

## **Transnet National Ports Authority**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

### **REQUEST FOR PROPOSAL (RFP)**

### **MAINTENANCE OF DREDGING SERVICES BUILDINGS B2098, B2409, B2410, B2413, B2460, AND B2461 AT THE PORT OF DURBAN**

<b>RFP NUMBER</b>	<b>: TNPA/2023/11/0009/49322/RFP</b>
<b>ISSUE DATE</b>	<b>: 28 March 2024</b>
<b>COMPULSORY BRIEFING</b>	<b>: 05 April 2024</b>
<b>CLOSING DATE</b>	<b>: 25 April 2024</b>
<b>CLOSING TIME</b>	<b>: 14:00</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 Weeks</b>

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## 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].

<b>DESCRIPTION</b>	<b>Maintenance of Dredging Services buildings B2098, B2409, B2410, B2413, B2460, AND B2461 at the Port of Durban</b>
<b>TENDER DOWNLOADING</b>	<p>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> , Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> and Construction Industry Development Board Portal at <a href="http://www.cidb.org.za">www.cidb.org.za</a> (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE.</b></p>

<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted at 10 Mahatma Gandhi Road, Point, Durban, 4000 <b>on 05 April 2024, at 11:00</b> for a period of ± 2 (Two) 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><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers' licences are on them for inspection at the access control gates.</li> </ul> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p>
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	<p><b>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer’s Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>
<b>CLOSING DATE</b>	<p><b>14:00 on 25 April 2024</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b></p>

## 2. TENDER SUBMISSION

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

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

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

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

b) 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,

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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;

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- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
  - 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
  - 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
  - 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-17 [**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.
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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**)

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**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](mailto:Transnet@tip-offs.com)**

## **T1.2 TENDER DATA**

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

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

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

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

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



Part C2: Pricing data	C2.1 Pricing instructions C2.2 Bill of Quantities
Part C3: Scope of work	C3.1 Works Information
Part C4: Site information	C4.1 Site information

C.1.4 The Employer’s agent is:

Name: Jabulile Makhanya  
E – mail: [tnpatenderenquiriesdrq@transnet.net](mailto:tnpatenderenquiriesdrq@transnet.net)

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

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

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

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

a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **4GB or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **4GB or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

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

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

### **3. Stage Three - Functionality:**

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

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

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

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

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

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C.2.12 No alternative tender offers will be considered.

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

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

Identification details: The tender documents must be uploaded with:

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

Documents must be marked for the attention of:  
**Employer's Agent: Jabulile Makhanya**

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

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

Time: **14:00** on **25 April-2024**

Location: The Transnet e-Tender Submission Portal:

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

**NO LATE TENDERS WILL BE ACCEPTED**

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C.2.16 The tender offer validity period is **12 weeks** 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.

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.  
**Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**

2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender.

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

4. Proof of registration on the Central Supplier Database.

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

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

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

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

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

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**Functionality Criteria**

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The functionality criteria and maximum score in respect of each of the criteria are as following.

<b>Functionality criteria</b>	<b>Sub-criteria</b>	<b>Maximum number of points</b>
<b>T2.2-05 Company experience</b>	<p><b>Bidder to submit traceable references with experience in building renovation.</b></p> <p><b>References must be on the letterhead of company for which that work was done, references should include the following:</b></p> <ol style="list-style-type: none"> <li><b>1. The project description.</b></li> <li><b>2. Client Company name.</b></li> <li><b>3. Client contact details (email and telephone).</b></li> <li><b>4. Project duration: start and completion dates</b></li> </ol>	<b>30</b>
<b>T2.2-06 Key Personnel CV's</b>	<p><b>Bidder to submit CVs with contactable references indicating the experience of the key personnel as per the role descriptions in the organizational chart.</b></p> <p><b>Some of the key personnel CVs that need to be submitted are:</b></p> <ol style="list-style-type: none"> <li><b>1. CV of the site agent/ project manager with NQF level 6 or higher in civil engineering.</b></li> <li><b>2. CV of the General Foreman/ supervisor with NQF level 5 or higher in one of the Civil and Construction trades.</b></li> <li><b>3. CV of the Plumber with a plumber's trade test certificate</b></li> <li><b>4. CV of the Safety Officer who is</b></li> </ol>	<b>30</b>

