

Transnet National Ports Authority

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**PROVISION OF AIR QUALITY MONITORING SYSTEM AND ASSOCIATED
INFRASTRUCTURE**

RFP NUMBER	: TNPA/2023/10/0002/45355/RFP
ISSUE DATE	: 16 FEBRUARY 2024
COMPULSORY CLARIFICATION MEETING	: 27 FEBRUARY 2024
CLOSING DATE	: 05 APRIL 2024
CLOSING TIME	: 16h00
TENDER VALIDITY PERIOD	: 12 WEEKS FROM CLOSING DATE

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C4.1 Site Information

The Tender

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation



T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	PROVISION OF AIR QUALITY MONITORING SYSTEM AND ASSOCIATED INFRASTRUCTURE
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at Queens Warehouse, 237 Mahatma Gandhi Road, Durban on the 27 February 2024, at 10:00am [10 O'clock] for a period of \pm 3 (three) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>A site visit/walk about will take place and tenderer's are to note:</p> <p>Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</p> <ul style="list-style-type: none"> • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or driver's licences are on them for inspection at the access control gates.
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	<p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory Tender Clarification meeting.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</p> <p>Tenderers failing to attend the compulsory tender clarification meeting will be disqualified.</p>
CLOSING DATE	<p>16h00 on 05 April 2024</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. No late tender submissions will be accepted.</p>

2. TENDER SUBMISSION

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

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

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

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



wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.

- b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e., pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

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



- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
 - 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
 - 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
 - 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
 - 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
 - 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-23], [**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 to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*
5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.



6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

Supplier Number.....and

Unique registration reference number..... (**Tender Data**)

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

“HOW TO” GUIDE FOR BIDDERS

REGISTER ON ETENDER PORTAL

ACCESS TENDERS

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

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

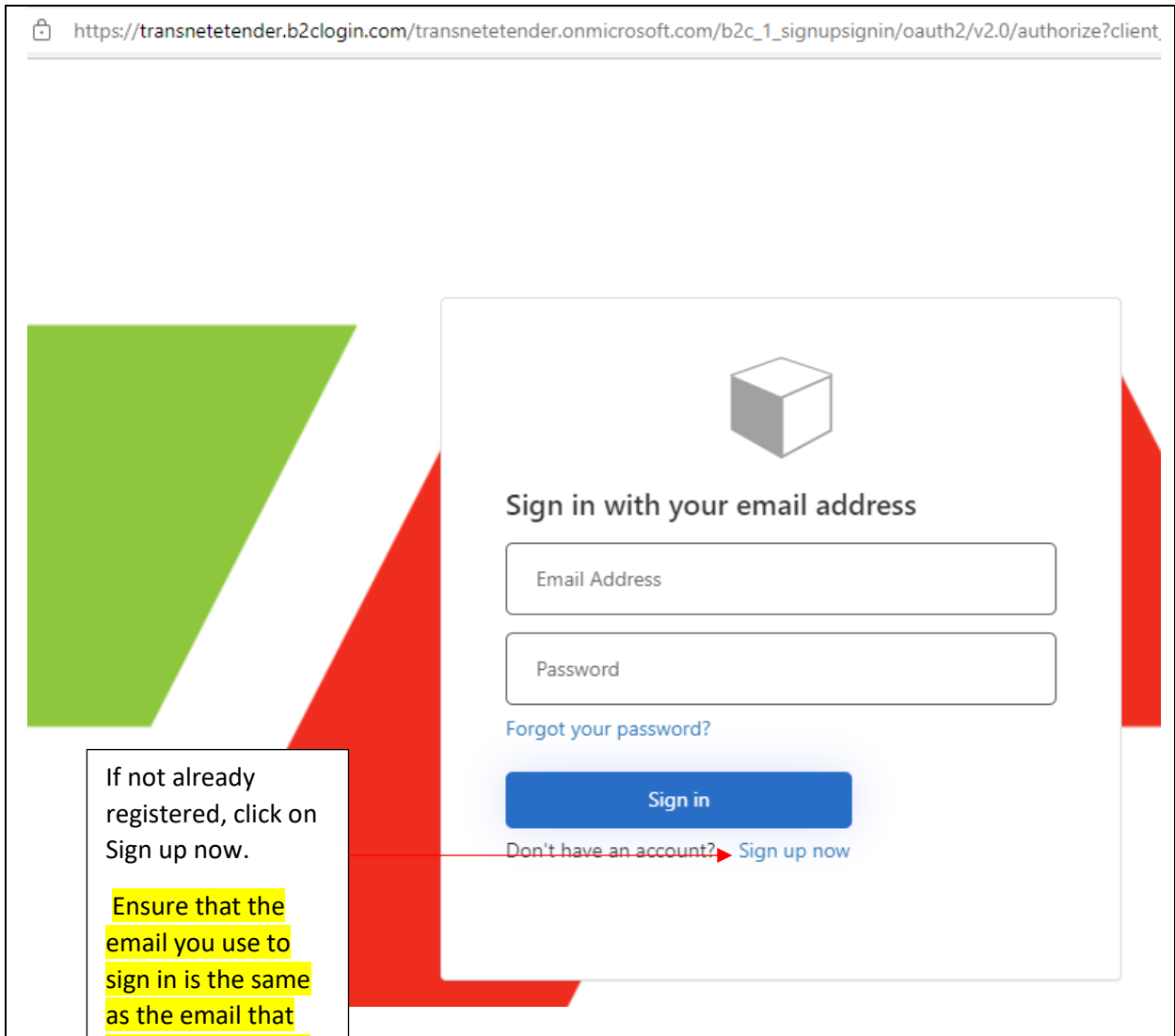
Go to Google Chrome



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




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



If not already registered, click on Sign up now.

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

< Cancel



Email Address

Send verification code

New Password

Confirm New Password

Given Name

Organization Name

Surname

Central Supplier Database Number

Company Registration Number

Country/Region

Country/Region

Secondary Email Address

State/Province

Street Address

Postal Code

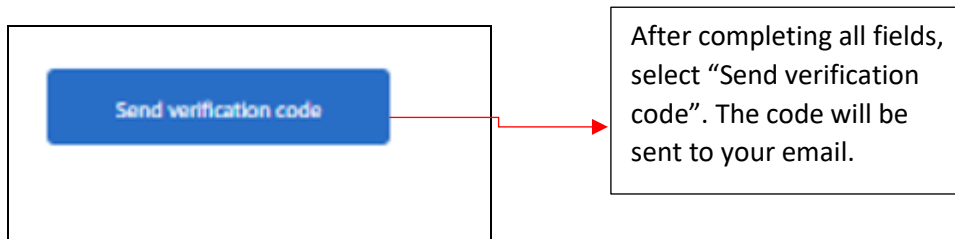
Display Name

Create

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

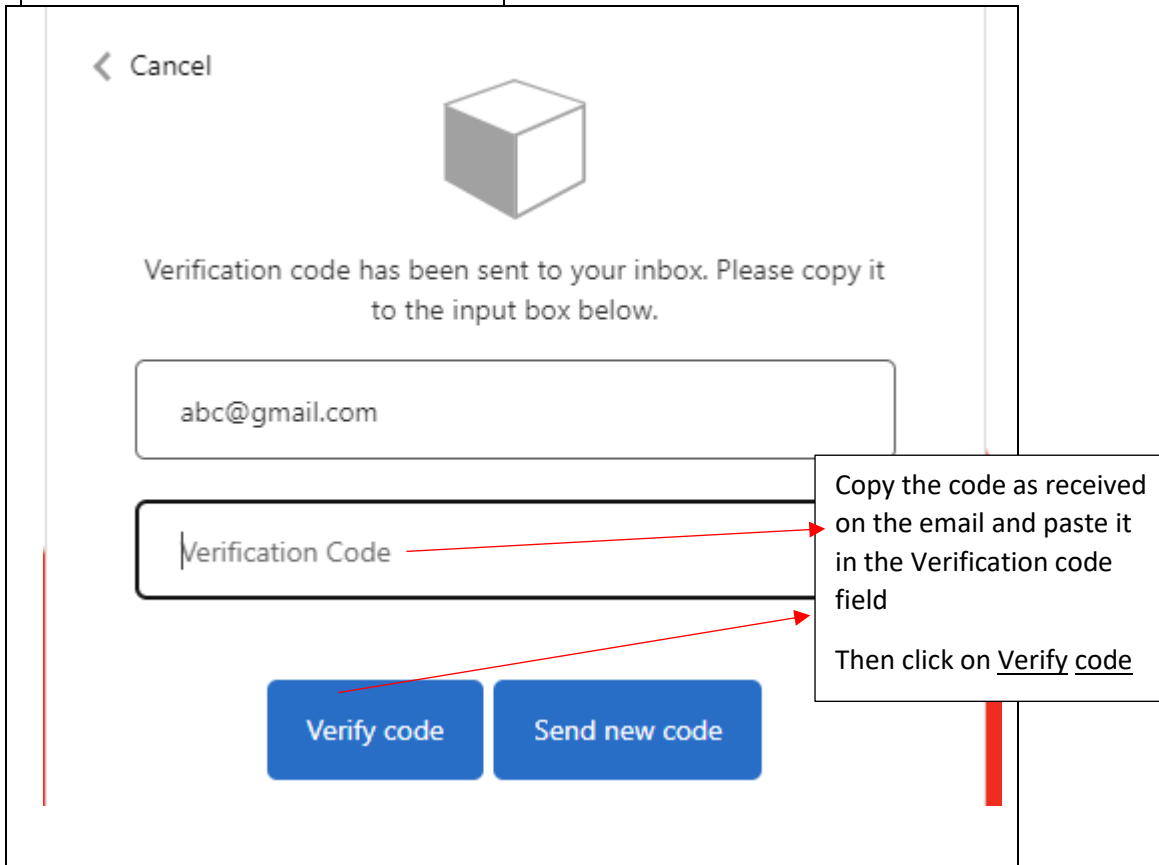
VERY IMPORTANT: Each field needs to be completed and not to be left blank

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



Send verification code

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



< Cancel

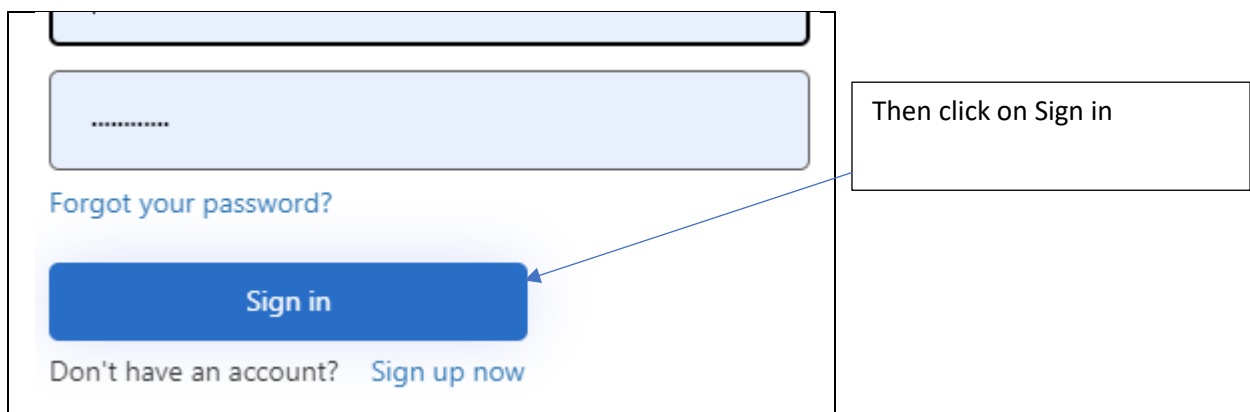
Verification code has been sent to your inbox. Please copy it to the input box below.

abc@gmail.com

Verification Code

Verify code Send new code

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



.....

Forgot your password?

Sign in

Don't have an account? Sign up now

Then click on Sign in

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

TRANSNET



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

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

File Message Help Tell me what you want to do

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

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

SRV-TCC-Etender
To noreply@transnet.net

This message was sent with Low importance.

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

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

Access to this tender will be granted by using this email when you sign up/sign in. To access the tender information, please click on the link below.

Kind Regards,
Transnet eTenders

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

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

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

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

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

When signed in, select "ADVERTISED TENDERS".

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

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

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

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

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

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

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

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

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

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

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

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

TENDER DETAILS

Tender Details

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

Briefing Session

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

Attachments

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

Log An Intent To Bid

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

TENDER DETAILS

Tender Det

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

Briefing Session

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

Attachments

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

Log An Intent To Bid

Submit Intent **Cancel**

Tender Details

Tender Reference Number

Name Of Tender

Description

Tender Type RFQ

Contact Person Charl du Preez Transnet Engineering SLR

Contact Person Email Address Charl.duPreez@transnet.net

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

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

Briefing Date And Time

Briefing Details

Location Of Service

Name Of Institution

Tender Category

Tender Status

Intent to Bid

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

[Close](#)