	<p>registered as a safety officer with the South African Council for the Project and Construction Management Professions (SACPCMP)</p>	
<p><b>T2.2-07 Health and Safety</b></p>	<p><b><u>3.1 Method Statement</u></b>  Tenderer to submit Method statement for Building renovations. Documents or required information to ensure SHE compliance in terms of Scope of work which as a minimum includes these elements:  1.Scope of the work and hazards identified are aligned to risk assessment.  2. Personal Protective Equipment (PPE) required to complete the job  3.Personnel required and responsibilities  4.Resources and equipment required  5.Emergency procedures</p> <p><b><u>3.2 Risk Assessment</u></b>  The Tenderer to submit a detailed Risk Assessment. The information to ensure SHE compliance in terms of Scope of work Baseline risk assessment which as a minimum includes these elements:  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 with roles and responsibilities for</p>	<p><b>30</b></p>

	<p>implementation and control.</p> <p>4. Defined Risk Assessment methodology in which risks are quantified.</p> <p>5. Signed Risk assessment by 16.2 Manager/Supervisor.</p> <p><b><u>3.3 Policy, Organization and Safety and Health Management Involvement</u></b></p> <p>The Tenderer to submit a detailed information regarding Policy, Organisation and Safety and Health Management Involvement which as a minimum includes these elements:</p> <ol style="list-style-type: none"> <li>1. Safety and Health Plan</li> <li>2. Valid Safety and Health Policy signed by the Chief Executive Officer / Managing Director</li> <li>3. Signed OHS Act 16.2 Appointee Letter</li> <li>4. Relevant SHE legal appointee's letters in terms of Construction Regulations applicable to the Project: <ul style="list-style-type: none"> <li>o SHE Representatives</li> <li>o First Aiders</li> <li>o Risk Assessors</li> </ul> </li> <li>5. Company organogram with names of Safety and Health legal appointments.</li> </ol>	
<p><b>T2.2-08 Environmental Management</b></p>	<p><b><u>Environmental Management Plan (EMP):</u></b></p> <p>The tenderer shall provide a detailed Environment Management Plan (EMP) specific to the scope of work.</p> <p>The EMP must identify the possible environmental impacts of the proposed</p>	<p><b>10</b></p>

	<p><b>activity; and include measures to minimise, mitigate and manage these impacts.</b></p> <p><b>The EMP must include but not limited to the following key elements:</b></p> <ol style="list-style-type: none"> <li><b>1. Dust Management.</b></li> <li><b>2. Noise Control.</b></li> <li><b>3. Management of hazardous chemical and flammable substances.</b></li> <li><b>4. Pollution control and spill response.</b></li> <li><b>5. Waste Management.</b></li> <li><b>6. Environmental education and awareness.</b></li> <li><b>7. Housekeeping.</b></li> <li><b>8. Environmental Laws and Regulations relevant to the project.</b></li> <li><b>9. Occurrence management.</b></li> <li><b>10. Management responsibilities.</b></li> <li><b>11. Protection of sensitive/ no-go areas.</b></li> <li><b>12. Monitoring and reporting.</b></li> <li><b>13. The EMP must include an environmental policy signed by Top Management which, as a minimum:</b> <ul style="list-style-type: none"> <li><b>- Is appropriate given the purpose and context of the tenderer’s business.</b></li> <li><b>- Includes a commitment to fulfil the tenderer’s environmental compliance (legal) obligations.</b></li> <li><b>- Includes a commitment to the protection of the environment, including prevention of pollution.</b></li> <li><b>- Provides framework for setting environmental objectives; and</b></li> <li><b>- Includes a commitment to continual improvement</b></li> </ul> </li> </ol>	
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<b>Maximum possible score for Functionality</b>		<b>100</b>

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

1. T2.2-03 Company experience
2. T2.2-04 Key personnel CV's
3. T2.2-05 Environmental Management
4. T2.2-06 Health and Safety Requirements

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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



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C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the **80/20** as described in Preferential Procurement Regulations.

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

Up to 100 minus  $W_1$  tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

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

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C.3.13 Tender offers will only be accepted if:

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

the tenderer:

- a) Bidder 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

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Transnet National Ports Authority.

b) There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact.

c) The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project.

d) Unless the appointment of the bidder would result in a negative impact on Transnet's 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,
- 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) cannot, as necessary and in relation to the proposed contract, demonstrate that it possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract.