Briefing Session

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

Attachments

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

Log An Intent To Bid

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

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

delivering freight reliably

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

MY SUBMISSION INTENTS

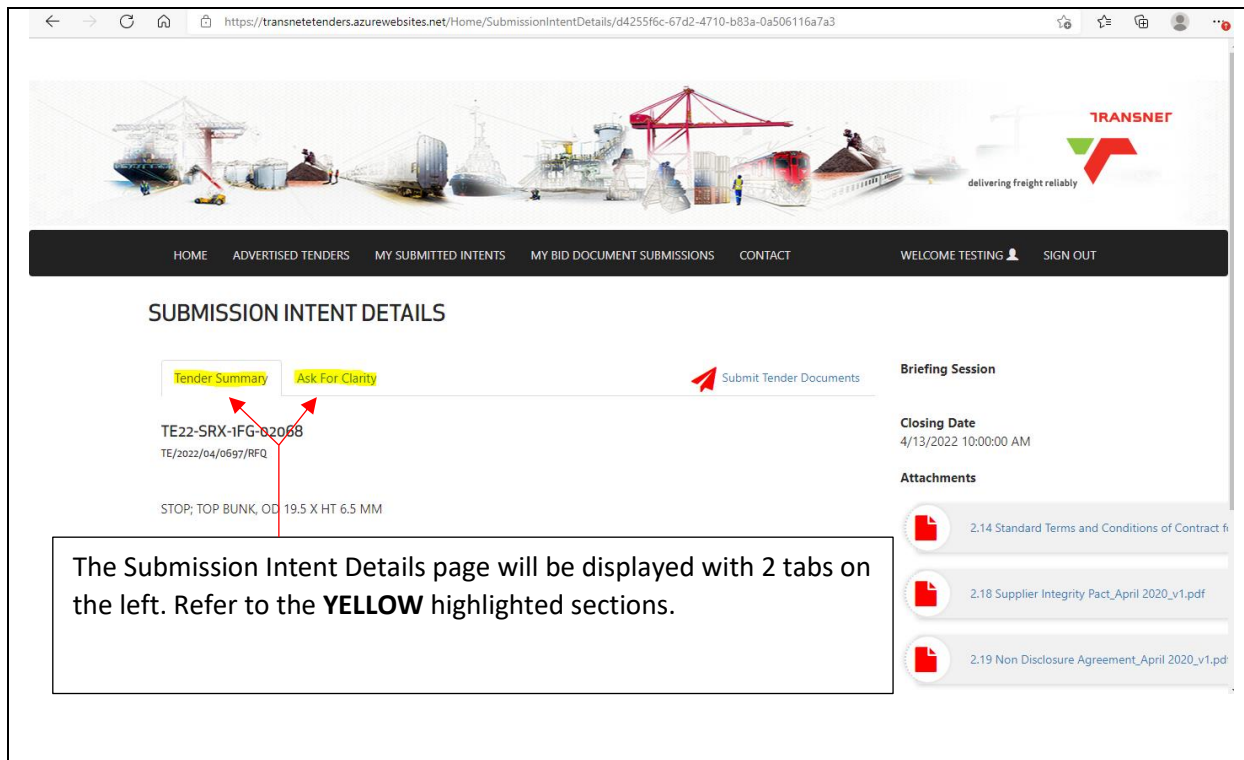
Show entries

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

Showing 1 to 1 of 1 entries

Previous 1 Next

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



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

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

SUBMISSION INTENT DETAILS

Tender Summary Ask For Clarity Submit Tender Documents

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

STOP, TOP BUNK, OD 19.5 X HT 6.5 MM

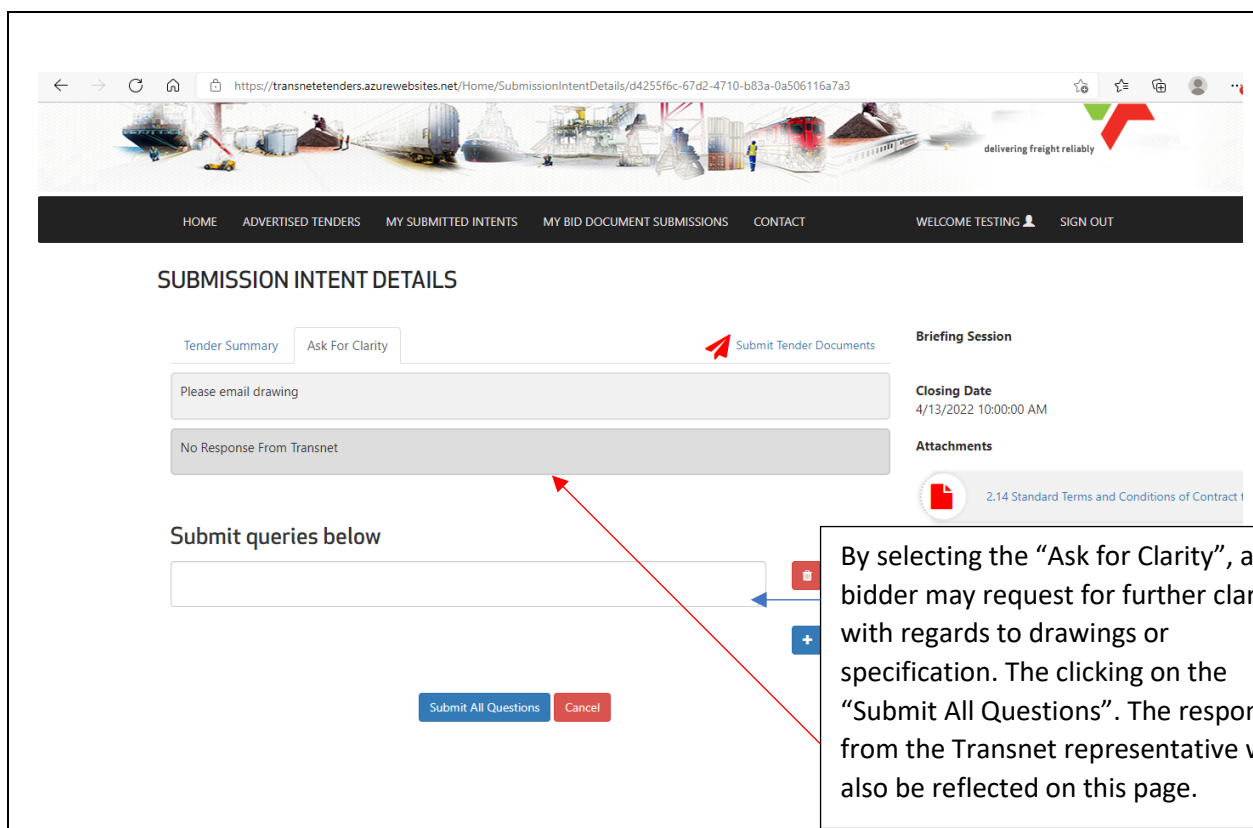
Briefing Session

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

Attachments

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

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



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

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

SUBMISSION INTENT DETAILS

Tender Summary Ask For Clarity Submit Tender Documents

Please email drawing

No Response From Transnet

Briefing Session

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

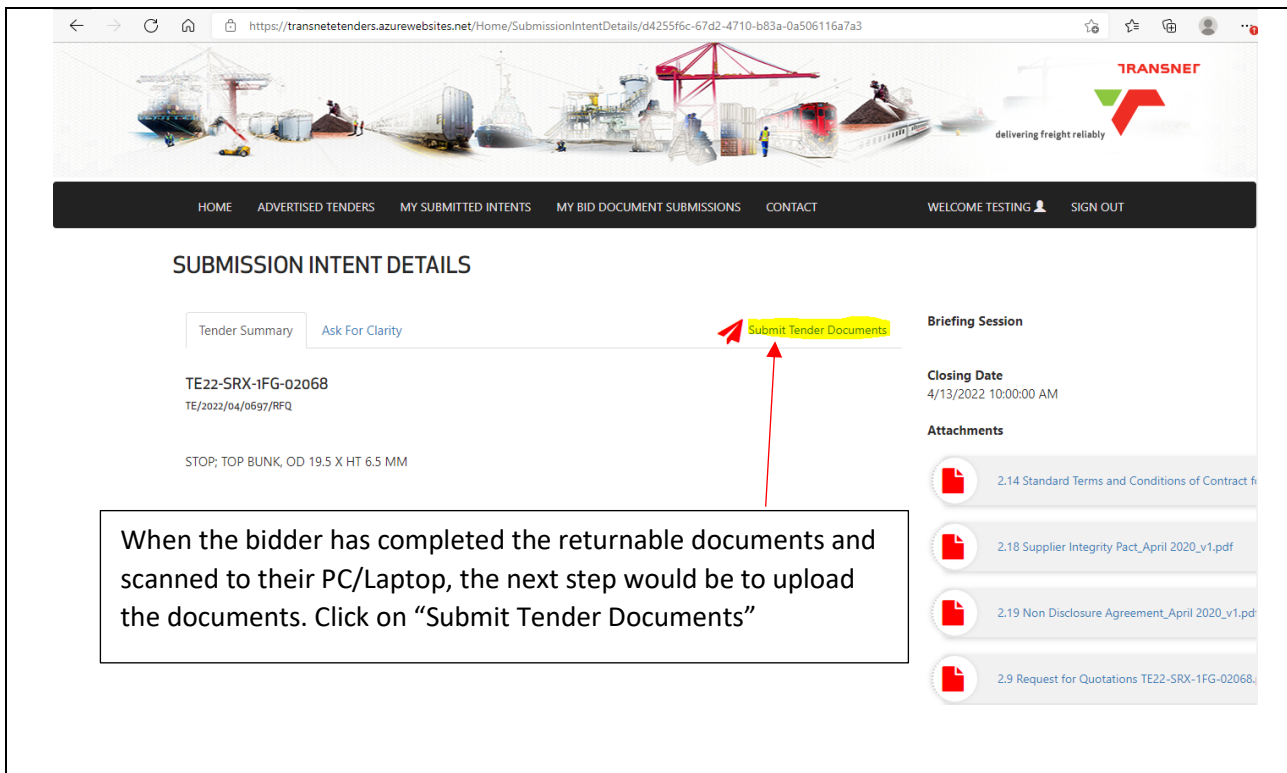
Attachments

- 2.14 Standard Terms and Conditions of Contract 1

Submit queries below

Submit All Questions Cancel

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



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

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

SUBMISSION INTENT DETAILS

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

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

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

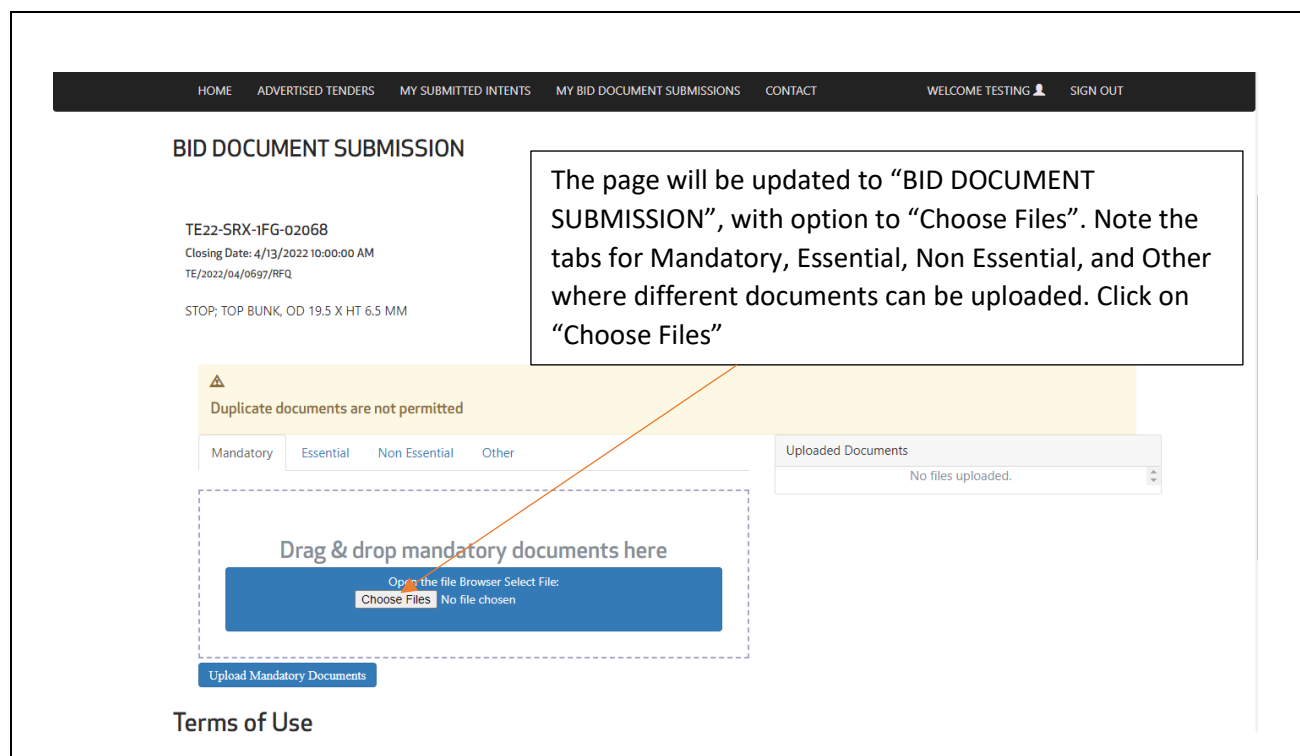
Briefing Session

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

Attachments

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

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



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

BID DOCUMENT SUBMISSION

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

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Choose Files

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

⚠ Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Uploaded Documents
No files uploaded.

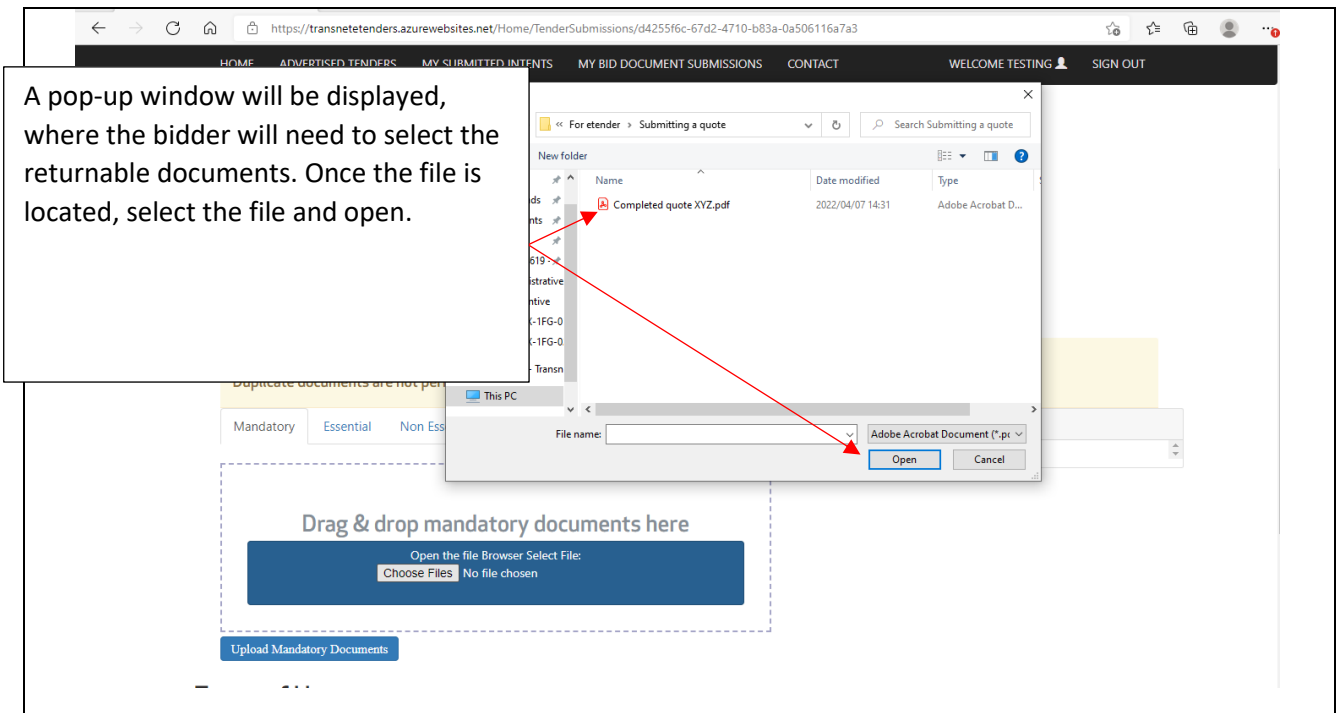
Drag & drop mandatory documents here

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

Upload Mandatory Documents

Terms of Use

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



BID DOCUMENT SUBMISSION

TE22-SRX-1FG-02068
 Closing Date: 4/13/2022 10:00:00 AM
 TE/2022/04/0697/RFQ
 STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

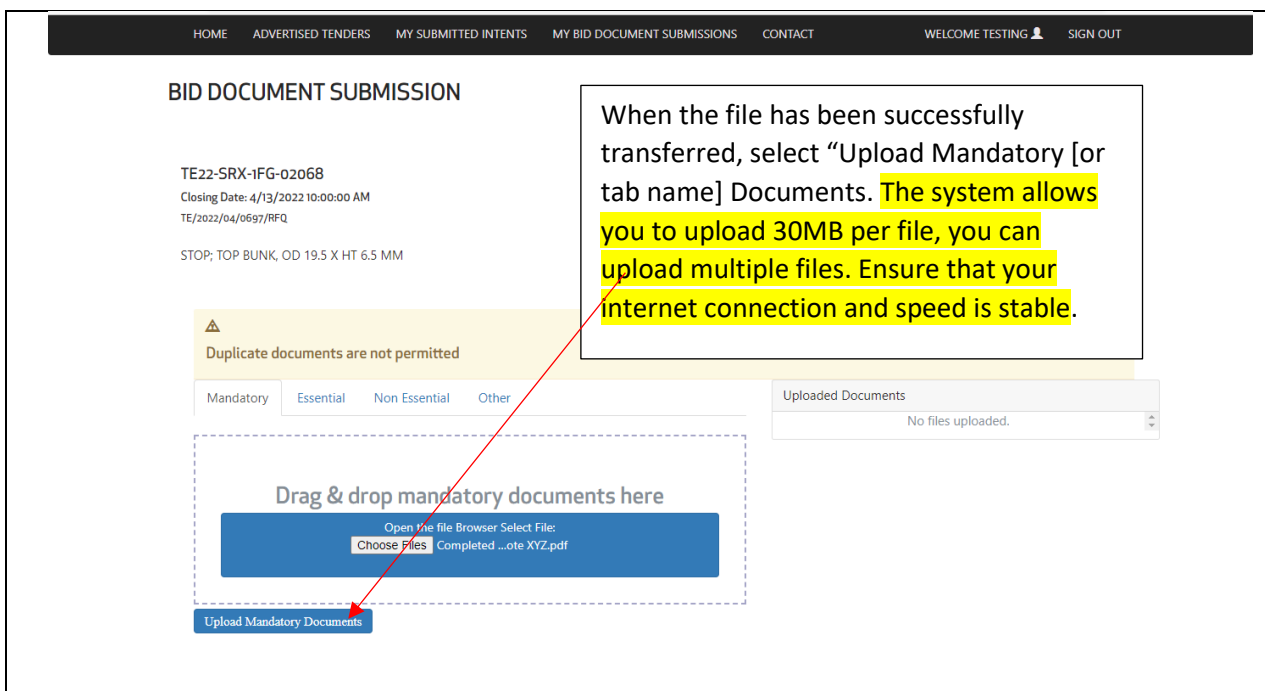
Drag & drop mandatory documents here

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

Upload Mandatory Documents

Uploaded Documents
 No files uploaded.

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



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

TE/2022/04/0697/RFQ
STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

⚠ Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Drag & drop mandatory documents here

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

Upload Mandatory Documents

Terms of Use

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

← Back

Uploaded Documents

Completed quote XYZ.pdf - Document Type: Mandatory Documents

Delete

→ Submit Bid

TRANSNET
delivering freight reliably

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

MY BID DOCUMENT SUBMISSIONS

Show 10 entries Search:

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T1.2 Tender Data

T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1	The <i>Employer</i> is Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2	The tender documents issued by the <i>Employer</i> comprise: <ul style="list-style-type: none"> Part T: The Tender <ul style="list-style-type: none"> Part T1: Tendering procedures <ul style="list-style-type: none"> T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2 : Returnable documents <ul style="list-style-type: none"> T2.1 List of returnable documents T2.2 Returnable schedules Part C: The contract <ul style="list-style-type: none"> Part C1: Agreements and contract data <ul style="list-style-type: none"> C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities Part C2: Pricing data <ul style="list-style-type: none"> C2.1 Pricing instructions C2.2 Activity Schedule Part C3: Scope of work <ul style="list-style-type: none"> C3.1 Works Information

Part C4: Site information	C4.1 Site information
C.1.4 The Employer's agent is: E – mail:	Nomvula Makeleni Vundla tenderenquiriespdu@transnet.net
C.2.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p>1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting: An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7</p> <p><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></p> <p>2. Stage Two - Functionality: Tenderers who meet the eligibility criteria will be evaluated on functionality and they must obtain the minimum qualifying score to be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is 60 points.</p> <p>The evaluation criteria for measuring functionality and the points for each criterion and, if any, each sub-criterion is as stated in C3.11 below.</p> <p><i>Any tenderer that fails to meet the stipulated minimum qualifying score for functionality will be regarded as an unacceptable tender and not evaluated further.</i></p> <p>3. Stage Three – Price and Specific Goals Tenderers who obtain 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 C3.12 below.</p>
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 Compulsory Tender Clarification meeting and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorised representative.

C.2.12 No alternative tender offers will be considered.

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

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

Identification details: The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number:
- The Tender Description

Tender submissions must be marked for the attention of:
Employer's Agent: Nomvula Makeleni Vundla

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

C.2.15 The closing time for submission of tender offers is:
Time: **12:00pm** on the **05 April 2024**
Location: The Transnet e-Tender Submission Portal:
(<https://transnetetenders.azurewebsites.net>);

NO LATE TENDERS WILL BE ACCEPTED

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;

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3. Proof of registration on the Central Supplier Database;
 4. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

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

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.

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

Functionality Criteria

	EVALUATION CATEGORY	MAXIMUM SCORE	EVALUATION CRITERIA	RATING
Qualifications and experience of the key Personnel proposed for the Execution of the works	The experience of assigned key persons in relation to the scope of work will be evaluated on the following aspects:	25 Points	No CV's submitted/ Proof of education and/or registration not provided.	0
	1. Experience and positions held on relevant to the scope of works projects within the past five (5) years.		Key Personnel CV's has 1 year working experience on completed relevant projects.	20
	Previous relevant experience must be but not limited to the Construction of the following infrastructure projects:		Key Personnel CV's have 2 years working experience on completed relevant projects.	40
			Key Personnel CV's have 3 years working experience on completed relevant projects.	60
			Key Personnel CV's have 4 years working experience on completed relevant projects.	80
			Key Personnel CV's have 5 years or more working experience on completed relevant projects.	100
<ul style="list-style-type: none"> • Design, supply and installation of air quality monitoring stations • Construction of concrete plinth and testing methods • Installation of fence • Assembling of the container • Installation of air quality analysers • Calculation and installation of power supply • Calculation and installation of the Air-conditioning 				

	<ul style="list-style-type: none"> • Installation and linking of analysers with TNPA network, including testing and commissioning of the stations. <p>2. The proof of education and professional registration must be attached to the comprehensive CV's.</p> <p>NB: CVs for the following Key Persons are the minimum requirement for the project but the bidders are not limited to submitting only these CV's.</p> <ul style="list-style-type: none"> • Project Manager • Chemical Engineer/ Natural Scientist/Engineering technologist with ECSA or SACNASP as professional engineer or professional engineering technologist or professional natural scientist with 5 years' experience in ambient air quality monitoring projects post registration. • Environmental Specialist • Artisan (Electrical and HVAC) • Artisan (Civil) 			
<p>Previous Experience with traceable references</p>	<p>Submit a company profile including experience on three (3) relevant previous work done within the past 5 years.</p> <p>Previous relevant experience must be but not limited to the Construction of the following infrastructure projects:</p> <ul style="list-style-type: none"> • Design, supply and installation of air quality monitoring stations 	<p>20 Points</p>	<p>The Tenderer has not submitted the required information/submitted reference letters are for irrelevant projects.</p> <p>The Tenderer has submitted more than one (1) relevant project completed within the past 5 years without traceable reference.</p> <p>The Tenderer has submitted traceable reference with one (1) relevant project completed within the past 5 years.</p>	<p>0</p> <p>20</p> <p>40</p>

	<ul style="list-style-type: none"> • Construction of concrete plinth and testing methods • Installation of fence • Assembling of the container • Installation of air quality analysers • Calculation and installation of power supply • Calculation and installation of the Air-conditioning • Installation and linking of analysers with TNPA network, including testing and commissioning of the stations. <p>Company profile to detail experience on projects related to the scope of work, that the company has done/completed within the past 5 years and traceable references should include clients contact details.</p>		The Tenderer has submitted traceable references with two (2) relevant projects completed within the past 5 years.	60
			The Tenderer has submitted traceable references with three (3) relevant projects completed within the past 5 years.	80
			The Tenderer has submitted traceable references with more than three (3) relevant projects completed within the past 5 years.	100
Methodology	<p>Tenderer to submit a methodology which responds to the scope of work and outlines proposed methodology including that relating but not limited to method statement and an understanding of the project objectives. The methodology should include the following as the minimum of the critical elements in terms of the scope of work:</p> <ol style="list-style-type: none"> 1) Detailed design for the air quality monitoring stations 2) Construction of concrete plinth and testing methods 3) Installation of fence 4) Assembling of the container 5) Installation of air quality analysers 	20 Points	No methodology submitted.	0
			The Tenderer's methodology excludes addresses 1 critical element in terms of the scope of work.	20
			The Tenderer's methodology submitted addresses 2-3 critical elements in terms of the scope of work.	40
			The Tenderer's methodology submitted addresses 4-5 critical elements in terms of the scope of work.	60

	<ul style="list-style-type: none"> 6) Calculation and installation of power supply 7) Calculation and installation of the Air-conditioning 8) Installation and linking of analysers with TNPA network, including testing and commissioning of the stations 		<p>The Tenderer's methodology submitted addresses 6-7 critical elements in terms of the scope of work.</p> <p style="text-align: right;">80</p>
			<p>The Tenderer's methodology submitted addresses all 8 critical elements.</p> <p style="text-align: right;">100</p>
Quality Requirements	<p>Quality Control Plan (QCP's)</p> <ul style="list-style-type: none"> 1. Installation and linking of analysers with TNPA network, including testing and commissioning of the stations – 70% 2. Construction of concrete plinth and testing methods – 30% <p>The QCP shall include the following as requirements:</p> <ul style="list-style-type: none"> 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories 	4 Points	<p>No QCP's submitted/QCP's submitted but does not address any of the 5 key requirements.</p> <p style="text-align: right;">0</p>
			<p>Quality Control Plan contains 1 of the 5 QCP requirements.</p> <ul style="list-style-type: none"> 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories <p style="text-align: right;">20</p>
			<p>Quality Control Plan contains 2 of the 5 QCP requirements.</p> <ul style="list-style-type: none"> 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories <p style="text-align: right;">40</p>
			<p>Quality Control Plan contains 3 of the 5 QCP requirements.</p> <ul style="list-style-type: none"> 1. Sequence of activities 2. Procedure/Code specifications <p style="text-align: right;">60</p>

			<ol style="list-style-type: none"> 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories 	
			<p>Quality Control Plan contains 4 of the 5 QCP requirements.</p> <ol style="list-style-type: none"> 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories 	80
			<p>Quality Control Plan contains all 5 of the QCP requirements.</p> <ol style="list-style-type: none"> 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories 	100
			No PQP submitted/PQP submitted but does not address any of the 5 key requirements.	0
	<p>Project Quality Plan for the contract include the following as requirements:</p> <ol style="list-style-type: none"> 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs 	5 Points	<p>Project Quality Plan contains 1 of the PQP requirements:</p> <ol style="list-style-type: none"> 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs 	20



			<p>Project Quality Plan contains 2 of the 5 PQP requirements:</p> <ol style="list-style-type: none"> 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs 	40
			<p>Project Quality Plan contains 3 of the 5 PQP requirements:</p> <ol style="list-style-type: none"> 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs 	60
			<p>Project Quality Plan contains 4 of the 5 PQP requirements:</p> <ol style="list-style-type: none"> 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs 	80
			<p>Project Quality Plan contains all 5 of the PQP requirements:</p> <ol style="list-style-type: none"> 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 	100

		5. Control of nonconforming outputs		
	<p>Quality Policy</p> <p>A signed Quality Policy based on International Organisation for Standardisation (ISO9001) that displays the 5 key elements.</p> <p>Quality Policy shall include the following key policy elements:</p> <ol style="list-style-type: none"> 1. is appropriate to the purpose and context of the organisation and supports its strategic direction, 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement of QMS, and 5. is communicated and understood within the organisation. 	1 Point	No Quality policy submitted/Policy submitted but does not address any of the 5 key requirements.	0
			<p>Quality Policy contains One (1) of Five (5) key policy elements:</p> <ol style="list-style-type: none"> 1. is appropriate to the purpose and context of the organization. 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization 	20
			<p>Quality Policy contains Two (2) of Five (5) key policy elements:</p> <ol style="list-style-type: none"> 1. is appropriate to the purpose and context of the organization. 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization 	40

			<p>Quality Policy contains Three (3) of Five (5) key policy elements:</p> <ol style="list-style-type: none"> 1. is appropriate to the purpose and context of the organization. 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization 	60
			<p>Quality Policy contains Four (4) of Five (5) key policy elements:</p> <ol style="list-style-type: none"> 1. is appropriate to the purpose and context of the organization. 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization. 	80
			<p>Quality Policy contains all Five (5) key policy elements:</p> <ol style="list-style-type: none"> 1. is appropriate to the purpose and context of the organization. 	100

			<ol style="list-style-type: none"> 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization 	
<p>Project Program</p>	<p>Project program to indicate the logical order and timelines of all activities as per the scope of work. Program (Schedule of work) to detail each activity and its durations of 6 months in the form of gantt chart. Level 4 detailed schedule with the following requirements:</p> <ol style="list-style-type: none"> 1. Work breakdown structure in logical order, 2. Durations and dates for all work is shown, 3. Key milestones and critical paths in MSP or Primavera format. 	<p>5 Points</p>	<p>No level 4 project program submitted</p>	<p>0</p>
			<p>The Tenderer's Level 4 project program submitted addresses less than 3 requirement, not on MSP or Primavera and will complete the project in more than 7 months.</p>	<p>20</p>
			<p>The Tenderer's Level 4 project program submitted addresses less than 3 requirement, on MSP or Primavera and will complete the project in 7 months.</p>	<p>40</p>
			<p>The Tenderer's Level 4 project program submitted addresses all requirements but not on MSP/Primavera and will complete the project in 6 months.</p>	<p>60</p>
			<p>The Tenderer's Level 4 project program on MSP or Primavera submitted addresses all</p>	<p>80</p>

			requirements correctly and will complete the project in 6 months.	
			The Tenderer's Level 4 project program on MSP or Primavera submitted addresses all requirements correctly and will complete the project in less than 6 months.	100
Safety, Health, and Environment Requirements	Bidder to submit required documents or required information to ensure SHE compliance in terms of Scope of work. Baseline risk assessment which as a minimum includes: 1. Identify the risks and hazards to which persons may be exposed to 2. Analysis and evaluation of identified risks/ hazards 3. Measures to mitigate, reduce or control the risks and hazards identified 4. Roles and responsibilities for implementation and control 5. Defined methodology in which risks are quantified	10 Points	No response	0
			Less than two (2) key policy elements met.	20
			Any two (2) key policy elements met	40
			Any three (3) key policy elements met.	60
			Any four (4) key policy elements met.	80
			All five (5) key elements met	100
	Method Statement which as a minimum include: 1. Minimum Personal Protective Equipment (PPE) required to complete the job 2. Scope of the work and hazards identified are aligned to risk assessment. 3. Personnel required and responsibilities 4. Resources and equipment required	5 Points	No response	0
			Less than two (2) key policy elements met.	20
			Any two (2) key policy elements met	40
			Any three (3) key policy elements met.	60

5. Emergency procedures		Any four (4) key policy elements met.	80
		All five (5) key elements met	100
<p><i>Policy, Organisation and Management Involvement which</i> as a minimum include and must be submitted with the tender:</p> <ol style="list-style-type: none"> 1. SHEQ Policy 2. Copy signed by the Chief Executive Officer / Managing Director 3. Provide company organogram. 4. Relevant legal appointees for this project i.e. SHE Representatives, Environmental Control Officer, First Aiders, Risk Assessors, etc 5. OHSAct 16.2 Appointee 	5 Points	No response	0
		Less than two (2) key policy elements met.	20
		Any two (2) key policy elements met	40
		Any three (3) key policy elements met.	60
		Any four (4) key policy elements met.	80
		All five (5) key policy elements met	100
Total Points	100 Points		
Minimum Threshold	60 Points		

C.3.12. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations.

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

Thresholds	Minimum Threshold
Technical / functionality	60

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

Up to 20 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

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

Selected Specific Goals	Number of points allocated (20)
B-BBEE Status Level of Contributor 1 or 2	10.00
30% Black Women Entities	5.00
51% Black owned EMEs and QSEs	5.00
Non-compliant and/or B-BBEE Level 3-8 contributors	0.00

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"> B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
30% Black Women Owned Entities	<ul style="list-style-type: none"> B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines. Certified Identity Document CIPC and CSD registration
51% Black owned EMEs and QSEs	<ul style="list-style-type: none"> B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline. CIPC and CSD registration

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	80
SPECIFIC GOALS <ul style="list-style-type: none"> B-BBEE Status Level of Contributor 1 or 2 (10 points) 30% Black Women Entities (5 points) 51% Black owned EMEs and QSEs (5 points) 	20
Total points for Price and Specific Goals must not exceed	100

Note: Transnet reserves the right to carry out an independent audit of the tenderer's 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:

- 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; 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.
3. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted.

The due diligence exercise may take the following factors into account inter alia;

- a) The 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 (Annexure F);
- 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) The appointment of the bidder would result in a negative impact on Transnet's Return on Investment;
- e) 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;
- f) The tenderer or its members, directors, partners:
 - Is under restrictions as contemplated in the Integrity Pact (Annexure F),
 - 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;
- g) In relation to the proposed contract, a due diligence exercise to validate the bidder's proposal that 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;
- h) has no legal capacity to enter into the contract;
 - i) 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;
 - j) does not comply with the legal requirements, if any, stated in the tender data; and
 - k) is not able to perform the contract free of conflicts of interest.

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

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

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

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

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

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

Part T2: Returnable Documents

T2.1: List of Returnable Documents

T2.1 List of Returnable Documents

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

T2.2-01 **Stage One: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting

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

T2.2-02 **Evaluation Schedule:** Qualification and Experience of Key Persons

T2.2-03 **Evaluation Schedule:** Previous Experience

T2.2-04 **Evaluation Schedule:** Methodology

T2.2-05 **Evaluation Schedule :** Project Programme

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

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

T2.2-08 **Evaluation Schedule:** Specific Goals

Valid proof of Respondent's compliance to B-BBEE requirements stipulated in SBD6.1 on ANNEX G Compulsory Enterprise Questionnaire

2.1.3 Returnable Schedules:

General:

T2.2-09 Intention to Tender

T2.2-10 Authority to submit tender.

T2.2-11 Record of addenda to tender documents

T2.2-12 Letter of Good Standing

T2.2-13 Risk Elements

T2.2-14 Proposed Organisation and staffing.

T2.2-15 Site Establishment Requirements

T2.2-16 Availability of Equipment and Other Resources

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

T2.2-18 Schedule of Proposed Subcontractors

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

Agreement and Commitment by Tenderer:

T2.2-20 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-21 Agreement in terms of Protection of Personal Information Act (POPIA)

T2.2-22 RFP Declaration Form

- T2.2-23 RFP – Breach of Law
- T2.2-24 Certificate of Acquaintance with Tender Document
- T2.2-25 Service Provider Integrity Pact
- T2.2-26 Supplier Code of Conduct
- T2.2-27 Supplier Declaration Form

1.3.2 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

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

2.6 C2.2 Activity Schedule

T2.2: Returnable Schedules

**These Schedules are required for
Evaluation Purposes**

T2.2-01: ELIGIBILITY CRITERIA SCHEDULE: CERTIFICATE OF ATTENDANCE AT TENDER CLARIFICATION MEETING

This is to certify _____ (Company Name)
that _____

Represented _____ (Name and
by: _____ Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name _____ Signature _____
Capacity _____

Attendance of the above company at the meeting was confirmed:

Name _____ Signature _____
For and on Behalf of the
Employers Agent. Date _____

T2.2-02: EVALUATION SCHEDULE - QUALIFICATION AND EXPERIENCE OF KEY PERSONS

Please describe the management arrangements for the *works* and the tenderer is to take note that all copies of certificates submitted must be certified. Comprehensive CV's must be attached to this schedule.

As a minimum each Qualification Certificate must be certified and address the following, but not limited to;

- i) Personal particulars;
- ii) Qualifications (degrees, diplomas, grades of membership of professional societies and Professional registrations);
- iii) Skills;
- iv) Name of current employer and position;
- v) Overview of post-graduation work experience (year, organisation, and position); and
- vi) Provide a summary of recently completed projects that are relevant in scope to the current work.

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

- **Project Manager:**

- Construction Manager should at least have a NQF 6 in Built Environment qualification and should be registered with SAPCMP with at least 15 years' experience in related construction projects.

- **Chemical Engineer/ Natural Scientist/Engineering technologist**

- Registered with ECSA or SACNASP as professional engineer or professional engineering technologist or professional natural scientist with 5 years' experience in ambient air quality monitoring projects post registration.

- **HVAC Technician**

- Must have NQF level 6 or above HVAC design and installation, coupled with ECSA registration as a professional Technician. Must have 5 years' experience post registration in relevant type of projects within the HVAC design and installation.



- **Electrical Technician**

Must have NQF level 6 or above in the Electrical design and installation, coupled with ECSA registration as a professional Technician. Must have 5 years' experience post registration in relevant type of projects within the Electrical design.

- **Environmental Officer,**

- Environmental Officer should have a B-Degree in Environmental Management/Science or equivalent with a minimum of 5 years work experience relevant to the scope of works. A list of projects where construction environmental management duties have been executed must be provided and include a brief description of such duties.

- **Health & Safety Officer,**

- Health and Safety Officer: Professionally Registered as Construction Health and Safety Officer with SACPCMP with more than 5 years of experience on marine and civil construction projects and have a SAMTRAC or an equivalent training course as a minimum qualification.

Attached submissions to this schedule:

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THE SCORING OF THE OF KEY PERSONS WILL BE AS FOLLOWS:

	EVALUATION CATEGORY	MAXIMUM SCORE	EVALUATION CRITERIA	RATING
CV's of the key Personnel proposed for the Execution of the works	<p>The experience of assigned key persons in relation to the scope of work will be evaluated on the following aspects:</p> <ol style="list-style-type: none"> Experience and positions held on relevant to scope of work projects within the past five (5) years The proof of education and professional registration must be attached to the comprehensive CV's." <p>NB: CV's for the following Key Persons are the minimum requirement for the project but the bidders are not limited to submitting only these CV's.</p> <ul style="list-style-type: none"> Project Manager Chemical Engineer/ Natural Scientist/Engineering technologist with ECSA or SACNASP as professional engineer or professional engineering technologist or professional natural scientist with 5 years' experience in ambient air quality monitoring projects post registration HVAC Technician Electrical Technician 	25 Points	No CV's submitted/ Proof of education and/or registration not provided	0
			Key Personnel CV's has 1 year working experience on completed relevant projects.	20
			Key Personnel CV's have 2 years working experience on completed relevant projects.	40
			Key Personnel CV's have 3 years working experience on completed relevant projects.	60
			Key Personnel CV's have 4 years working experience on completed relevant projects.	80
			Key Personnel CV's have 5 years or more working experience on completed relevant projects.	100



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

Signed

Date

Name

Position

Tenderer

T2.2-03: EVALUATION SCHEDULE - PREVIOUS EXPERIENCE

Note to Tenderers:

Tenderers are required to demonstrate their experience in the delivery of relevant projects, areas, conditions, and circumstances in relation to the Works Information in the last 10 years, and to this end shall supply a sufficiently detailed reference letters/completion or handover certificates with contact details of customers/clients.

Please provide your previous relevant experience showing but not limited to the Construction of the following infrastructure projects:

- Design, supply and installation of air quality monitoring stations
- Construction of concrete plinth and testing methods
- Installation of fence
- Assembling of the container
- Installation of air quality analysers
- Calculation and installation of power supply
- Calculation and installation of the Air-conditioning
- Installation and linking of analysers with TNPA network, including testing and commissioning of the stations.

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

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

Index of documentation attached to this schedule:

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<p>Previous Experience with traceable references</p> <p>Submit a company profile including experience on three (3) relevant previous work done within the past 5 years.</p> <p>Previous relevant experience must be but not limited to the Construction of the following infrastructure projects:</p> <ul style="list-style-type: none"> • Design, supply, and installation of air quality monitoring stations • Construction of concrete plinth and testing methods • Installation of fence • Assembling of the container • Installation of air quality analysers • Calculation and installation of power supply • Calculation and installation of the Air-conditioning <p>Installation and linking of analysers with TNPA network, including testing and commissioning of the stations.</p> <p>Company profile to detail experience on relevant projects that the company has done/completed within the past 5 years and traceable references should include clients contact details.</p>	<p>20 Points</p>	<p>The Tenderer has not submitted the required information/submitted reference letters are for irrelevant projects.</p>	<p>0</p>
		<p>The Tenderer has submitted more than one (1) relevant project completed within the past 5 years without traceable reference.</p>	<p>20</p>
		<p>The Tenderer has submitted traceable reference with one (1) relevant project completed within the past 5 years.</p>	<p>40</p>
		<p>The Tenderer has submitted traceable references with two (2) relevant projects completed within the past 5 years.</p>	<p>60</p>
		<p>The Tenderer has submitted traceable references with three (3) relevant projects completed within the past 5 years.</p>	<p>80</p>
		<p>The Tenderer has submitted traceable references with more than three (3) relevant projects completed within the past 5 years.</p>	<p>100</p>

T2.2-04: EVALUATION SCHEDULE – METHODOLOGY

The Methodology must respond to the Works Information and outline the proposed approach / methodology including that relating but not limited to programme, method statement, technical approach, and an understanding of the project objective.

The Methodology should articulate what the Tenderer will provide in achieving the stated objectives for the project and demonstrate alignment to his proposed Programme. Tenderers to also exhibit a clear understanding of the project and has shown a concise method statement for all activities incorporating best practice.

The Tenderer must as such explain his / her understanding of the objectives of the works and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The 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 and Project constraints will be managed.

The Tenderer must attach his / her Methodology to this page. The Methodology should not be longer than 10 pages.

The Methodology must include as a minimum but not limited to the following **key activities** (the *Contractor* must refer to the works information for a full description of the scope of the works):

- 1. Detailed design for the air quality monitoring stations**
- 2. Construction of concrete plinth and testing methods**
- 3. Installation of fence**
- 4. Assembling of the container**
- 5. Installation of air quality analysers**
- 6. Calculation and installation of power supply**
- 7. Calculation and installation of the Air-conditioning**
- 8. Installation and linking of analysers with TNPA network, including testing and commissioning of the stations.**

The key activities should include the following **project elements** to the execution of the works:

- a. Outline of proposed approach
- b. Narrative related to the programme

- c. Detailed method statement, technical approach and construction sequencing (demonstrate using sketches) in terms of the Works Information
- d. Demonstrate an understanding of how the project objectives are to be achieved
- e. Demonstrate how risks and constraints will be managed
- f. Detailed list of Equipment and number thereof to execute the works, and areas it will be utilised. The proposed Equipment to include trucks, floating platforms, etc.
- g. Proposed schedule for sourcing and production rates of the rock material which is aligned to programme submission & basis of schedule.
- h. Methodology of rock material tests before delivery to site.
- i. Proposals for sourcing and transporting of rock material.
- j. Sketches and narrative detailing mooring details of all floating plant used for transportation of rock material, and construction of the revetment taking into account tidal and current conditions.
- k. Details of proposed hydrographic and multi-beam survey Equipment to be used taking into account the different water depths, winds, waves, currents and other significant site conditions that may be experienced.
- l. Details of diving activities including the diving equipment to be utilised.

The contractor's method statement should comprehensively detail all six key activities involved in the repair of the armour rock revetment. The statement should exhibit a thorough understanding of the potential risks and how these will be addressed to safeguard both workers and the environment. It must present a clear and well-defined strategy to ensure the quality of the repair work. This involves specifying the type and size of the new rock, the blinding layer, and the geotextile membrane to be used. Additionally, it should describe the proper procedures for placing and compacting the materials to guarantee the long-term stability and effectiveness of the revetment.

Furthermore, the method statement needs to address the logistics of accessing the site, transporting materials, and safely mobilizing the necessary equipment on the floating platform. Contingency plans should also be outlined to handle any adverse weather conditions or unexpected events that may impact the repair operations.