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.

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

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## T2.1 List of Returnable Documents

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

- T2.2-01 **Stage One as per CIDB: Eligibility Criteria Schedule**-Certificate of attendance at Compulsory Tender Clarification Meeting/ Attendance register
- T2.2-02 **Stage Two as per CIDB: Eligibility Criteria Schedule**-CIDB Registration

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

- T2.2-03 **Evaluation Schedule:** Company experience
- T2.2-04 **Evaluation Schedule:** Key personnel CVs
- T2.2-05 **Evaluation Schedule :** Environmental Management
- T2.2-06 **Evaluation Schedule:** Health and Safety Management

### 2.1.3 Returnable Schedules:

#### General:

- T2.2-07 Authority to submit tender
- T2.2-08 Record of addenda to tender documents
- T2.2-09 Letter of Good Standing
- T2.2-10 Risk Elements
- T2.2-11 Availability of equipment and other resources
- T2.2-12 Schedule of proposed Subcontractors
- T2.2-13 Site Establishment requirements

#### Agreement and Commitment by Tenderer:

- T2.2-14 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-15 Non-Disclosure Agreement
- T2.2-16 RFP Declaration Form
- T2.2-17 RFP – Breach of Law
- T2.2-18 Certificate of Acquaintance with Tender Document
- T2.2-19 Service Provider Integrity Pact
- T2.2-20 Supplier Code of Conduct



Transnet National Ports Authority

Tender Number: TNPA/2023/11/0009/49322/RFP

Description of the works: Maintenance of Dredging Services buildings B2098, B2409, B2410, B2413, B2460, AND B2461 at the Port of Durban

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T2.2-21 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

**1.3.2 Bonds/Guarantees/Financial/Insurance:**

T2.2-22 Insurance provided by the Contractor

T2.2-23 Forecast Rate of Invoicing

T2.2-24 Three (3) years audited financial statements.

**1.3.3 Transnet Vendor Registration Form:**

T2.2-25 Supplier declaration Form

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

**2.3 C1.2 Contract Data**

**2.4 C2.1 Pricing Instructions**

**2.5 C2.2 Bill of Quantities**

**T2.2-01: Eligibility Criteria Schedule:**

**Certificate of Attendance at Tender Clarification Meeting**

This is to certify that

.....  
 (Company Name)

Represented by: .....  
 (Name and Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

**Particulars of person(s) attending the meeting:**

Name ..... Signature .....

Capacity .....

**Attendance of the above company at the meeting was confirmed:**

Name ..... Signature .....

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

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

### Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **4GB or Higher** class of construction work, are eligible to have their tenders evaluated.

### 2. Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a 4GB or Higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;

- 
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

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

### Note to tenderers:

Tenderer to submit traceable references with experience in building renovation. References must be on the letterhead of company that work was done, references should include the following:

- (1) The project description,
- (2) Client Company name,
- (3) Client contact details (email and telephone),
- (4) Project duration: start and completion dates

### Index of documentation attached to this schedule

	DOCUMENT NAME
<b>1</b>	
<b>2</b>	
<b>3</b>	
<b>4</b>	
<b>5</b>	
<b>6</b>	
<b>7</b>	

Score	Previous Experience
<b>0</b>	The Tenderer failed to address the question / issue. Has not submitted the required information.
<b>20</b>	Tenderer has submitted 1 relevant reference
<b>40</b>	Tenderer has submitted 2 relevant references
<b>60</b>	Tenderer has submitted 3 relevant references
<b>80</b>	Tenderer has submitted 4 relevant references
<b>100</b>	Tenderer has submitted 5 relevant references



**T2.2-04: Evaluation Schedule - Key Personnel CVs**

**Tenderer to submit CVs with contactable references indicating the experience of the key personnel as per the role descriptions in the organizational chart**

Some of the key personnel CVs that need to be submitted are:

- 1.CV of the site agent/ project manager with NQF level 6 or higher in civil engineering.
- 2.CV of the General Foreman/ supervisor with one of the Civil trades
- 3.CV of the Plumber with a plumber’s trade test certificate
- 4.CV of the Safety Officer who is registered as a safety officer with the South African Council for the Project and Construction Management Professions (SACPCMP)