THE SCORING OF THE METHODOLOGY WILL BE AS FOLLOWS:

<p>Methodology</p> <p>Tenderer to submit a methodology which responds to the scope of work and outlines proposed methodology including that relating but not limited to method statement and an understanding of the project objectives. The methodology should include the following as the minimum of the critical elements in terms of the scope of work:</p> <ol style="list-style-type: none"> 1) Detailed design for the air quality monitoring stations 2) Construction of concrete plinth and testing methods 3) Installation of fence 4) Assembling of the container 5) Installation of air quality analysers 6) Calculation and installation of power supply 7) Calculation and installation of the Air-conditioning 8) Installation and linking of analysers with TNPA network, including testing and commissioning of the stations 	<p>20 Points</p>	No methodology submitted.	0
		The Tenderer's methodology excludes addresses 1 critical element in terms of the scope of work.	20
		The Tenderer's methodology submitted addresses 2-3 critical elements in terms of the scope of work.	40
		The Tenderer's methodology submitted addresses 4-5 critical elements in terms of the scope of work.	60
		The Tenderer's methodology submitted addresses 6-7 critical elements in terms of the scope of work.	80
		The Tenderer's methodology submitted addresses all 8 critical elements.	100

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

Signed Date

Name Position

Tenderer

T2.2-05: EVALUATION SCHEDULE: PROJECT PROGRAMME

Note to tenderers:

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

Project program to indicate the logical order and timelines of all activities as per the scope of work. Program (Schedule of work) to detail each activity and its durations in the form of Gantt chart. Level 4 (Construction schedule) with the following requirements:

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

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

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

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



Project Program	<p>Project program to indicate the logical order and timelines of all activities as per the scope of work. Program (Schedule of work) to detail each activity and its durations of 9 months in the form of gantt chart.</p> <p>Level 4 detailed schedule with the following requirements:</p> <ol style="list-style-type: none"> 1. Work breakdown structure in logical order, 2. Durations and dates for all work is shown, 3. Key milestones and critical paths in MSP or Primavera format. 	5 Points	No level 4 project program submitted	0
			The Tenderer's Level 4 project program submitted addresses less than 3 requirement, not on MSP or Primavera and will complete the project in more than 9 months.	20
			The Tenderer's Level 4 project program submitted addresses less than 3 requirement, on MSP or Primavera and will complete the project in 9 months.	40
			The Tenderer's Level 4 project program submitted addresses all requirements but not on MSP/Primavera and will complete the project in 9 months.	60
			The Tenderer's Level 4 project program on MSP or Primavera submitted addresses all requirements correctly and will complete the project in 9 months.	80
			The Tenderer's Level 4 project program on MSP or Primavera submitted addresses all requirements correctly and will complete the project in less than 9 months.	100

T2.2-06: EVALUATION SCHEDULE: QUALITY MANAGEMENT

Functionality Criteria (10 points)

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 and ISO 9001:2015 QMS requirements and should include but not be limited to:

1. Quality Policy that is aligned to ISO 9001:2015 requirements.
2. Project Quality Plan for the contract SHALL cover project scope and be aligned to **TNPA-QUAL-REQ-014.1** General Quality Requirements for Contractors and Suppliers.
3. Quality Control Plans clearly identify all inspection, test, verification requirements to meet contractual obligations, specification and drawings as required by the project scope.
4. The Following Q.C. P's must be submitted by the Tenderer but not limited to:
 - i. Installation and linking of analysers with TNPA network, including testing and commissioning of the stations – 70%
 - ii. Construction of concrete plinth and testing methods – 30%

The scoring will be as follows:

Maximum Points	Quality Policy (1)	Project Quality Plan for the contract (5)	Quality Control Plan (QCP's) (4)
Points (10)	A signed Quality Policy based on International Organisation for Standardisation (ISO9001) that displays the 5 key elements. <ol style="list-style-type: none"> 1. is appropriate to the purpose and context of the organisation and supports its strategic direction, 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement of QMS, and 5. is communicated and understood within the organisation. 	Project Quality Plan for the contract include the following as requirements: <ol style="list-style-type: none"> 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs 	<ol style="list-style-type: none"> 1. Installation and linking of analysers with TNPA network, including testing and commissioning of the stations – 70% 2. Construction of concrete plinth and testing methods – 30% The QCP shall include the following as requirements: <ol style="list-style-type: none"> 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories
Score (0)	No Quality policy submitted/Policy submitted but does not address any of the 5 key requirements.	No PQP submitted/PQP submitted but does not address any of the 5 key requirements.	No QCP's submitted/QCP's submitted but does not address any of the 5 key requirements.
Score (20)	Quality Policy contains One (1) of Five (5) key policy elements: <ol style="list-style-type: none"> 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 	Project Quality Plan contains 1 of the PQP requirements: <ol style="list-style-type: none"> 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs 	Quality Control Plan contains 1 of the 5 QCP requirements. <ol style="list-style-type: none"> 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories



	<ul style="list-style-type: none"> 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization 		
Score 40	<p>Quality Policy contains Two (2) of Five (5) key policy elements:</p> <ul style="list-style-type: none"> 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization 	<p>Project Quality Plan contains 2 of the 5 PQP requirements:</p> <ul style="list-style-type: none"> 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs 	<p>Quality Control Plan contains 2 of the 5 QCP requirements.</p> <ul style="list-style-type: none"> 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories
Score 60	<p>Quality Policy contains Three (3) of Five (5) key policy elements:</p> <ul style="list-style-type: none"> 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 	<p>Project Quality Plan contains 3 of the 5 PQP requirements:</p> <ul style="list-style-type: none"> 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs 	<p>Quality Control Plan contains 3 of the 5 QCP requirements</p> <ul style="list-style-type: none"> 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories



	5. is communicated and understood within the organization		
Score 80	<p>Quality Policy contains Four (4) of Five (5) key policy elements:</p> <ol style="list-style-type: none"> 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization 	<p>Project Quality Plan contains 4 of the 5 PQP requirements:</p> <ol style="list-style-type: none"> 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs 	<p>Quality Control Plan contains 4 of the 5 QCP requirements.</p> <ol style="list-style-type: none"> 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories
Score 100	<p>Quality Policy contains all Five (5) key policy elements:</p> <ol style="list-style-type: none"> 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization 	<p>Project Quality Plan contains all 5 of the PQP requirements:</p> <ol style="list-style-type: none"> 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs 	<p>Quality Control Plan contains all 5 of the QCP requirements.</p> <ol style="list-style-type: none"> 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories



Attached submissions to this schedule:

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

Signed	Date
Name	Position
Tenderer		



T2.2-07: EVALUATION SCHEDULE: HEALTH AND SAFETY REQUIREMENTS

Submit the following documents as a minimum with your tender:

1. Health and Safety Plan as per scope of work correlating with H&S Specification.
2. Detailed activity-based project specific Risk Assessments (RA), aligned to scope of work, baseline risk assessment, and H&S Specification.
3. Organogram with Legal Appointees Roles & Responsibilities, e.g., S 16.2, Construction Manager, Construction Supervisor, Safety Manager/Officer, all other legal appointments in term of legislation and regulations.
4. Health and Safety performance statistics (Manhours, DIFR, First Aid, near misses etc) over the past three years, as well as three years synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.
5. Evidence that the Principal Contractor have made adequate provisions for the cost of Health & Safety "Activity Schedule": CR 3(5) (b)(iii) read with CR 5(1)(g)

Attached submissions to this schedule:

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THE SCORING OF THE TENDERER'S HEALTH AND SAFETY REQUIREMENTS WILL BE AS FOLLOWS:

Safety, Health, and Environment Requirements	Bidder to submit required documents or required information to ensure SHE compliance in terms of Scope of work. Baseline risk assessment which as a minimum includes: 1. Identify the risks and hazards to which persons may be exposed to 2. Analysis and evaluation of identified risks/ hazards 3. Measures to mitigate, reduce or control the risks and hazards identified. 4. Roles and responsibilities for implementation and control 5. Defined methodology in which risks are quantified	10 Points	No response	0
			Less than two (2) key policy elements met.	20
			Any two (2) key policy elements met	40
			Any three (3) key policy elements met.	60
			Any four (4) key policy elements met.	80
			All five (5) key elements met	100
	Method Statement which as a minimum include: 1. Minimum Personal Protective Equipment (PPE) required to complete the job. 2. Scope of the work and hazards identified are aligned to risk assessment. 3. Personnel required and responsibilities. 4. Resources and equipment required. 5. Emergency procedures	5 Points	No response	0
			Less than two (2) key policy elements met.	20
			Any two (2) key policy elements met	40
			Any three (3) key policy elements met.	60
			Any four (4) key policy elements met.	80
			All five (5) key elements met	100
	Policy, Organisation and Management Involvement which as a minimum include and must be submitted with the tender: 1. SHEQ Policy 2. Copy signed by the Chief Executive Officer / Managing Director 3. Provide company organogram. 4. Relevant legal appointees for this project i.e. SHE Representatives, Environmental Control Officer, First Aiders, Risk Assessors, etc 5. OHSAct 16.2 Appointee	5 Points	No response	0
			Less than two (2) key policy elements met.	20
			Any two (2) key policy elements met	40
			Any three (3) key policy elements met.	60
			Any four (4) key policy elements met.	80
			All five (5) key policy elements met	100

T2.2-08: EVALUATION SCHEDULE – SPECIFIC GOALS

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

Selected Specific Goals	Number of points allocated (20)
B-BBEE Status Level of Contributor 1 or 2	10.00
30% Black Women Entities	5.00
51% Black owned EMEs and QSEs	5.00
Non-compliant and/or B-BBEE Level 3-8 contributors	0.00

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	<ul style="list-style-type: none"> B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
30% Black Women Owned Entities	<ul style="list-style-type: none"> B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines. CIPC and CSD registration
51% Black owned EMEs and QSEs	<ul style="list-style-type: none"> B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline. CIPC and CSD registration



ATTACHED SUBMISSIONS TO THIS SCHEDULE:

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General Returnable Schedules



T2.2-09: INTENTION TO TENDER

To: Transnet National Ports Authority Tender No: TNPA/2023/10/0002/45355/RFP

Closing Date: **05 April 2024**

E-mail: Tenderenquiriespdu@transnet.net

PROVISION OF AIR QUALITY MONITORING SYSTEM AND ASSOCIATED INFRASTRUCTURE

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

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

Company:
Contact:
Phone No:
e-mail Address:

REASON FOR NOT TENDERING:

SIGNATURE: _____

DATE: _____

T2.2-10: AUTHORITY TO SUBMIT A TENDER.

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

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

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

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



D. Certificate for Sole Proprietor

I, _____, hereby confirm that I am the sole owner of the

business trading as _____.

Signed	_____	Date	_____
Name	_____	Position	Sole Proprietor _____

T2.2-11: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
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14		
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T2.2-12 LETTER/S OF GOOD STANDING WITH THE WORKMEN'S COMPENSATION FUND

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

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

Name of Company/Members of Joint Venture:

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T2.2-14: PROPOSED ORGANISATION AND STAFFING

Attached submissions to this schedule:

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



T2.2-16: AVAILABILITY OF EQUIPMENT AND OTHER RESOURCES

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

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

T2.2-17: CAPACITY AND ABILITY TO MEET DELIVERY SCHEDULE

Note to tenderers:

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

A schedule detailing the following:

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

Index of documentation attached to this schedule:

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T2.2-18: SCHEDULE OF PROPOSED SUBCONTRACTORS

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

Note to tenderers:

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

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

Provide information of the Sub-contractors below:

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

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



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

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

T2.2-19 DOMESTIC PROMINENT INFLUENTIAL PERSONS (DPIP) OR FOREIGN PROMINENT PUBLIC OFFICIALS (FPPO)

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

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

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

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

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
Is the Respondent (Complete with a "Yes" or "No")						
A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP / FPPO		
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity / Business	Role in the entity /Business (Nature of interest / Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						
4						
5						
6						
7						
8						

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

2. SERVICE LEVELS

- 2.1 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 2.2 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
 - a) Random checks on compliance with quality/quantity/specifications
 - b) On-time delivery
- 2.3 The Service provider must provide a telephone number for customer service calls.
- 2.4 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

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

NO	
-----------	--

T2.2-20 : ANNEX G : COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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 Broad-Based Black Economic Empowerment [B-BBEE] Status Level of Contribution.

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

1.1 The value of this bid is estimated to below R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.2 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

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

SPECIFIC GOALS	POINTS
PRICE	80
SPECIFIC GOALS <ul style="list-style-type: none"> • B-BBEE Status Level of Contributor 1 or 2 (10 points) • 30% Black Women Entities (5 points) • 51% Black owned EMEs and QSEs (5 points) 	20
Total points for Price and Specific Goals must not exceed	100

1.4 Failure on the part of a bidder to submit proof of specific goals together with the bid will be interpreted to mean that preference points specific goals are not claimed.

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

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

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003
- (k) (Act No. 53 of 2003);
- (l) **"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.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Transnet SCM Policy on preferential procurement and Procurement Manuals, preference points must be awarded to a bidder for attaining the Specific Goals in accordance with the table below:

Specific Goals	Number of points (80/20 system)
B-BBEE Status Level of Contributor 1 or 2	10.00
30% Black Women Entities	5.00
51% Black owned EMEs and QSEs	5.00
Non-compliant and/or B-BBEE Level 3-8 contributors	0.00

4.2 The table below indicates the required proof for specific goals.

Enterprise	Proof of Evidence
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
30% Black Women Owned Entities	<ul style="list-style-type: none"> B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines. Certified Identity Document CIPC and CSD registration
51% Black owned EMEs and QSEs	<ul style="list-style-type: none"> B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC

	<p>Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline.</p> <ul style="list-style-type: none"> • CIPC and CSD registration
--	--

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

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete section 6 below.

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

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

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

V) Specify, by ticking the appropriate box, if subcontracting with any of the following enterprises:

Designated Group: An EME or QSE which is at last 51% owned by:	EME ✓	QSE ✓
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>
OR		
Any EME	<input type="checkbox"/>	<input type="checkbox"/>
Any QSE	<input type="checkbox"/>	<input type="checkbox"/>

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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



(f) forward the matter for criminal prosecution.

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

2.3 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 consortium¹ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

¹ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

T2.2-21 AGREEMENT IN TERMS OF PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013 (“POPIA”)

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 “(POPIA”):
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:

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

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



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

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

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

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

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

NO	
-----------	--

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

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

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

Authorised signatory for and on behalf of

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

AS WITNESSES:

1. Name: _____

Signature:

2. Name: _____

Signature:

T2.2-22: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify
that:

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

6.

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

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

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

IMPORTANT NOTICE TO RESPONDENTS

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

T2.2-23: 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 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

T2.25- SERVICE PROVIDER INTEGRITY PACT

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

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

2 COMMITMENTS OF TRANSNET

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

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

any operation being managed by, or any transaction which may be affected by the functions of their office.

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

further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

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

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

b) Labour

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

c) Environment

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

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

- a) has been requested to submit a Tender in response to this Tender invitation;
- b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
- c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.

4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.

- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a

tenderer has been restricted with National Treasury by another government institution.

- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e., on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
 - a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;

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

7 PREVIOUS TRANSGRESSIONS

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

Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
 - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
 - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form. Thus,

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

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

10 DISPUTE RESOLUTION

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

- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

11 GENERAL

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

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

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

Signature

Date

T2.2-26: 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

T2.2-27 SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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

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

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

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	<input style="width: 100%;" type="text"/>					
Company Registered Name	<input style="width: 100%;" type="text"/>					
Company Registration No Or ID No If a Sole Proprietor	<input style="width: 100%;" type="text"/>					
Company Income Tax Number	<input style="width: 100%;" type="text"/>					
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Did your company previously operate under another name?					Yes	No
If YES state the previous details below:						
Trading Name		<input style="width: 100%;" type="text"/>				
Registered Name		<input style="width: 100%;" type="text"/>				
Company Registration No Or ID No If a Sole Proprietor		<input style="width: 100%;" type="text"/>				
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Your Current Company's VAT Registration Status	
VAT Registration Number	<input style="width: 70%;" type="text"/>
If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status	<input style="width: 100%; height: 40px;" type="text"/>
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	<input style="width: 100%;" type="text"/>
Universal Branch Code	Bank Account Number	<input style="width: 100%;" type="text"/>

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

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

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

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

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

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

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

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

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

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths

APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

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

3. I hereby declare under Oath that:

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



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

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

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

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

Deponent Signature

.....

Date

Commissioner of Oaths

Signature & stamp

APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

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

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

3. I hereby declare under Oath that:

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



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

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

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

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

Deponent Signature

Date

Commissioner of Oaths
 Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

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.

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

To Whom It May Concern,

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

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

INSURED: Transnet (SOC) Limited

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

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

THE INSURED'S VAT NO: 4720103177

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

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

CONTRACT WORKS INSURANCE

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

Insurer : Mirabilis (Santam Limited)

Policy Number : MZAR35023-CAR

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

Territorial Limits : The Republic of South Africa.

Additional Co-Insureds:

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

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

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

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

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

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

Definitions

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

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

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

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

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

Main Policy Exclusions :

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

Deductibles:

In respect of loss or damage:

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

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

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



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

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

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

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

PUBLIC LIABILITY

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

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

Policy Limits:

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

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

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

General Policy Exclusions :

The policy does not cover:-

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



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

PROFESSIONAL INDEMNITY

Cover Provided :

Professional Indemnity

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

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132337

Jurisdiction :

Worldwide excluding North America

Insured Contracts:

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

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

Limit Of Indemnity:

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

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

Policy Extension
Limits Of Indemnity:

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

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

Deductibles:

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

Policy Special Conditions :

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

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

Policy Main Exclusions:

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

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

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

Dennis Govender



Chief Broking Officer

T2.2-29: 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.

<p>Index of documentation attached to this schedule:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

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:

AIR QUALITY MONITORING SYSTEM AND ASSOCIATED INFRASTRUCTURE PROJECT.

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
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) Thecla Mneney

Capacity GM: Infrastructure and Port Planning

for the Employer Transnet National Ports Authority, a division of Transnet SOC Limited
eMendi Building, Klub Road, Ngqura, Gqeberha, 6100

(Insert name and address of organisation)

Name & signature of witness Date



Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

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

The Contract

C1.2: Contract Data Part 1 and 2

C1.2 Contract Data

Part one - Data provided by the *Employer*.

Clause	Statement	Data
1	<p>General</p> <p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option</p>	<p>A: Priced contract with Activity Schedule</p> <hr/> <p>W1: Dispute resolution procedure</p> <hr/> <p>X1: Price adjustment for inflation</p> <p>X2: Changes in the law</p> <p>X7: Delay damages</p> <p>X13: Performance Bond</p> <p>X16: Retention</p> <p>X18: Limitation of liability</p> <p>Z: <i>Additional conditions of contract</i></p>
	<p>dispute resolution Option</p> <hr/> <p>and secondary Options</p>	
	<p>of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)</p>	
10.1	The <i>Employer</i> is:	<p>Transnet SOC Ltd (Registration No. 1990/000900/30)</p>

	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Port Authority Queen's Warehouse 237 Mahatma Gandhi Road Durban
10.1	The <i>Project Manager</i> is: (Name)	TBA
	Address	
	Tel	
	e-mail	
10.1	The <i>Supervisor</i> is: (Name)	TBA
	Address	
	Tel No.	
	e-mail	
11.2(13)	The <i>works</i> are	AIR QUALITY MONITORING SYSTEM AND ASSOCIATED INFRASTRUCTURE PROJECT.
11.2(14)	The following matters will be included in the Risk Register	Traffic congestion. Working over water. Multiple Organisations operating within the Island View complex. Airborne chemical substances.
11.2(15)	The <i>boundaries of the site</i> are	As stated in C4
11.2(16)	The Site Information is in	Part C4
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English

13.3	The <i>period for reply</i> is	Two (2) weeks	
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	Nine (9) months after award	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 Safety File Approval	TBA
		2 Obtain Construction Permit	Four (4) weeks from Contract award
		3 Submission and Approval of Method Statements for all key Activities	
30.1	The <i>access dates</i> are	Part of the Site	Date
		1 Site Camp	TBA
		2 Work Site	TBA
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	Two (2) weeks of the Contract Date.	
31.2	The <i>starting date</i> is	30 April 2024	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Three (3) weeks.	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
4	Testing and Defects		
42.2	The <i>defects date</i> is	Fifty-two (52) weeks after Completion of the whole of the <i>works</i>.	
43.2	The <i>defect correction period</i> is	Two (2) weeks	

5	Payment	
50.1	The <i>assessment interval</i> is	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Rand Merchant Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	<p>the cumulative rainfall (mm)</p> <p>the number of days with rainfall more than 10 mm</p> <p>the number of days with minimum air temperature less than 0 degrees Celsius</p> <p>the number of days with snow lying at 08:00 hours South African Time</p> <p>and these measurements:</p> <p>The place where weather is to be recorded (on the Site) is: The <i>Contractor's</i> Site establishment area</p> <p>The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at: Durban</p> <p>and which are available from: South African Weather Service 012 367 6023 or info3@weathersa.co.za.</p>
7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	

80.1	These are additional <i>Employer's</i> risks	None
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
1	Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	To the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
2	Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon.

Cover / indemnity **Cover / indemnity is to the extent provided by the SASRIA coupon**

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

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

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

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

The *Contractor* provides these additional Insurances

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

2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.

-
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor.**
 - 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000/R10 000 000.**
 - 5 Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement**
 - 6 Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000**
 - 7 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 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	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A or B	Priced contract with Activity Schedule or Bill of Quantities	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) The Association of Arbitrators (Southern Africa)

W1.4(2)	The <i>tribunal</i> is:	Arbitration		
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)		
	The place where arbitration is to be held is	Durban, South Africa		
	The person or organisation who will choose an arbitrator	The Chairman of the Association of Arbitrators (Southern Africa)		
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is			
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1(a)	The <i>base date</i> for indices is	April 2024		
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	Pro-portion	linked to index for	Index prepared by
		0.30	Labour (People)	The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa. (Link- http://www.statssa.gov.za/?page_id=1854&PPN=P0141)

0.15	Plant (Equipment)	The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa. (Link - http://www.statssa.gov.za/?page_id=1854 &PPN=P0151.1
0.15	Material (Civil)	The "Civil Engineering Material - Total" index in Table 6 (Civil engineering material price indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa. (Link - http://www.statssa.gov.za/?page_id=1854 &PPN=P0151.1); and

0.36	Material (Electrical)	The "Electrical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.
0.03	Material (Mechanical)	The "Mechanical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.
0.01	Fuel	The "Diesel" index in Table 1 (PPI for final manufactured goods) of the Statistical Release P0142.1 "Producer Price Index" published by Statistics South Africa. <small>(Link - http://www.statssa.gov.za/?page_id=1854&PPN=P0142.1)</small>

		1.00
		0.15 Non-adjustable
*Statistical release P0151 – Contract Price Adjustment Provisions (CPAP) Work Group and Selected Materials Indices		
X2	Changes in the law	No additional data is required for this Option
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R 30 000 per day
X13	Performance bond	
X13.1	The amount of the performance bond is	5% of the total of the Prices
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage is	Ten percent (10%) on all payments certified.
X18	Limitation of liability	

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

Z1 Obligations in respect of Job Creation

Z1.1 It will be a material term of this contract that the *Contractor* must contribute to the *Employer's* job-creation objectives as set out in Returnable Schedule T2.2 -28

Z1.2 The *Contractor's* undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.2-28 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the *Contractor* has failed in full to meet this specific material term of the contract, which may constitute a reason for termination..

Z1.3 The *Contractor* shall provide to the *Employer*, on a monthly basis or upon receiving an instruction to do so by the *Project Manager*, any documentation and/or evidence required by the *Employer*, which in the *Employer's* opinion would be necessary to verify whether the *Contractor* has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2 -28. The *Contractor* shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.

**Z2 Additional clause relating to
Performance Bonds and/or
guarantees**

Z2.1

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

**Z3 Additional clauses relating to
Joint Venture**

Z3.1

Insert the additional core clause 27.5.

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

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

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

iii. **Identification of the roles and responsibilities of the constituents to provide the Works.**

• **Financial requirements for the Joint Venture:**

iv. **the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;**

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

Z3.2

Insert additional core clause 27.6.

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

Z4 Additional obligations in respect of Termination

Z4.1

The following will be included under core clause 91.1:

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

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

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

Z4.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows:
		Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"
Z4.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

Z5	Right Reserved by the Employer to Conduct Vetting through SSA	
Z5.1		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:
		1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.
		2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.
		3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.

Z6	Additional Clause Relating to Collusion in the Construction Industry	
Z6.1		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.

Z7 Protection of Personal Information Act

Z7.1

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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .	
11.2(14)	The following matters will be included in the Risk Register		
31.1	The programme identified in the Contract Data is		
B	Priced contract with bill of quantities		
11.2(21)	The <i>bill of quantities</i> is in	C2.2	
11.2(31)	The tendered total of the Prices is	(In figures)	
		(In words), excluding VAT	
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>	
61 in	The hourly rates for Defined Cost of SSCC design outside the Working Areas are	Category of employee	Hourly rate
62 in	The percentage for design overheads is SSCC	%	
63 in	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		
B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components	



41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate
62 in SSCC	The percentage for design overheads is	%		
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			

C1.3: Form of Guarantee

C1.3 Forms of Securities

Pro forma Performance Guarantee

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

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

Option X13: Performance bond

The pro forma document for this 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/2023/10/0002/45355/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 _____
8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed at _____ on this _____ day of _____ 202_

Signature(s)	_____
Name(s) (printed)	_____
Position in Guarantor company	_____
Signature of Witness(s)	_____
Name(s) (printed)	_____

Part C2: Pricing Data

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	3
C2.2	Activity Schedule	4

C2.1 Pricing Instructions: Option A

1. The *conditions of contract*

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

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

Identified and defined terms 11

11.2 (20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.

(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.

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

- each group of completed activities and
- each completed activity which is not in a group

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

(30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

1.2. Measurement and Payment

1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.

1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.

1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity Schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.

1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.

-
- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.
- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.
- 1.2.9 The Prices are obtained from the activity schedule. The Prices includes for all direct and indirect costs, overheads, profits, oncosts, risks, liabilities, obligations, etc. relative to the contract.
- 1.3 Project specific pricing instructions
- **Fixed P&G**

Service providers are referred to the Measurement and Payment Clause (Clause 8) of SANS 1200A (General) document for the full intent and meaning of each clause thereof which are hereinafter referred to by clause number and heading only.
 - **Time –Related P&G**

Service providers are referred to the Measurement and Payment Clause (Clause 8) of SANS 1200A (General) document for the full intent and meaning of each clause thereof which are hereinafter referred to by clause number and heading only.
 - **Review of TNPA concept designs documents**

The service provider should review the following preliminary drawings:

 - Layout for air quality control stations with drawing no DH61I0903-000-00
 - **Geotechnical Investigation**
 - The soil condition for all three sites is classified as sandy
 - **Management & Supervision of FEL 4 Execution**
 - Designs of Air quality monitoring stations, their necessary infrastructure and fittings
 - Submission of Construction drawings to TNPA for acceptance
 - Approval by the professionals

-
- Safety File Approval and Issue Site Access Certificate
 - Site Establishment
 - Construction Phase
 - Safety team supervision
 - Commissioning / Testing Phase by the independent inspector
 - Issue of Completion Certificate / Hand-over
 - Project and contract close-out
- **Designs of Air quality monitoring stations**
 - Preliminary design and specification shall be submitted to the client for acceptance
 - Detailed design and specification shall be submitted to the client for acceptance
 - Professional approval of drawings
- **Construction Phase (for all three (3) sites)**
 - Demolition of existing Air quality monitoring stations, clearing the sites and disposing of rubble
 - Preparation of site and construction of reinforced concrete plinths
 - Installation of Welded Wire Mesh Security fence
 - Manufacture, supply and install the air quality monitoring stations with their necessary fittings.
 - Design, Supply and Install earthing and lightning protection.
 - Professional sign off
- **Close-Out**
 - Project completion certificate
 - Project Data manuals, drawings and procedure supplied to owner.
 - Hand over and certificate to owner
 - Contract snag list completed.
 - Close-Out report

C2.2 Activity Schedule

The Tenderer details his Activity Schedule below or makes reference to his Activity Schedule and attaches it to this schedule.

The details given below serve as guidelines only and the Tenderer may split or combine the activities to suit his particular methods.

Activity No	Activity Description	Unit	QTY	Rate	Price of each activity
A	Preliminary and General				
A1	Contractual Obligation	Sum	1		
A2	SHERQ Obligations	Sum	1		
A3	Supervision for duration of Construction	Sum	1		
A4	Waste collection and Disposal	Sum	1		
A5	Site Access Permits	Sum	1		
B	Civil Works				
B1	Demolish 3 existing stations including foundation & fencing, to be disposed of	Sum	1		
B2	Construct 3 reinforced concrete plinths (4000mm x 3500mm x 170mm) 25Mpa as per the Works Information	Sum	1		
C	Container				
C3	Supply 3 Chromadek and steel finish Containers (Containers to contain electrical circuitry, internal ventilation system (single unit air conditioning), power points and lighting, temperature sensor and ladder, lightning protection and 3kVA UPS)	Sum	1		
D	Electrical Works				
D1	Design, Supply and Install earthing and lightning protection for 3 Air Quality Monitoring Stations.	Sum	1		

Activity No	Activity Description	Unit	QTY	Rate	Price of each activity
D2	Supply and install 70 W,1.2 m fluorescent light fittings	Ea	6		
D3	Supply and install 400 W flood light fittings	Ea	6		
D4	3 KVA UPS unit with battery cabinet for each container (120 minutes backup) as per the specification.	sum	1		
D5	Design, supply and install a single phase 63 A Low Voltage distribution board	Ea	3		
D6	Supply and install 16 A sockets outlets	Ea	12		
D7	Supply and install 150m cabling for wiring and feeding cable to various loads as specified in Technical Specification	sum	1		
D8	Supply and Install 9000 Btu Airconditioning units (including control circuit for each air quality station)	Ea	6		
D9	Testing, Commission and Certificate of Compliance (COC) for 3 air quality monitoring stations	Sum	1		
E	Ambient Air Monitoring Equipment				
E1	SO2 continuous ambient air quality analysers (incl. internal permeation bench + SO2 tube) – USEPA approved (proof to be provided).	Ea	3		
E2	NOx continuous ambient analysers (incl. internal permeation bench + NO2 tube) - USEPA approved (proof to be provided).	Ea	3		
E3	Continuous PM10 & 2.5 analysers operating on beta-attenuation principle – USEPA approved for PM10 and PM2.5 (proof to be provided).	Ea	3		
E4	Zero air generator	Ea	3		
E5	Gas dilution calibrator with built-in ozone generator	Ea	3		
D6	Consumables kits for all gas analysers and pumps for a period of 1 year.	Ea	3		

Activity No	Activity Description	Unit	QTY	Rate	Price of each activity
E7	Supply of meteorological monitoring equipment viz, humidity sensor, solar radiation monitor, ambient temperature monitors, wind speed and wind direction monitor, mast / tower, automated data logger and data management system. All monitoring equipment must be calibrated to a national reference standard.	Sum	1		
E8	Commissioning of 3 air quality monitoring stations including the met equipment	Ea	3		
E9	Supply 13 Operation, zero/span checks (2-weekly), multipoint calibrations (quarterly and SANAS accredited), maintenance, data management, data collected from the monitoring network reports for 1 year (12 monthly and 1 annual report).	Sum	1		
E10	Training of TNPA Environment Department personnel.	Sum	1		
F	Information Technology				
F1	Industrial laptops with data logging software	Ea	3		
F2	Supply of data acquisition system	Ea	3		
F3	Supply and specification of a server (mid-range) for data storage.	Ea	3		
F4	Development of a QA/QC system for management of monitoring network in accordance with ISO 17025.	Sum	1		
G	Delivery and Installation				
G1	Deliver 3 Air Quality Monitoring Stations	Sum	1		
G2	Install 3 Air Quality Monitoring Stations	Sum	1		

Activity No	Activity Description	Unit	QTY	Rate	Price of each activity
H	Security				
H1	Supply and install 50 m long, 2m-high welded wire mesh security fence and all necessary fittings with 1.5m wide swinging pedestrian gate, 5m wide sliding gate and all necessary fittings	Sum	1		
H2	Supply and install 1.5m wide lockable swinging pedestrian gate and all necessary fittings with a locker and keyset	Sum	1		
H3	Supply and install 5m wide sliding gate and all necessary fittings with a locker and keyset	Sum	1		
H4	Make a provision of R 150 000 for the supply and installation of camera	Prov. Sum	1	R 150 000	
I	Maintenance				
I1	Maintenance of the systems for thirty-six (36) months	Sum	1		
Total (Excl. VAT)					
VAT					
Grand Total (Incl. VAT) to be carried forward to Form of offer and Acceptance					

Part C3: Scope of Works

PART C3: SCOPE OF WORK

Document reference	Title	No of page
	This cover page	1
C3.1	<i>Employer's Works Information</i>	
C3.2	<i>Contractor's Works</i>	54
Total number of pages		55

C3.1 EMPLOYER'S WORKS INFORMATION

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ANNEXURE B: ARCHITECTURAL AND ENGINEERING DRAWINGS

ANNEXURE C: SPECIFICATION FOR EARTHIN PROTECTION

SECTION 1

1 Description of the *works*

1.1 Executive overview

The *works* that the *Contractor* is to perform *involves* the provision of an air quality monitoring systems and associated infrastructure in the Port of Durban.

The required service will include:

- Demolition of existing stations including foundation and fencing, disposing of rubble to a permissible site.
- Design, Construct infrastructure, Supply, Installation, commissioning of three (3) air quality monitoring systems and their necessary infrastructure, including the reinforced concrete plinth, the welded wire mesh security fencefencing with lockable gates and the keys.
- Professional sign off (certification) responsibilities,
- Supervision
- Installation of lightning protection
- And any other work arising out of or incidental to the above or required of the Contractor for the proper completion of the works in accordance with the true meaning and intent of the contract document.
- Maintenance of the systems for thirty-six (36) months

The works in this document means a reinforced concrete plinth, fencing, lockable gate and the keys, air quality monitoring station, all electrical and mechanical installations necessary to render structure fully functional and operational.

C1.1.1. Location of Works

The three sites are located within the Port of Durban's boundaries as per the following descriptions and locality plans:

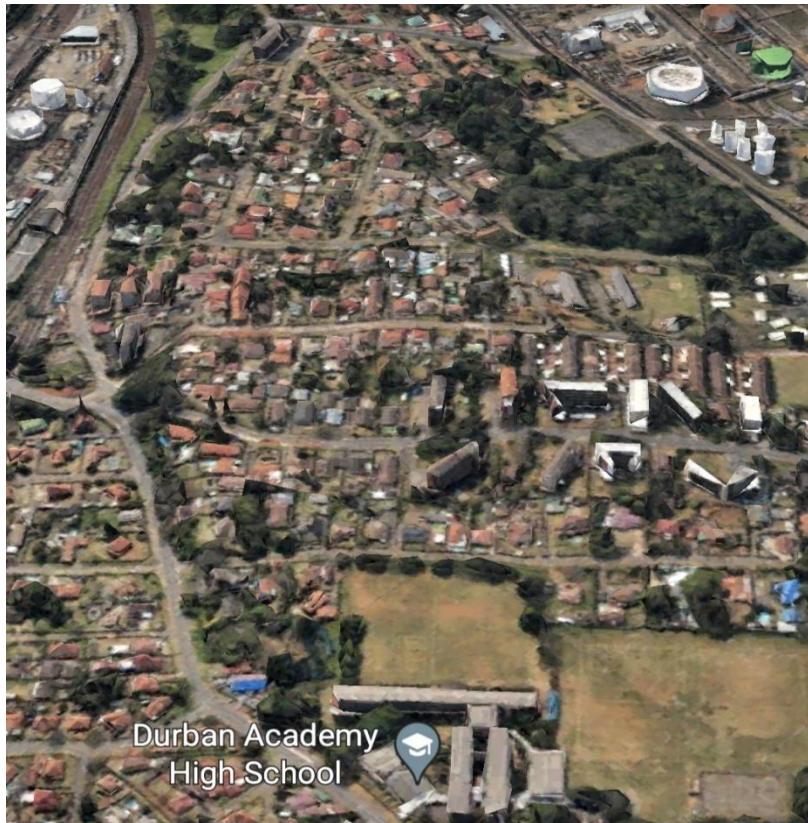
Wilson's Wharf [Victoria Mncadi Avenue, Boatsman Road, Port of Durban]



Pier 1 Fire Station [Bayhead Road, Fire station Road]



Durban Academy [Bluff Road, Shipman Road]



C1.1.2. Access to the Works

Access to the works will be from existing public road networks and TNPA roads. Access to the:

1. **Wilson's Wharf**, through Margaret Mncadi Avenue to Boatman's Road (Port of Durban entrance 3)
2. **Pier 1**, through Bayhead Road east bound to Substation Road.
3. **Durban Academy**, through Bluff Road to Shipman Road.

Access will be subject to the Transnet National Ports Authority security requirements and regulations.

1.2 Employer's objectives

The Employer's objectives are:

There should be only one site establishment in the Port of Durban due to the smaller magnitude of work to be carried out on site for the provision of air quality monitoring system and associated infrastructure project in the Port of Durban.

The required service will include demolition of existing stations, design, construction of infrastructure, Supply, Installation, commissioning of three (3) air quality monitoring systems, Installation of lightning protection, Professional sign off (certification) responsibilities, this includes but not limited to:

Site Establishment

1. The contractor shall clear site, and establish visible markings and barriers around the construction site
2. The contractor shall mobilize his plant and equipment on site
3. The contractor shall clear the site of excess debris and prepare for construction of infrastructure.

Site Measurements

- The required aesthetic finish for "external" stations is chromadek and galvanised steel.
- Design and construction of the works shall include for adequate waterproofing measures to be implemented, to guard against moisture ingress into stations.
- Hot dipped galvanized structural steelwork shall be used for, all in compliance with SANS 10162 (structural use of steelwork) and SANS 121:2000 (Hot dipped galvanizing for steelwork).
- To ensure that each of the required stations installations are "made to fit", drawings prepared must be confirmed on site before setting out.
- Detail design for the air quality monitoring stations and necessary infrastructure and fittings drawings shall be reviewed and accepted by TNPA, prior to commencement of any installation work on site.
- Operational and maintenance manuals for all air quality monitoring stations must be supplied by the contractor, together with all electrical, structural engineering and I.T. compliance certificates.

Fence:

- Welded wire mesh security fence with 1 lockable 2metre gate, locker and a keyset, Dimensions (6m x 5.5m x 2.5)

Concrete Plinth:

- Strength = 25Mpa
- Reinforcement: R10 bars, R10 Stirrups
- Size of the plinth (Solid raft foundation with thickening at edges) = 4m(l) x 3.5m(b) x 0.17m(t), edges = 0.2(b) x 0.2(w) x 0.17(d)

Container (Chromadek and steel finish):

- 4m x 3.5m x 3m high

Analyzers:

Must conform 100% to USEPA/TUV designation.

- Principle: Single Pass Ultraviolet absorption
- Measurement: O3 in Ambient Air
- Units of Measurement ppb, ppm, ug/m3, mg/m3 selectable
- Display: Digital
- Ranges: 0 – 10 PPM Full Scale (Selectable, Auto Ranging)
- Minimum Detectable Limit: <0.4 PPB (60 sec. averaging time)
- Noise Level: 0.2 PPB (60 sec. averaging time)
- Zero Drift: <1 PPB/24Hrs.
- Span Drift: <1% of reading/24Hrs
- Rise/Fall Time <30 Seconds to 95%
- Precision 0.5% of reading above 100ppb
- Power Requirements 220 – 240 VAC 60Hz 3A
- Operating Temperature 0 – 40 Degrees Celcius
- Analog Output Range 10V, 5V, 1V, 0.1V (Selectable)
- Standard I/O Ethernet: 10/100BaseT
RS232 (300 – 115,200 baud)
USB Device ports
- Analog outputs
- Linearity: ±1% of full scale
- Calibration: Please see calibration section in instrument manual
- Consumables: Requirements for 2 years of continuous operation

Instrument to include: IZS Generator for Span

Specifications for IZS Generator

- Maximum concentration 1.0 ppm
- Minimum concentration 0.050 ppm
- Resolution 0.5 ppb
- Repeatability (7days) 1% of reading
- Response Time <5 min of 95%

Mandatory requirements

- Supply of recommended service kits, recommended spares, consumables, and accessories (as per manufacturer's service & maintenance schedule) for 2 years continuous operation.
- On-site training (± 1 day) on usage regarding routine calibration checks, maintenance checks, warning signals and basic trouble shooting.
- Three years of service, maintenance and multi-point calibration of all analysers installed on a 6-monthly basis.