List of Key Persons assigned to the above disciplines

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Site Agent/ Project Manager		
2	General Foreman/ Supervisor		
3	Plumber		
4	Safety Officer		

The scoring of the Management & CV’s of Key Persons will be as follows:

<b>Score 0</b>	No Response/ CVs submitted but not relevant to the project/ Qualifications invalid or not attached/ submitted with less than three (3) years’ experience/ years of experience not indicated
<b>Score 20</b>	one (1) key personnel member CVs submitted with three (3) years’ experience or more
<b>Score 40</b>	Two (2) key personnel members CVs submitted with three (3) years’ experience and more.
<b>Score 60</b>	Three (3) key personnel members CVs submitted with three (3) years’ experience or more.

<b>Score 80</b>	Four (4) key personnel members CVs submitted with three (3) years' experience or more.
<b>Score 100</b>	Over four (4) key personnel members CVs submitted with three (3) years' experience or more. Four (4) of the key personnel CVs submitted must be the Project manager/site agent, General Foreman, Plumber and the Safety Officer

<p><b>Index of documentation attached to this schedule:</b></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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**Transnet National Ports Authority**

**Tender Number: TNPA/2023/11/0009/49322/RFP**

**Description of the Works: Maintenance of Dredging Services buildings B2098, B2409, B2410, B2413, B2460, AND B2461 at the Port of Durban**

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

The tenderer shall provide a detailed Environment Management Plan (EMP) specific to the scope of work. The EMP must identify the possible environmental impacts of the proposed activity; and include measures to minimise, mitigate and manage these impacts.

The EMP must include but not limited to the following key elements:

1. Dust Management.
2. Noise control
3. Management of hazardous chemical and flammable substances.
4. Pollution control and spill response.
5. Waste Management.
6. Environmental education and awareness.
7. Housekeeping.
8. Environmental Laws and Regulations relevant to the project.
9. Occurrence management.
10. Management responsibilities.
11. Protection of sensitive/ no-go areas.
12. Monitoring and reporting.
13. The EMP must include an environmental policy signed by Top Management which, as a minimum:
  - Is appropriate given the purpose and context of the tenderer's business.
  - Includes a commitment to fulfil the tenderer's environmental compliance (legal) obligations.
  - Includes a commitment to the protection of the environment, including prevention of pollution.
  - Provides framework for setting environmental objectives; and
  - Includes a commitment to continual improvement

By signing this Tender Schedule, the tenderer confirms that they will comply with the above requirements and in particular Transnet policy statements and environmental specifications.

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



**Transnet National Ports Authority**

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**Description of the Works: Maintenance of Dredging Services buildings B2098, B2409, B2410, B2413, B2460, AND B2461 at the Port of Durban**

<b>Score 0</b>	Environmental Management Plan (EMP) for the proposed activities not submitted.
<b>Score 20</b>	Service provider has submitted an EMP with 1, 2 or 3 elements met.
<b>Score 40</b>	Service provider has submitted an EMP with 4, 5 or 6 key elements met.
<b>Score 60</b>	Service provider has submitted an EMP with 7, 8 or 9 key elements met.
<b>Score 80</b>	service provider has submitted an EMP with 10, 11 or 12 key elements met.
<b>Score 100</b>	Service provider has submitted an EMP with 13 key elements met.

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

The tenderer must submit the following documents as a minimum with the tender submission:

### **A. Method Statement**

Tenderer to submit Method statement for Building renovations. Documents or required information to ensure SHE compliance in terms of Scope of work which as a minimum includes these elements:

1. Scope of the work and hazards identified are aligned to risk assessment.
2. Personal Protective Equipment (PPE) required to complete the job
3. Personnel required and responsibilities
4. Resources and equipment required
5. Emergency procedures

### **B. Risk Assessment**

The Tenderer to submit a detailed Risk Assessment. The information to ensure SHE compliance in terms of Scope of work Baseline risk assessment which as a minimum includes these elements:

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 with roles and responsibilities for implementation and control.
4. Defined Risk Assessment methodology in which risks are quantified.
5. Signed Risk assessment by 16.2 Manager/Supervisor

### **C. Policy, Organization and Safety and Health Management Involvement**

The Tenderer to submit a detailed information regarding Policy, Organisation and Safety and Health Management Involvement which as a minimum includes these elements:

1. Safety and Health Plan.
2. Valid Safety and Health Policy signed by the Chief Executive Officer / Managing Director.
3. Signed OHS Act 16.2 Appointee Letter.
4. Relevant SHE legal appointee's letters in terms of Construction Regulations applicable to the Project:
  - SHE Representatives
  - First Aiders
  - Risk Assessors
5. Company organogram with names of Safety and Health legal appointments.