- Service provider for calibrations of must be accredited with SANAS (South African National Accreditation Systems) to conduct the 6-monthly multi-point calibrations. This is a National requirement for air quality management.
- Supply of hardcopy and electronic manuals as well as troubleshooting guide

Additional Requirements:

- Hard copy of instrument manual (operation, calibration, maintenance and troubleshooting).
- Two-year warranty on all instrument

Quantities per:

Financial Year	No. of Oxides of Ozone (O3) Analysers
2022/2023	3
2023/2024	2

Installation of air quality monitoring stations

- A new fully operational air quality monitoring stations will be required to be designed and installed by the contractor to fit within the designated space.
- The Contractor shall make good to existing surfaces.

Installation of lightning protection

Commissioning and Testing

- The contractor shall appoint a competent inspector to test the new air quality monitoring stations.

The purpose of the works is to demolish the three (3) Air quality monitoring station, dispose of the rubble and install the new Air quality monitoring station with necessary infrastructure using the latest technology, including the installation of lightning protection. The works will ensure that the Port of Durban have the real time air quality data to comply with the relevant legislations and municipality bylaws.

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority

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

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

2 Engineering and the *Contractor's* design

2.1 *Employer's* design

2.1.1 The *Employer's* design for the *works* is: *Preliminary design for the works as a guide for the tenderers. The contractor is expected to design, submit the designs for acceptance and approval, preparation sites, supply, installation of Air quality monitoring stations, construct the necessary infrastructure and fit all necessary fittings, including the lightning protection.*

2.1.2 The *Employer* grants the *Contractor* a licence to use the copyright in design data presented to the *Contractor* for the purpose of the *works* (and the *Contractor's* obligation under paragraph 2.2 of the *Employer's Works* Information) ONLY.

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

2.2.1 The *Contractor* is to design the following parts of the *works*:

The Contractor must prepare detailed design for the entire works. The list of items to be designed by the contractor is, but not limited to:

Site Establishment

4. The contractor shall clear site and establish visible markings and barriers around the construction site.
5. The contractor shall mobilize his plant and equipment on site.
6. The contractor shall clear the site of excess debris and prepare for construction of infrastructure.

Site Measurements

- The required aesthetic finish for "external" stations is chromadek and galvanised steel

- Design and construction of the works shall include for adequate waterproofing measures to be implemented, to guard against moisture ingress into stations.
- Hot dipped galvanized structural steelwork shall be used for, all in compliance with SANS 10162 (structural use of steelwork) and SANS 121:2000 (Hot dipped galvanizing for steelwork).
- To ensure that each of the required station installations are "made to fit", drawings prepared must be confirmed on site before setting out.
- Detail design for the air quality monitoring stations and necessary infrastructure and fittings drawings shall be reviewed and accepted by TNPA, prior to commencement of any installation work on site.
- Operational and maintenance manuals for all air quality monitoring stations must be supplied by the contractor, together with all electrical, structural engineering and I.T. compliance certificates.

Fence:

- Welded wire mesh security fence with 1 lockable 2metre gate, locker and a keyset, Dimensions (6m x 5.5m x 2.5)
- Supply and install 50 m long, 2m-high welded wire mesh security fencing and all necessary fittings with 1.5m wide swinging pedestrian gate, 5m wide sliding gate and all necessary fittings

Concrete Plinth:

- Strength = 25Mpa
- Reinforcement: R10 bars, R10 Stirrups
- Size of the plinth (Solid raft foundation with thickening at edges) = 4m(l) x 3.5m(b) x 0.17m(t), edges = 0.2(b) x 0.2(w) x 0.17(d)

Container (Chromadek and steel finish):

- 4m x 3.5m x 3m high

Analyzers:

Must conform 100% to USEPA/TUV designation.

- Principle: Single Pass Ultraviolet absorption
- Measurement: O3 in Ambient Air
- Units of Measurement ppb, ppm, ug/m3, mg/m3 selectable
- Display: Digital
- Ranges: 0 – 10 PPM Full Scale (Selectable, Auto Ranging)
- Minimum Detectable Limit: <0.4 PPB (60 sec. averaging time)
- Noise Level: 0.2 PPB (60 sec. averaging time)
- Zero Drift: <1 PPB/24Hrs.
- Span Drift: <1% of reading/24Hrs

- Rise/Fall Time <30 Seconds to 95%
- Precision 0.5% of reading above 100ppb
- Power Requirements 220 – 240 VAC 60Hz 3A
- Operating Temperature 0 – 40 Degrees Celcius
- Analog Output Range 10V, 5V, 1V, 0.1V (Selectable)
- Standard I/O Ethernet: 10/100BaseT
RS232 (300 – 115,200 baud)
USB Device ports
- Analog outputs
- Linearity: $\pm 1\%$ of full scale
-
- Calibration: Please see calibration section in instrument manual
- Consumables: Requirements for 2 years of continuous operation

Instrument to include: IZS Generator for Span

Specifications for IZS Generator

- Maximum concentration 1.0 ppm
- Minimum concentration 0.050 ppm
- Resolution 0.5 ppb
- Repeatability (7days) 1% of reading
- Response Time <5 min of 95%

Mandatory requirements

- Supply of recommended service kits, recommended spares, consumables, and accessories (as per manufacturer's service & maintenance schedule) for 2 years continuous operation.
- On-site training (± 1 day) on usage regarding routine calibration checks, maintenance checks, warning signals and basic trouble shooting.
- Three years of service, maintenance and multi-point calibration of all analysers installed on a 6-monthly basis.
- Service provider for calibrations of must be accredited with SANAS (South African National Accreditation Systems) to conduct the 6-monthly multi-point calibrations. This is a national requirement for air quality management.
- Supply of hardcopy and electronic manuals as well as troubleshooting guide

Additional Requirements:

- Hard copy of instrument manual (operation, calibration, maintenance and troubleshooting).
- Two-year warranty on all instrument

Quantities per:

Financial Year	No. of Oxides of Ozone (O3) Analysers
2022/2023	3
2023/2024	2

Installation of air quality monitoring stations

- A new fully operational air quality monitoring stations will be required to be designed and installed by the contractor to fit within the designated space.
- The Contractor shall make good to existing surfaces.

Lightning protection

Design, supply, and install earthing and lightning for each air quality monitoring station.

Commissioning and Testing

- The contractor shall appoint a competent inspector to test the new air quality monitoring stations.

2.2.2 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 for the following parts of the *works*:

The entire works as stated in 2.2.1

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

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

2.3.1 The *Contractor* shall address the following procedures:

- (a) *The Contractor must submit 1 (one) electronic copy and 2 (two) paper copies of the drawings.*
- (b) *The contractor must use the TNPA's approved drawing template.*

2.3.2 The Contractor undertakes design safety reviews with TNPA's *Project Manager*

2.3.3 Documentation Submission

In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Contractor Document Submittal Requirements' Standard.

2.4 Review and Acceptance of *Contractor* Documentation

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

In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the '*Contractor* Document Submittal Requirements' obtainable from TNPA document control department.

2.4.1 Any comments made by the Supervisor on the drawings will be forwarded electronically to the Contractor.

2.4.2 (One) paper copy of the accepted drawings shall be stamped 'accepted' and returned to the Contractor.

2.4.3 The acceptance of the drawings by the Supervisor shall be done in principle only and shall not mean the approval of the detail design on the drawings, which shall be responsibility of the Contractor.

2.4.4 CONTRACTOR'S MECHANICAL DRAWINGS

Where called for in the detail specification these drawings are to be prepared by the Contractor at his expense in accordance with this document and shall be on a scale of not less than 1:50.

Drawings shall be prepared in a CAD programme as called for in the detail specification or indicated by the Engineer.

These drawings shall at least consist of:

a) **Builder's work drawings**

These shall indicate all work to be done by others (bases, foundations, holes in concrete, etc.) as well as the sizes, capacities and positions of service connections (electrical, water, drainage, etc.) to be provided by others, all in accordance with the supplementary specification.

b) **General arrangement drawings**

These shall indicate all equipment, distribution systems, testing and inspection requirements as well as instrumentation positions and access requirements.

c) **Civil drawings**

These shall be based on the General Arrangement drawings and shall show in

detail the construction of all the parts of the works, method of assembly where applicable, erection and construction, materials and connections, welds, gaskets, sealants, fastenings, reinforcing and all other necessary detail.

d) Electrical, mechanical and control system drawings

Electrical drawings shall comprise of complete wiring for control panel.

Pneumatic/hydraulic control drawings (if applicable) shall include piping drawings with schematics and instrumentation and valve layouts, including compressor's positions and fittings.

As-Built drawings and wiring diagrams

These are up-to-date approved drawings at the completion of the contract. Tenderers shall allow in their price for submitting to the *Employer* a CD disk containing each of the up-to-date general arrangement drawings, structural/civil drawings, mechanical as well as electrical and control drawings together with the O&M manuals specified herein.

Submission of contractor's drawings

Drawings shall be submitted to the Engineer in orderly fashion commencing within the following time limits **or** as determined by the main contract programme (where applicable):

- Builder's work drawings : within 2 weeks of tender acceptance.
- General layout drawings : within 4 weeks of tender acceptance.
- Structural/Civil drawings : within 6 weeks of tender acceptance.
- Electrical and Mechanical drawings : within 6 weeks of tender acceptance.
- As-built drawings : at completion before first hand-over.

By submitting drawings, the Contractor represents that he has determined and verified all site measurements, site instruction criteria, materials, catalogue numbers and similar data, or will do so, and that he has checked and co-ordinated each of his drawings with the requirements of the works and the contract documents, taking into account drawings of all other relevant disciplines.

At the time of submission the Contractor shall inform the Engineer/supervisor in writing of any deviation in the Contractor's drawings from the requirements of the contract documents.

The Engineer/supervisor will review and approve drawings with reasonable promptness (so as not to cause a delay) only for conformance with the design concept and the contract requirements.

The Engineer/supervisor may, at his discretion and depending on the number of discrepancies, require amendment and resubmission prior to approval. Drawings shall be resubmitted until approved prior to any portion of the works related to the drawings being commenced.

Should the Contractor during drawing amendment, alter any portion of his drawings not specifically required by the Engineer/supervisor; he shall point this out in writing when resubmitting the drawing.

2.5 Other requirements of the *Contractor's* design

2.5.1 The *Contractor's* design complies with the following:

- SANS Regulations
- Ports' Regulations
- Municipality's bylaws
- OHSAct
- NEM-AQ standards
- Quality Act 2004

2.6 Use of *Contractor's* design

2.6.1 The *Contractor* is expected to Design, Supply, Install, Commission and hand over of the 3 Air quality monitoring stations, their necessary infrastructure and fittings in the Port of Durban.

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

Design, Supply, Installation, Commissioning, and hand over of the three (3) Air quality monitoring stations, necessary infrastructure and fittings, including the lightning protection in the Port of Durban

2.7 Design of Equipment

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

The contractor is responsible for designing the complete air quality monitoring stations, its necessary structures and its necessary fittings in each location as per SANS requirements and OHS Act. The air quality monitoring stations and their structures will be designed by the contractor and submitted to the TNPA Project Manager for acceptance before installation. After the installation, the contractor is responsible for appointing the qualified inspector to inspect and test all three (3) stations before commissioning.

2.7.2 The following principal Equipment categories deployed for the *Contractor* to provide the *Works* require its design to be accepted by the *Project Manager* under ECC Clause 23.1:
None

2.8 Equipment required to be included in the *works*.

- None

2.9 As-built drawings, operating manuals and maintenance schedules

2.9.1 The *Contractor* provides the following:

The Contractor shall provide to the Project Manager with the following:

- *As-built drawings (DWG,PDF and hard copy)*
- *operating manuals (Electronic and hard copy)*
- *maintenance schedules, (Electronic and hard copy)*
- *all drawings (DWG, PDF and hard copy)*
- *surveys (DWG, google earth, PDF and Hard copy)*
- *marked up drawings, (DWG,PDF and hard copy)*
- *measurements and all information required for the production of accurate As Built drawings and documentation.(Electronic and hard copy)*

2.9.2 As-Built/Final Documentation

In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Contractor Document Submittal Requirements' Standard

The Contractor shall prepare and supply comprehensive manuals for the successful operation and maintenance of the air quality monitoring stations. A draft of the manual shall be submitted to the *Employer* after commissioning, for approval. The draft shall then be corrected, if required, and THREE sets of the manual shall be submitted before first acceptance of the air quality monitoring stations will be considered. The contractor shall also ensure that a full Certification shall be submitted to TNPA for the Multi-disciplinary design and installation of all three air quality monitoring stations and their necessary infrastructure.

No retention monies will be released, or final account accepted until this has been complied with.

Manuals shall be prepared in English unless otherwise required by the Engineer/*Project Manager*. These manuals shall be bound in hard file covers with clear titles and indices and shall contain the following information as a minimum, in the sections indicated:

SECTION 1: System Description

A comprehensive description of the system, including schematic diagrams.

SECTION 2: Commissioning Data

The results of all checks and measurements as recorded during the commissioning period, shall be compiled in such a manner that every check and measurement is clearly defined.

Please refer to SANS 1545-4 -Section 13: Labels, notices and operating instructions for SECTION 3 below

SECTION 3: Operating Instructions

1. Equipment's' running check list and frequency of servicing.
2. Safety precautions to be taken.
3. Manual and automatic operation.
4. Operator's duties.
5. Lubricating oils and service instructions.
6. Pre-start checklist for each system.
7. Starting and stopping procedures.

SECTION 4: Mechanical Equipment

1. Description of all major items of equipment with the make, model number, names, addresses and telephone numbers of the Supplier, Manufacturer or their Agents.
2. Design capacities of all equipment including selection parameters, selection curves, capacity tables, etc.
3. Manufacturer's brochures and pamphlets.
4. Schedule of spares with part numbers recommended to be held in stock by the Client.

SECTION 5 : Maintenance Instructions

1. Schedule of maintenance particulars, frequency of service and replacements.
2. Troubleshooting guide.
3. Part number of all replacement items and spares.

4. Capacity curves of pumps, fans and compressors (if applicable).
5. Serial number of main items of equipment.

SECTION 6: Electrical and Mechanical Equipment

1. Schedule of equipment indicating manufacturer, type, model number, capacity and address and telephone number of supplier.
2. Maintenance instructions.
3. Manufacturer's brochures and pamphlets.
4. Complete "as-built" circuit diagrams and diagrammatic representation of inter-connections of electrical and mechanical equipment.

SECTION 7: Instrumentation and Control

1. Description of each control system.
2. Schedule of control equipment indicating make, type, model number, rating, capacity and name, address and telephone number of suppliers.
3. Maintenance instructions.

Certificates of Compliance for the Air Quality Monitoring Stations

1. Certificates of tests and examination is required after installation as per SANS 1545-3

1. Paper prints (reduced if so desired) of all "as-built" Civil and structural, mechanical and electrical Contractor's drawings.

All drawings including "as-built" on CD utilizing a CAD programme as required by the Engineer to be handed over with the manuals.

2.9.3 Installation, Maintenance and Operating Manuals and Data Books

In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Data Books and Manuals' Standard included in Annexure 10 (Refer DOC-STD-0001) and the 'Contractor Documentation Submittal Requirements' Standard

3 Construction

3.1 Temporary works, Site services & construction constraints

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

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

1. The contractor is required to compile a SHE file to TNPA for approval
2. TNPA will be responsible for inducting the contractor.
3. TNPA security will issue the access permits to all inducted contractors.

3.1.3 **Restrictions to access on Site, roads, walkways and barricades**

- (a) 3.1.2.1 The Contractor is specifically excluded from entering the *Employer's* Operational Areas which are adjacent to the Site and Working Areas. The Contractor plans and organises his work in such a manner to cause the least possible disruption to the *Employer's* operations.
- (b) 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, etc for protection, direction, and control of traffic.
- (c) The Contractor ensures that any of his staff, labour and Equipment moving outside of his allocated Site and Working Areas does not obstruct the operations of the port. To this end access routes are allocated and coordinated by the *Project Manager*.
- (d) The Contractor ensures that all his construction staff, labour, and Equipment remains within his allocated and fenced off construction area.
- (e) All Contractor's staff and labour working within the Durban Academy school complies with the school's and Transnet National Ports Authority's (TNPA) operational safety requirements.

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

The contractor shall not disrupt the office staff or TNPA operations in any way.

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

1. The Contractor keeps daily records of his people engaged on the Site and Working Areas (including Sub-Contractors) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
2. The Contractor has access to the site from 07h00 to 17h00 daily on all working days Monday to Friday. The Contractor will be required to obtain permission from the *Project Manager* to Conduct works out of the hours stipulated. Basic conditions of employment will be adhered to – a 45-hour week will apply, with a maximum of 10 hours overtime.

2.1.1. The *Contractor* complies with the following hours of work for his people (including Subcontractors) employed on the Site:

07h00 to 17h00 daily on all working days Monday to Friday. The Contractor will be required to obtain permission from the *Project Manager* to Conduct works out of the hours stipulated. Basic conditions of employment will be adhered to – a 45-hour week will apply, with a maximum of 10 hours overtime.

2.1.2. 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.

2.1.3. Health and safety facilities on Site

3.1.6 Health and safety facilities on Site

- (a) All health and safety matters associated with the *works* shall be dealt with in accordance with Occupational Health & Safety Act, 1993 (Act No. 85 of 1993) and the Transnet National Ports Authority Health and Safety Specifications contained in **Annexure B** to this *works* Information.
- (b) The *Contractor* shall prepare, implement and administer the *Contractor's* Health and Safety Management Plan (CHSMP). The Health and Safety Management Plan must provide a systematic method of managing hazards and implementing control measures.
- (c) The *Contractor* must prepare and submit the occupational health & safety file to the *Project Manager* for acceptance. The *Project Manager* will then submit the occupational health & safety to the TNPA Legal & Compliance Department for approval before the commencement of the *works*.
- (d) Pre-employment medical examinations as well as exit medicals will be required and must further include for chest X-rays. These medical examinations must be carried out by a registered Occupational Health practitioner. All costs associated will be for the *Contractor's* account.
- (e) First aid Treatment and facilities shall be provided by the contractor.
- (f) The *Contractor* ensures that its Sub-Contractors comply with the requirements of the Occupational Health & Safety Act, 1993 (Act No. 85 of 1993).
- (g) The *Contractor* performs the *works* and all construction activities within the Site and Working Areas in accordance with the *Contractor's* Health and Safety Management Plan (CHSMP).
- (h) All Emergencies strategies are to be aligned and coordinated with TNPA Emergency planning for each particular site.

3.1.7 Covid-19 Occupational Health and Safety Measures in the Workplace

- (a) The contractor is to implement occupational health and safety measures to (reduce and eliminate) the escalation of COVID-19 infections in workplaces as set out in the Schedule adopted by the Minister of Employment and Labour, in terms of Regulation 10(8) of the National Disaster Regulations (Act No. 57 of 2002) and comply to all COVID-19 related guidelines issued by the government in this regard.
- (b) The *Contractor* complies with the requirements stated under paragraph 2.3 of C3.1 *Employer's* Works Information.
 - 2.1.4. Environmental controls, fauna & flora, dealing with objects of historical interest.
 - 2.1.5. The *Contractor* complies with the CEMP, SES and PES in the construction of the *works*, all as described under paragraph 2.4 of C3.1 *Employer's* Works Information.
 - 2.1.6. Title to Materials from demolition and excavation
 - 2.1.7. Cooperating with and obtaining acceptance of others

- The *Employer* (including the agents of the *Employer*) operates on Site during the entire duration of the Contract period.
- Others, Contractor to be notified once appointed by the *Employer*, operate on Site during the entire duration of the Contract period.

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

- The Sub-contractors
- Consultants
- *Employers'* agents (TNPA Property, TNPA Fire and Emergency department, EThekweni municipality and Durban Academy School)

2.1.9. 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

2.1.10. The *Contractor* provides a notice board

2.1.11. The *Contractor* provides progress photographs weekly in JPEG and Microsoft PowerPoint at a weekly progress meeting held on site.

2.1.12. 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*.

2.1.13. *Contractor's* Equipment

2.1.14. 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.

2.1.15. Equipment provided by the *Employer*

- No Equipment will be provided by the *Employer*.

2.1.16. The *Employer* provides the following Equipment on the Site for the *Contractor's* use:

- None

2.1.17. The *Contractor* complies with the following conditions in using the *Employer's* Equipment:

- N/A

2.1.18. Site services and facilities:

- For the duration of the Contract, the *Project Manager* will provide an area, free of charge, for the Contractor to establish his offices, lay down areas, stores, workshops, and other Contractor's Equipment.
- The contractor shall provide the following connections to services within the Site for Contractor's use:
- 50mm Isolation valve for construction Potable Water.
- The contractor shall provide a connection to the *Employer's* water borne sewage network. Where no suitable connection to a sewerage system is feasible, portable chemical type toilets may be used.

2.1.19. The *Employer* provides the following facilities for the *Contractor*:

2.1.20. Wherever the *Employer* provides facilities (including, *inter alia*, temporary power, water, waste disposal, telecommunications etc) for the *Contractor's* use within the Working Areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full 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*.

2.1.21. Facilities provided by the *Contractor*:

- The Contractor provides no facilities for the *Project Manager* and Supervisor.
- The Contractor ensures that this site establishment area is compliant with the relevant safety regulations and restrictions, is clearly sign posted, and has a suitable security fence, lighting and the necessary access control gates.
- All costs for preparation of the site establishment area are for the Contractor's account.
- The Contractor submits details of the layout of his site establishment to the *Project Manager* for his acceptance.
- The Contractor installs a metering device, accepted by the *Project Manager*, immediately downstream at each of the *Employer's* connections from where he draws services. The Contractor provides the *Project Manager* details of his monthly consumption of potable water and power.
- The Contractor is responsible for his own connection to the *Employer's* services and for the reticulation of his services from the connection point. The cost of meters, connections, reticulation and all other usage costs associated with the provision of services are for the Contractor's account.

- The Contractor provides the *Project Manager* with a "Certificate of Compliance" (COC), by an "Accredited" Person as defined by the OHS Act, in respect of his Construction Power electrical installation. The *Project Manager* only makes construction power available upon receipt of the COC.
- The Construction Manager (or his nominated representative) conducts routine inspections of the Contractor's construction power reticulation and power tools. If found to be un-safe and / or non-compliant with statutory requirements, the electrical power supply is disconnected until the Contractor rectifies all defaults.
- The Contractor provides, at his cost, a sufficient number of toilets and maintains them in a clean and sanitary working condition.
- The Contractor provides temporary lighting and fencing around every section occupied by him during the construction of the works.
- Such fencing demarcates and secures the construction area. The fencing is erected before any work starts and is removed only upon completion of the work in that area.
- The Contractor includes for all costs for such lighting and fencing, including access control into and out of these restricted areas.
- Wherever the Contractor provides facilities (either his own or for the *Project Manager* and/or Supervisor) and all items of Equipment, involving, inter alia, offices, accommodation, laboratories, Materials storage, etc., within the Working Areas, then the Contractor makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
- Upon completion, and within one month of the date of acceptance of the works, the Contractor completely removes from the Site and Working Areas all his Equipment, including the foundations of any structures, stores, office accommodation or any other asset belonging to him, and leaves the Site and Working Areas in a tidy condition to the satisfaction of the *Project Manager*.
- No excess or discarded materials or Equipment may be buried or dumped within the port boundary.
- Demolition of all temporary structures surfaces etc. shall be first approved by the *Project Manager* prior to the work being carried out.
- The *Employer* does not provide any security for the Site and Working Areas. The Contractor provides same and indemnifies and holds indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of Site and Working Area security.
- No housing is available for the Contractor's employees. The Contractor makes his own arrangements to house his employees and transports them to site in a

closed vehicle specifically designed for passenger transport (bus or similar) which is in a roadworthy condition.

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

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

- None

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

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

2.1.25. Existing premises, inspection of adjoining properties and checking work of Others

2.1.26. The *Contractor* inspects and surveys the following buildings, premises and facilities adjacent to the site, in conjunction with the *Project Manager*: Buildings, underground services, marine structures, etc

2.1.27. The *Contractor* inspects and certify the work done by his sub-contractors with which the *works* interfaces in conjunction with the *Project Manager*.

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

- Setting out of the works and survey control is based on Hartebeeshoek 94 (WGS 84 Ellipsoid) co-ordinate system. Levels are given relative to mean sea level. The *Project Manager* will confirm the specific locations for each of the Lift installations, and the space restrictions (if any) applicable to each installation that needs to be adhered to.

2.1.29. The *Employer* provides the following information and survey controls for the *Contractor*:

- None

2.1.30. Excavations and associated water control

2.1.31. The *Contractor* complies with the following requirements

- The Contractor protects all excavations against any water ingress whether by seepage, rains, storms, floods, or any other means.
- The Contractor immediately removes any water found in the excavation by pumping and / or bailing and provides all necessary Equipment (pumps, pipes, etc) to do so. Water is cleared in such a way that it cannot seep or flow back into the excavations.
- Probability of Asbestos Contamination in Excavations:
 - The Contractor ensures his staff and labour are equipped with the necessary PPE and are trained to recognize asbestos contamination
 - On encountering asbestos contamination, the Contractor immediately stops all work in the affected area, he summonses the Supervisor and secures the area.
 - The Supervisor arranges for a specialist waste disposal Contractor to collect, bag, remove and dispose the contaminated material from the excavation or bulk earthworks.
 - The Contractor continues with the excavation or bulk earthworks on receipt of a written instruction from the Supervisor.

2.1.32. Underground services, other existing services, cable and pipe trenches and covers

- As a guide only, the *Project Manager* provides the Contractor with drawing(s) showing various known existing underground services for his information. The position of these services is approximate, and it is possible that other services exist which are not reflected, and which may affect the works.
- The Contractor establishes the location of the various existing services situated within the Site and Working Areas and records all such information on "marked-up" drawing(s) which always remain available for reference.
- The Contractor exercises due care and attention in carrying out any excavation work to avoid damage or disruption to existing services. The Contractor accordingly consults the *Project Manager* prior to undertaking any excavation work.
- Should the Contractor fail to exercise the requisite care and attention in carrying out the excavation work, the Contractor will be held liable for any claims arising out of damage caused by such excavation.

2.1.33. Where the *Contractor* encounters existing underground services, existing services cables, pipe trenches the *Contractor* undertakes the following:

- To notify the *Project Manager*, who will advise the contractor accordingly.

2.1.34. Control of noise, dust, water and waste

2.1.35. The *Contractor* complies with the following:

- Before moving Equipment onto the Site and Working Areas and commencing operations, the Contractor submits his proposed methods of construction which demonstrate the measures taken to avoid and or reduce any nuisance arising from dust, noise and vibration for acceptance by the *Project Manager*.

2.1.36. Sequences of construction or installation

2.1.37. The *Contractor* complies with the following:

2.1.38. Giving notice of work to be covered up

2.1.39. The Contractor notifies the Supervisor in writing of any elements of the works which are to be covered up. This notification is given not less than 24 (twenty four) hours prior to the proposed covering up.

2.1.40. Hook ups to existing *work*:

None

2.1.41. The *Contractor* complies with the following constraints in the execution of the *works*:

- All sites are situated in the operational admin building, there should be no disruption to TNPA operation due to construction.
- The Port of Durban is a very busy port, the contractor to ensure that their employees are transported to and from the port in a safe manner.

3.2 Completion, testing, commissioning and correction of Defects

3.2.1 The *work* to be done by the Completion Date

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

Item of work	To be completed by
Approved as built drawings and manuals.	Within 14 days better to state "prior to" to Completion.
Performance testing of the works.	To be conducted as the Works progresses in order to satisfy the requirements of the Technical Specifications.

3.2.2 The *Contractor* is permitted to carry out the following *works* after Completion:

- Only snag list and defects during maintenance period.

-
- 3.2.3 Use of the *works* before Completion has been certified.
- None.
- 3.2.4 The *Employer* uses the following part / parts of the *works* before Completion is certified by the *Project Manager* which do not constitute take over by the *Employer* for the reason(s) stated:
- None.
- 3.2.5 Materials facilities and samples for tests and inspections
- The Contractor is to provide all materials, facilities and apparatus required for any test and /or inspections required by the Works Information.
 - The Contractor is to provide samples as required by the Works Information.
- 3.2.6 The *Contractor* provides the *Employer* with the following:
- Concrete strength test results
- 3.2.7 The *Employer* provides the *Contractor* with the following [state what facilities will be made available and when, what materials if any and samples in order for the Supervisor to perform his tests and inspections as described under paragraph 3.2.1 of C3.1 *Employer's Works Information*] as ECC Clause 40.2:
- None.
- 3.2.8 Commissioning
- 3.2.9 The *Contractor* provides the following commissioning activities to bring the *works* in use in liaison with the *Employer*:
- The independent inspector to inspect the lifts and sign off the as built drawings of the lifts.
- 3.2.10 Start-up procedures required to put the *works* into operation.
- None
- 3.2.11 The *Contractor* performs the following duties and actions on behalf of the *Employer* to put the *works* into operation: testing and commissioning
- 3.2.12 Take over procedures
- 3.2.13 The *Contractor* provides the following assistance to the *Employer*:
- 3.2.14 The *Contractor* ensures that the documentation as described under paragraph 3.8 of the *Works Information* is presented to the *Project Manager* before Completion.
- 3.2.15 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the Mechanical, Electrical, Instrumentation, General Layout as appropriate status of the completed *works* (to include Plant within the *works*) to present to the *Employer*.
- 3.2.16 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of Maintenance and Operating Manuals at the earlier of take-over or Completion.
-

-
- 3.2.17 Where the *Contractor* has presented Maintenance and Operating Manuals to the *Project Manager* at take-over, the *Contractor* modifies and updates As-built documents as necessary prior to Completion.
- 3.2.18 Access given by the *Employer* for correction of Defects
- 3.2.19 The *Contractor* complies with the following constraints and procedures of the *Employer* where the *Project Manager* arranges access for the *Contractor* after Completion:
- 3.2.20 Performance tests after Completion
- 3.2.21 The *Contractor* performs the following performance tests after Completion of the *works*:
- 3.2.22 Training and technology transfer
- 3.2.23 The *Contractor* facilitates the following requirements for training *workshops* after Completion for the *works* in use:
- 3.2.24 The *Contractor* arranges for the following technology transfer to the *Employer* after Completion for the *works* in use:
- Maintenance and servicing
- 3.2.25 Operational maintenance after Completion
- 3.2.26 The *Contractor* performs the following operational maintenance in relation to the *works* after Completion:
- Maintenance and servicing

4 Plant and Materials Standards and Workmanship

4.1 Investigation, Survey and Site Clearance

4.1.1 The *Contractor* carries out the following investigations:

- Conducts an investigation to determine all existing services on the site.
- Marks and records all these services.
- Maintains a concise record of the conditions of all existing buildings, structures and services.

4.2 Building works

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

project specification) contained in the Works Information and the conditions of contract, the conditions of contract take precedence within the ECC Contract.

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

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

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

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

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

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

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

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

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

- vii. Within the Model Preamble for Trades 1999 Q. PLUMBING AND DRAINAGE, Q.24 TESTS shall be deemed to be included in this *Employer's Works Information*.

- viii. Within the Model Preamble for Trades 1999 U. EXTERNAL WORKS, U.3.8 Process control tests shall be deemed to be included in this C3.1 *Employer's Works Information*.

- ix. The principles, meanings and interpretation stated and established with respect to the Model Preambles for Trades 1999 equally apply to the other Model Preambles for Trades 1999 references used in *Employer's Works Information*.

4.2.10 Particular specifications provided by the *Employer*.

- **Manufacturer's Instructions and specifications**

All materials and products shall be used and installed in strict accordance with the manufacturer's instructions and specifications.

- **Use of locally manufactured materials and products**

Materials and products manufactured in South Africa shall be used in carrying out the work to which this specification refers, unless an imported product is prescribed specifically, or when no suitable locally manufactured product for the specific use is available.

- **Samples**

The Contractor shall furnish without delay, such samples and/or certificates as called for/or may be called for by the Supervisor / *Project Manager*. Materials and/or workmanship not corresponding with approved samples may be rejected. Samples for approval shall be required for paint colours, binary finishes, furniture, wall finishes, ceiling finishes and floor finishes. These approved samples shall remain on site for the duration of the Works.

- **Mortar Joints and brickwork**

Mortar joints to face brickwork generally shall be 8mm-16mm in thickness with level bedding joints, vertical perpend. Setting out of brick gauge shall be determined on site as average sizes of bricks may vary. Weather struck Joint profile shall be well rubbed with a standard jointing tool of suitable size to ensure that the entire exposed surface on the joint presents a smooth and polished appearance.

Brickwork shall comply with good brick-laying practices as per "Corobrik". Face brick shall be selected and blended. Prior to bricklaying, proper setting out of brickwork shall be undertaken by the Contractor's bricklayer for variances in brick dimensions.

Face brick shall be kept clean and protected as the brickwork progresses.

For any detail Information required on stained or dirty face brick, the contractor shall contact the "Corobrik" Office.

The use of DPC shall be provided and installed as per SANS 10021, to provide barrier against rising damp, water penetration from above and horizontal water penetration.

- **Waterproofing**

The Contractor shall furnish the *Employer* with a written guarantee covering materials and workmanship for all waterproofing specified or offered. This guarantee shall be signed by the Contractor and countersigned by the supplier of the materials used and underwritten by a recognized insurance company. The guarantee shall be valid for a 10-year period.

Should any maintenance be required during the guarantee period, the Contractor shall allow for the cost of such in his tender price as the Contractor shall be held solely responsible for any leaks that occur during the guarantee period.

- **Glazing**

All laminated safety glass shall carry the Manufacturer's warranty against all manufacturing defects and discoloration for a minimum period of 5 years. As required by SANS, an approved and recognized stencil mark shall appear on a prominent place on all types of safety glass.

- **Shop-fronts and windows**

All shop-front installations shall be Installed by an certified AAMSA approved contractor and proof of certification is required. All shop fronts and window sections shall be designed, manufactured and installed to be weatherproof, waterproof and able to withstand coastal winds.

- **Timber Trusses**

Engineer's certificate covering the design and Installation is trusses to be provided.

- **Protection of works**

The Contractor shall provide all necessary dust sheets, hoarding, etc. and shall exercise all necessary care to prevent marking surfaces, walls, floors, glass, electrical fittings, etc. and shall keep all parts of the works perfectly clean and free at all times from spotting, accumulation of rubbish, debris or dirt arising from the operations. Any surface disfigured or otherwise damaged shall be completely renovated or replaced as necessary by the Contractor at his own expense to the Supervisor's approval. The premises shall be left clean and fit for occupation at completion of the work.

4.3 Civil Engineering and Structural Works

- 4.3.1 Where the SANS 1200 series of Specifications are used within the Works Information, the following interpretations and meanings shall apply:
- 4.3.2 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in the *Works* Information and the conditions

of contract, the conditions of contract take precedence within the ECC contract.

- 4.3.3 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this paragraph 4.3 of the *Employer's Works* Information and specific statements contained elsewhere in C3.1 *Employer's Works* Information, the specific statements contained elsewhere shall prevail, without prejudice to the Project Manger's express duty to resolve any ambiguity or inconsistency in the *Works* Information under ECC Clause 17.1.
- 4.3.4 Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:
- Where the word or expression "*Employer*" is used, read "*Employer*".
- Where the word or expression "*Contractor*" is used, read "*Contractor*".
- Where the word or expression "*Engineer*" is used, read "*Project Manager*" or "*Supervisor*" as the context requires.
- Where the word or expression "*schedule of quantities*" is used, this is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein);
- 4.3.5 Within SANS 1200 A: GENERAL 2.3 DEFINITIONS, the following apply:
- "Acceptable. Approved (Approval)" is interpreted as either a *Project Manager* or a *Supervisor* communication or instruction in relation to Works Information compliance, consistent with the *conditions of contract* as the context requires.
- "Adequate" is deleted. The *Project Manager* notifies the *Contractor* where the *Contractor* has not complied with the *Works* Information.
- "Measurement and payment" and the further definitions contained within 6.3 c) are deleted. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein);
- 4.3.6 Within SANS 1200 A: GENERAL 2.6 APPROVAL, the following applies:
- "Approval" by either the *Project Manager* and/or the *Supervisor* is without prejudice to ECC Clause 14.1 and, inter alia, ECC Clauses 13.1, 14.3 and 27.1.
- 4.3.7 SANS 1200 A: GENERAL 2.8 ITEMS IN SCHEDULE OF QUANTITIES, is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein).
- 4.3.8 SANS 1200 A: GENERAL 3.2 STRUCTURES AND NATURAL MATERIAL ON SITE, applies only to the extent that it is consistent with paragraph 3.1.6 of C3.1 *Employer's Works* Information.
- 4.3.9 Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:
- Where the word or expression "*Plant*" is used, read "*Equipment*".

- 4.3.10 SANS 1200 A: GENERAL 7.2 *CONTRACTOR'S OFFICES, STORES AND SERVICES*, applies but the *Project Manager* resolves any inconsistency with statements included within paragraph 3.1.12 of C3.1 *Employer's Works Information*.
- 4.3.11 SANS 1200 A: GENERAL 3.1 SURVEY, applies only to the extent that it is consistent with paragraph 3.1.14 of C3.1 *Employer's Works Information*.
- 4.3.12 Within SANS 1200 A: GENERAL 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS, the following applies:
Where the word or expression "specification" is used, read "Works Information".
- 4.3.13 SANS 1200 A: GENERAL 3.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES applies only to the extent that it is consistent with the specific statements made elsewhere in C3.1 *Employer's Works Information* and in any case and at all times consistent with the *conditions of contract*.
- 4.3.14 Within SANS 1200 A: GENERAL 5 TESTING, the following applies:
Where the word or expression "Engineer" is used, read "*Supervisor*".
- 4.3.15 SANS 1200 A: GENERAL 8 MEASUREMENT AND PAYMENT, is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein).
- 4.3.16 The principles, meanings and interpretation stated and established within paragraphs 6.3.1 to 6.3.15 with respect to SANS 1200 series and to SANS 1200 A: GENERAL equally apply to the other SANS 1200 specification references [state particulars of SANS 1200 used] used within this paragraph 6.3 of C3.1 *Employer's Works Information*.

4.4 Electrical & mechanical engineering works

4.4.1 EXECUTIVE OVERVIEW

The work to be executed by the Selected Contractor consists of the supply, installation, commissioning, and maintenance of new electrical lighting, HVAC and all other mechanical works of this project.

4.4.2 STANDARD OF WORK, EQUIPMENT AND MATERIALS

The electrical installation shall conform to the requirements of the latest edition and amendments of SANS 10142 Code of Practice for the Wiring of Premises and any additional requirements described in this specification.

Where the local supply authority requirements differ from those specified herein, the Electrical Engineer shall be approached for a decision.

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 specification. Where equipment does not comply, it shall be submitted to the Electrical Engineer for approval prior to procurement or installation.

4.4.3. SERVICE CONDITIONS

The equipment shall be designed and rated for continuous operation under the following conditions: -

4.4.3.1 AMBIENT / ENVIRONMENT CONDITIONS:

All equipment offered shall be rated for continuous operation under the following conditions:

- Altitude: 0 to 1800m above Sea Level.
- Ambient temperature: -5 deg to +40 deg (daily average +35 deg C).
- Relative humidity: As high as 96%.
- Lightning conditions: Severe, with a maximum lightning ground flash density of 5 flashes per km² per annum.
- Atmosphere: Salt laden and corrosive industrial chemical end dust laden nature. Frequent heavy rains driven by wind reaching speeds of 100 km/h and above.