Score	A. Method Statement	B. Risk Assessment	C. Policy, Organization and Safety and Health Management Involvement
<b>(Score 0)</b>	No response or none of the elements met or Information is generic	No response or none of the elements met or Information is generic	No response or none of the elements met or Information is generic
<b>(Score 20)</b>	The Tenderer has submitted only 1 element	The Tenderer has submitted only 1 element	The Tenderer has submitted only 1 element
<b>(Score 40)</b>	The Tenderer has submitted only 2 elements.	The Tenderer has submitted only 2 elements	The Tenderer has submitted only 2 elements
<b>(Score 60)</b>	The Tenderer has submitted only 3 elements	The Tenderer has submitted only 3 elements	The Tenderer has submitted only 3 elements
<b>(Score 80)</b>	The Tenderer has submitted only 4 elements	The Tenderer has submitted only 4 elements	The Tenderer has submitted only 4 elements
<b>(Score 100)</b>	The Tenderer has submitted all 5 elements	The Tenderer has submitted all 5 elements	The Tenderer has submitted all 5 elements



**Attached submissions to this schedule:**

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**T2.2-07: 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.

<b>A - COMPANY</b>	<b>B - PARTNERSHIP</b>	<b>C - JOINT VENTURE</b>	<b>D - SOLE PROPRIETOR</b>

**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

---

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**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.

<b>Name</b>	<b>Address</b>	<b>Signature</b>	<b>Date</b>

**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.

<b>Name of firm</b>	<b>Address</b>	<b>Authorising signature, name (in caps) and capacity</b>



**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

**T2.2-08: 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:

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



**T2.2-09 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:

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



**T2.2-11: 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



### T2.2-12: 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:**

- In terms of PPPFA Regulation 6 (5), A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- In terms of PPPFA Regulation 12 (3), A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBBEE status level of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

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

Provide information of the Sub-contractors below:

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

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

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

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

---

### **T2.2-13: Site Establishment Requirements**

Tenderers to indicate their Site establishment area requirements:


## T2.2-14 : ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

**Section 1: Name of enterprise:** \_\_\_\_\_

**Section 2: VAT registration number, if any:** \_\_\_\_\_

**Section 3: CIDB registration number, if any:** \_\_\_\_\_

**Section 4: CSD number:** \_\_\_\_\_

**Section 5: Particulars of sole proprietors and partners in partnerships**

Name	Identity number	Personal income tax number

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

**Section 6: Particulars of companies and close corporations**

Company registration number \_\_\_\_\_

Close corporation number \_\_\_\_\_

Tax reference number: \_\_\_\_\_

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

**Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.**

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

## 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).

### 1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and Specific goals must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

- 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 B-BBEE STATUS LEVEL OF CONTRIBUTION**

4.1 preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
BBBEE status level 1 or 2	5
30% black women owned entities	5
51% Black owned EMEs and QSEs	10
Non-compliant/ BBBEE level 3-8 contributors	0

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

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

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





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

**5. BID DECLARATION**

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

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

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

**7. SUB-CONTRACTING**

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

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

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

*(Tick applicable box)*

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


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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[ TICK APPLICABLE BOX]

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

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

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

WITNESSES
1. ....
2. ....

.....
SIGNATURE(S) OF BIDDERS(S)
DATE: .....

## **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<sup>2</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

---

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



2.2 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 consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the

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

institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

## **T2.2-15: NON-DISCLOSURE AGREEMENT**

**[February 2021]**



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

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

**TRANSNET SOC LTD**

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

**and**

.....  
.....