4.4.3.2 ELECTRICAL CONDITIONS:

The low voltage system of supply will be single phase, 3 wire, 50 Hz alternating current.

The voltage may vary within the range of 95% to 105% of the nominal and all equipment installed shall be suitably rated.

4.4.3.3 LIGHTNING CONDITIONS

All lightning protection equipment offered shall be rated to withstand the following conditions:

Current: The peak lightning current and its rate of rise shall be regarded severe when $i_m = 200\text{kA}$.

Voltage: The highest cloud potential shall be assuming to be more than 100 MV, where;
 $Q = CV$, where Q is assumed at 100 C and C to be 10^{-7} F.

4.4.4 PARTICULAR SPECIFICATIONS

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

- OHS Act ,1993 : Occupational Health and Safety Act (Electrical installation regulations)
- NEM-AQ standards
- Quality Act 2004
- SANS10114-1 : Interior Lighting : The artificial lighting of Interiors
- SANS 10114-2 : Interior Lighting Emergency lighting
- SANS 10142-1 : Code of Practice for the Wiring of Premises

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

4.5 Process control and IT works

The work to be executed by the selected contractor consist of the supply, installation, commissioning of the PC, software, programming and network

5 List Of Drawings

5.1 Drawings issued by the *Employer*

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

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

Drawing number	Revision	Title
1I0903-000-00	00	LAYOUT FOR AIR QUALITY CONTROL STATIONS

SECTION 2

5 Management and start up.

5.1 Management meetings

- 5.1.1 It is the *Employer's* specific intention that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro-actively and jointly manage the administration of the contract with the objective of minimizing the adverse effects of risks and surprises for both Parties.
- 5.1.2 The Contractor attends management meetings at the *Project Manager's* request. These meetings are to be held fortnightly or as regularly as maybe determined by the *Project Manager*. At these meetings the Contractor presents all relevant data including safety, health and environmental issues, progress, quality plans, subcontractor management, as may be required.
- 5.1.3 Meetings of a specialist nature may be convened as specified elsewhere in this Works Information, or if not so specified, be convened by persons at times and locations to suit the Parties, the nature and the progress of the works. Within five days of the meeting the person convening the meeting shall submit records of the meeting to the *Project Manager*.
- 5.1.4 All meetings shall be recorded in a register, using minutes prepared and circulated by the person who convened the meeting. Such minutes (or register) shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk registers and compensation events	Monthly	<i>Contractors site camp</i>	<i>Employer, Contractor: Project Manager/Cm, contract admin, Qs, Supervisor as required</i>
Overall contract progress and feedback	<i>Weekly on Friday Morning</i>	<i>Contractors site camp</i>	<i>Employer, Contractor: Project Manager/Cm, contract admin, Qs, Planners, safety manager ,Environmental</i>

[SHE meetings]	<i>Weekly</i>	<i>Contractors camp</i>	<i>site</i>	<i>CSHEO, CM, Project Manager, SHEC, ProjEM, etc as appropriate]</i>
Safety Action Meetings	<i>Fortnightly</i>	<i>Contractors camp</i>	<i>site</i>	<i>CM, Project Manager, HSR</i>
[Safety Pre-Mobilisation Meeting]	<i>Monthly</i>	<i>Contractors camp</i>	<i>site</i>	<i>CM, Project Manager, HSR</i>
<i>Quality meetings</i>	<i>weekly</i>	<i>Contractors camp</i>	<i>site</i>	<i>Supervisor, contractor, and the Employer</i>

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

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

5.2 Documentation Control

In undertaking the '*Works*' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the '*Contractor Documentation Submittal Requirements*'

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

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

- SANS 10111 - Code of Practice for Engineering Drawings, or
- SANS 10143 - Building Drawing Practice, or
- ISO 9001:2000 Quality Management Systems Requirements

5.3 Safety risk management

5.3.1 The *Contractor* complies with the following SMP:

All health and safety matters associated with the *works* will be dealt with in accordance with Occupational Health & Safety Act, 1993 (Act No. 85 of 1993) and the Transnet National Ports Authority Health and Safety Specifications contained in **Annexure B** to this *Works Information*.

5.3.2 The *Contractor* shall prepare, implement and administer the *Contractor's* Health and Safety Management Plan (CHSMP). The Health and Safety Management Plan must provide a systematic method of managing hazards and implementing control measures.

5.3.3 The *Contractor* must prepare and submit the Occupational Health & Safety file to the *Project Manager* for acceptance. The Safety file will then be submitted to the TNPA Legal & Compliance Department for approval before start of the works.

5.3.4 Further to clause 2.3.1, pre-employment medical examinations as well as exit medicals will be required and must further include for chest X-rays. These medical examinations must be carried out by a registered Occupational Health practitioner. All costs associated will be to the *Contractor's* account.

5.3.5 The *Contractor* ensures that its Sub-Contractors comply with the CHSMP and relevant statutory requirements of the Occupational Health & Safety Act, 1993 (Act No. 85 of 1993).

5.3.6 The *Contractor* performs the *works* having due regard to the HSSP.

5.3.7 The *Contractor* complies with the requirements of the SSRC with respect to his own activities and others on the Site and Working Areas.

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

5.3.9 The *Contractor* participates in a HAZOP upon the instruction and direction of the *Project Manager*.

5.3.10 The *Contractor* completes a JSA prior to carrying out any operation on the Site and/or Working Area to the approval of the *Project Manager* or *Supervisor* on site.

5.3.11 The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to the SMP and health and safety issues are as stated in the paragraphs following:

5.3.12 The CM is responsible (in the context of the SMP only) for health and safety on the Site and Working Areas and reports to the *Project Manager*.

5.3.13 The CM specific tasks (in the context of the SMP) are:

- a) Implement the *Employers* safety management system.
- b) Monitor *Contractor's* compliance to the CHSMP.
- c) Ensure risk is at an acceptable level.

- d) Ensure the *Contractor's* workforce and Construction Management Team is competent.

5.3.14 The *Project Site Safety Manager* (PSSM) is responsible for ensuring that the *Contractor* complies with the SMP. The PSSM acts on behalf of the *Project Manager*.

5.3.15 The PSSM specific tasks are:

- a) Ensure that the overall project safety requirements are complied with.
- b) Provide guidance on safety related issues arising during the execution of the project.

5.3.16 The *Contractor* ensures that its Subcontractors comply with the requirements of the SMP.

5.3.17 The *Contractor* performs the *works* having due regard to the HSSP.

5.3.18 The *Contractor* in the performance of the *works* may establish an incentive programme for its employees with respect to SMP compliance.

5.3.19 The *Contractor* complies with the requirements of the SSRC with respect to his own activities and others on the Site and Working Areas

5.3.20 The *Contractor* makes the SMP available to its employees and Subcontractors in the *language of this contract* and other local languages as required

5.3.21 The *Contractor* participates in a HAZOP [please define and state details] at intervals upon the instruction and direction of the *Project Manager*.

5.3.22 The *Contractor* completes a JSA prior to carrying out any operation on the Site and/or Working Area

5.3.23 The lines of communication of the various personnel acting on behalf of the *Project Manager* who communicate directly with the *Contractor* and his key persons with respect to the SMP

5.4 Environmental constraints and management

5.4.1 The *Contractor* complies with the following CEMP:

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

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

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

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

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

- Establishment of construction lay down area
- Hazardous and non-hazardous solid waste management
- Storm water management
- Contaminated water management
- Prevention of marine pollution
- Hydrocarbon spills
- Diesel tanks and refuelling procedures
- Dust control
- Spoil dumping
- Sourcing, excavating, transporting and dumping of fill material
- Noise and vibration control
- Removal of rare, endemic or endangered species
- Removal and stockpiling of topsoil
- Rodent and pest control
- Environmental awareness training
- Site division
- Emergency procedures for environmental incidents
- *Contractor's* SHE Officer
- Closure of construction laydown area

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

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

The Protection of the Environment Form shall be signed and submitted to the CM within 14 days after the Contract Date.

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*.

The plant search and rescue (if applicable) must be undertaken and completed prior to any Site clearance or any other construction activity that may damage the vegetation can commences on Site.

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

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

A copy of the SES, and the relevant PES 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 contained in the SES (as amended by the PES).

Method statements that are required during construction must be submitted to the *Project Manager* for approval at least 20 days 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 *Project Manager*.

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

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

The *Contractor* shall be responsible for rehabilitating and re-vegetating all areas to the satisfaction of the *Project Manager* as detailed in the SES and PES.

The *Contractor* shall clear and clean the Site and Working Areas and ensure that everything not forming part of the *works* is removed from the Site and Working Areas and that all rehabilitation has taken place in accordance with the PES. An Environmental Closure has been issued by the SHEC and signed off by the *Project Manager*.

The *Contractor* makes copies of the CEMP, SES and PES available at the offices of the *Contractor* on Site. The *Contractor* ensures that all personnel on Site (including Subcontractors) are familiar with and understand the requirements of the CEMP.

5.4.2 The *Contractor* complies with the following SES:

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

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

5.4.3 The *Contractor* complies with the CEMP, SES and PES. The *Contractor* abides by the instructions of the *Project Manager* regarding the implementation of the CEMP.

5.4.4 The *Contractor* shall have, maintain and demonstrate its use to the *Project Manager* (and/or the *Supervisor* to satisfy the requirements of paragraphs 7.4, 7.5, 3.2.1 and 3.2.8 as appropriate) the documented Quality Management System to be used in the performance of the *works*. The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).

5.5 Quality Assurance Requirements

The Contractor shall ensure that all contractual deliverables required to be executed and completed are given due consideration to meet the client's Technical Specifications, Drawings and General Quality Requirements for Contractors and Suppliers (**TNPA-QUAL-REQ-14.1**).

The Contractor's Quality Management System (QMS) shall conform with the requirements of ISO 9001:2015 to ensure and demonstrate that material, workmanship, procedures, and services conform to the specified requirements.

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

1. Quality Manual that is aligned to ISO 9001:2015 QMS requirements.
2. Quality Policy that is aligned to ISO 9001:2015 requirements
3. The Project Quality Plan for the contract SHALL cover project scope and be aligned to TNPA-QUAL-REQ-14.1 General Quality Requirements for Contractors and Suppliers.
4. CV of Quality Officer supplemented by Quality diploma / Technical diploma and ISO 9001:2015 Quality Management System training certificates (Implementation of QMS and Internal Auditing). The Quality Officer MUST have a minimum of 3 years' quality experience in similar projects.

5. Quality Control Plans MUST cover all Engineering disciplines and clearly identify all inspection, test, verification requirements to meet contractual obligations, specification and drawings as required by the project scope.

5.5.1 Project Quality Plan

The Project Quality Plan (PQP) shall outline the quality strategy, methodology, quality resource allocation, Quality Assurance and Quality Control co-ordination activities to ensure that the scope meet the standards stated in the Scope Information.

The Contractor's PQP shall provide a description of how documents provided by the *Employer* to the Contractor are to be managed. 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 *Employer* 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 *Employer* 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.

5.5.2 Quality Manual

A copy of the Contractor's Quality Manual will be requested for review by the *Employer* followed, by a Quality Management Systems (QMS) audit at the Contractor's Head Office to obtain evidence that a satisfactory quality management system is being maintained.

5.5.3 Quality Officer

The Contractor shall nominate a suitably experienced quality representative as referenced on item 4 above. The Quality representative will be responsible to ensure that the PQP requirements are implemented on site. The Contractor shall submit the CV and qualifications / certificates of his nominated quality representative for the *Project Manager's* review and approval.

5.5.4 Quality Control Plan

- a) The Contractor shall provide a Quality Control Plan (Inspection and Test Plan) specifying his proposed quality control activities for the entire scope

of supply and scope of works. The Quality Control Plan shall reference the procedures, codes and standards which apply to the listed activities, the acceptance criteria, the records to be produced and similarly it shall incorporate all Sub-contractors and supplier's activities. The Quality Control Plan shall be prepared in the Contractors / Suppliers standard format.

- b) Deviations from this Quality Control Plan may only be permitted following acceptance in writing by the Engineer and/or the appointed Third-Party Inspection Authority.
- c) The Contractor shall not undertake any work in advance of the review and acceptance of the Quality Control Plan without the written consent of Transnet.
- d) During the review of the Quality Control Plan / Inspection and Test Plan, Inspection and Test intervention points will be included by Transnet and, where applicable, the Third-Party Inspection Authority to indicate their intended monitoring during manufacturing, fabrication, and installation.
- e) The Contractor / Supplier shall ensure that any work subcontracted will be covered by Quality Control Plans / Inspection and Test Plans generated by the relevant Sub-contractor or Supplier.

5.5.5 Subcontractor

The Contractor shall also ensure that all Sub-contractors are suitably qualified and experienced to carry out the work for which they have been sub-contracted.

The *Employer* may, at own discretion, require a Quality Audit of sub-contractor(s) to ensure that the sub-Contractor(s) have the necessary management, facilities, skilled staff, and quality control facilities to carry out the Works to ensure compliance with the Works Information.

The Contractor shall accept full responsibility for the quality of his sub-contractor(s) work and of materials used, irrespective of any quality surveillance that may be carried out by the *Employer* or his representative.

5.5 Programming constraints

The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of the CEMP, SES, PES and SMP state others as required as described under the Works Information, together with the associated environmental method statements.

- a) The *Contractor* complies with the *Employer's* programme when he submits his first programme.

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- b) 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.
- c) The *Contractor* uses Primavera version 8.2 for his programme submissions or a similar programme software package equivalent to Primavera version 8.2 subject to the prior written notification and acceptance by the *Project Manager*.
- d) 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.
- e) The *Contractor's* programme shows duration of operations in working days.
- f) 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.
- g) 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*.
- h) The *Contractor* submits programme report information to the *Project Manager* weekly in addition to the intervals for submission of revised programmes stated under Contract Data Part One.
- i) 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.
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- 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.

- j) The *Employer* (including the agents of the *Employer*) operates on Site
- k) Others operate on Site

5.6 Contractor's management, supervision and key people

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

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

5.6.3 The CSHE tasks are:

Daily, weekly and monthly inspections of the Site and Working Areas.

Monitor compliance with the CEMP (to include the SES and PES) and the environmental method statements submitted to the *Project Manager*

- Reporting of an environmental incident to the *Project Manager*
- Attendance at all SHE meetings, toolbox talks and induction programmes.
- Litter control and ensuring the *Contractor* clears litter from the Site and Working Areas; and
- Ensuring that environmental signage and barriers are correctly placed.
- The CSHEO submits daily, weekly and monthly checklists [state what format or include Annexure pro forma as necessary] to the SHEC.

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

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

5.6.6 The CIRP tasks are:

- Dedicated to human resources, industrial relations and any other *Contractor* employee related function;
- Resolve all human resources and industrial relations matters arising from the *Contractor's* employees;
- Represent the *Contractor* at all industrial relations meetings [state specific details within paragraph 6.1 management meetings of the *Works Information*];
- Represent the *Contractor* on the IRCC; and

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

5.6.8 The *Contractor* provides an Organogram of all his key people (both as required by the *Employer* and as independently stated by the *Contractor* under Contract Data Part Two) and how such key people communicate with the *Project Manager* and the Supervisor and their delegates all as stated at paragraph 6.5 of C3.1 *Employer's Works* Information.

5.7 Insurance provided by the *Employer*.

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

5.8 Contract change management.

5.8.1 No additional requirements apply to ECC Clause 60 series.

5.9 Provision of bonds and guarantees.

5.9.1 The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

5.9.2 The *Contractor* provides a bond or guarantee as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement for the ECC contract.

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

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

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

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

- Records of design employee's location of work (if appropriate);
- Records of Equipment used, and people employed outside the Working Areas (if applicable); and

5.11 The *Contractor's* Invoices

5.11.1 When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

5.11.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.

- 1.3. *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.
- 1.4. 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.
- 1.5. 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.

2. **INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES**

- 2.1. 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.
- 2.2. 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.
- 2.3. In the event of any industrial action by the Contractor's employees, the Contractor is obliged:
 - 2.3.1. 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.
 - 2.3.2. The Industrial Action Report must provide at least the following information:
 - 2.3.2.1. Industrial incident report,
 - 2.3.2.2. Attendance register,
 - 2.3.2.3. Productivity / progress to schedule reports,
 - 2.3.2.4. Operational contingency plan,
 - 2.3.2.5. Site security report,
 - 2.3.2.6. Industrial action intelligence gathered.

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- 2.3.3. The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.
- 2.3.4. 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.
- 2.4. The resolution of any disputes or industrial action by the Contractor's employees is the sole responsibility of the Contractor.
- 2.5. 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.
- 5.12.2 The *Contractor* complies with the requirements of the IRCC involving the engineering construction *Contractors* engaged (including all future *Contractors*) by the *Employer* [include details as appropriate ex:
- 5.12.3 The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to IR issues are stated in the paragraphs following:
The PIRM is responsible for ensuring that the Contractor complies with the PIRPMP. The PIRM acts on behalf of the *Project Manager*.
- To complete the PLA prior to the Contract Date; and
 - To assign specific duties to the PSIRM.
- 5.12.4 The SIRM is responsible, *inter alia*, for day-to-day IR on the Site and Working Areas through the implementation of the PIRPMP. The SIRM reports directly to the PSIRM and the *Project Manager*.
- 5.12.5 The SIRM specific tasks are:
To liaise with the Contractor prior to the commencement of construction activities (as per the Contractor's programme accepted by the *Project Manager*) with respect to IR issues under the SIP

5.13 Plant and Materials

5.13.1 Quality

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

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

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

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

5.13.6 The *Employer* provides the following Plant and Materials for the *Contractor* to use in the *works*:

- None

5.13.7 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.

5.13.8 The *Contractor* takes receipt of the Plant and Materials from the *Employer* in accordance with the following procedure:

N/A

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

5.14 Tests and inspections before delivery

5.14.1 The *Contractor* submits to the Supervisor details to certify that tests and inspections have been carried out on Plant and Materials by others which include:

- AIA

5.15 Marking Plant and Materials outside the Working Areas

- 5.15.1 The *Contractor* prepares and marks items of Plant and Materials outside the Working Areas with

Part C4: Site Information

PART 4: SITE INFORMATION

Core clause 11.2(16) states

“Site Information is information which:

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

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

1. Description of the Site and its surroundings

1.1. General description

The three sites are located within the Port of Durban’s boundaries as per the following descriptions and locality plans:



Wilson’s Wharf (Victoria Mncadi Avenue, Boatsman Road, Port of Durban)



Pier 1 Fire Station (Bayhead Road, Fire station Road)



Durban Academy (Bluff Road, Shipman Road)

Access to the sites

Access to the works will be from existing public road networks and TNPA roads. Access to the:

1. **Wilson's Wharf**, through Margaret Mncadi avenue to Boatsmans Road (Port of Durban entrance 3)
2. **Pier 1**, through Bayhead Road east bound to Substation Road.
3. **Durban Academy**, through Bluff Road to Shipman Road.

Access will be subject to the Transnet National Ports Authority security requirements and regulations.

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

Wilson's Wharf

The site is located within the fish jetty. The type of construction method to be less noisy as the containers will be delivered fully fitted with the equipment. The construction of the concrete plinth and installation of fence will have a minimal impact. The operation in this location will not be halted due to construction.

Pier 1

The site is located adjacent Pier 1 fire station. The type of construction method to be less noisy as the containers will be delivered fully fitted with the equipment. The construction of the concrete plinth and installation of fence will have a minimal impact. The operation in this location will not be halted due to construction.

Durban Academy

The site is in the Bluff (Durban academy school). The type of construction method to be less noisy as the containers will be delivered fully fitted with the equipment. The construction of the concrete plinth and installation of fence will have a minimal impact. The operation in this location will not be halted due to construction.

1.3. Subsoil information

The subsoil information for all three (3) sites is sandy

1.4. Hidden service

The underground services layout drawings will be made available to the tenderers, however due to the possibility of unknown underground services available on sites, machinery excavation is not encouraged.

1.5. Other reports and publicly available information

N/A