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

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

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:



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

## 2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.



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

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

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

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

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

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

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

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

### **4. ANNOUNCEMENTS**

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

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

### **5. DURATION**

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

## 6. PRINCIPAL

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

## 7. ADEQUACY OF DAMAGES

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

## 8. PRIVACY AND DATA PROTECTION

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

## 9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.



- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

## **T2.2-16: RFP DECLARATION FORM**

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

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

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

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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---

Indicate nature of relationship with Transnet:

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

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with



Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

- 6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
- 7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
- 8. We have acquainted ourselves and agree with the content of T2.2-22 "Supplier Provider Integrity Pact".

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

**IMPORTANT NOTICE TO TENDERERS**

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding a tender process which meets this value threshold, a complaint may be lodged with Transnet’s Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet’s website [www.transnet.net](http://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](mailto:procurement.ombud@transnet.net)

- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.



## T2.2-17: REQUEST FOR QUOTATION – 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:

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DATE OF BREACH:

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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

## T2.2-18: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

---

1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.
2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer
5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive Tendering.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;

- b) geographical area where Services will be rendered [market allocation]
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - f) Tendering with the intention not winning the tender.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this tender relates.
8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

---

SIGNATURE OF TENDERER

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

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

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

### **INTEGRITY PACT**

Between

#### **TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

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

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

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

### **3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER**

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

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

the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

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



- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

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

#### **4 INDEPENDENT TENDERING**

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

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

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

4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) prices;
- b) geographical area where Goods or Services will be rendered [market allocation];
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a Tender;
- e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
- f) tendering with the intention of not winning the Tender.

4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

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

- 5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

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

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

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

blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

## **7 PREVIOUS TRANSGRESSIONS**

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

## **8 SANCTIONS FOR VIOLATIONS**

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

## **9 CONFLICTS OF INTEREST**

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
  - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to

affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
  - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

- 9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
  - b) must notify Transnet immediately in writing once the circumstances has arisen.

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

## **10 DISPUTE RESOLUTION**

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

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;

- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

## 11 GENERAL

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

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

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

Signature .....

Date .....

## **T2.2-20: 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

## **T2.2-21 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 (.....) name of tenderer 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 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	
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2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

### 3. SOLE AGREEMENT

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

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 202

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

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

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

\_\_\_\_\_  
(Operator)

Authorised signatory for and on behalf of \_\_\_\_\_(who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

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

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

## T2.2-22: 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 Contractor 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.			
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			
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			
(Other)			



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**T2.2-23: Forecast Rate of Invoicing**

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

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

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**T2.2-24: Three (3) years audited financial statements**

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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**Transnet National Ports Authority**

**Tender Number: TNPA/2023/11/0009/49322/RFP**

**Description of the Works: Maintenance of Dredging Services buildings B2098, B2409, B2410, B2413, B2460, AND B2461 at the Port of Durban**

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## **T2.2-25 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.

Transnet National Ports Authority

Tender Number: TNPA/2023/11/0009/49322/RFP

Description of the Works: Maintenance of Dredging Services buildings B2098, B2409, B2410, B2413, B2460, AND B2461 at the Port of Durban

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

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

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

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

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

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

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

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

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

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

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

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


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**SUPPLIER DECLARATION FORM**
**Supplier Declaration Form**

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

CSD Number (MAAA xxxxxxx):

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

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

Your Current Company's VAT Registration Status	
VAT Registration Number	
If <b>Exempted from VAT registration</b> , state reason and submit proof from SARS in confirming the exemption status	


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If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

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

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

Does your company have a valid proof of B-BBEE status?										Yes		No	
Please indicate your Broad Based BEE status (Level 1 to 9)					<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
Majority Race of Ownership													
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership							
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans									
<b>Please Note:</b> Please provide proof of B-BBEE status as per Appendix C and D:													



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- 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.

<b>Supplier Development Information Required</b>	
<p><b>EMPOWERING SUPPLIER</b></p> <p>An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise (“QSE”), as detailed in Statement 400 of the New Codes.</p> <p>In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.</p>	<p>YES    <input type="radio"/>        NO    <input type="radio"/></p>
<p><b>FIRST TIME SUPPLIER</b></p> <p>A supplier that we haven’t as yet Traded within Transnet and will be registered via our database for the 1<sup>st</sup> time.</p>	<p>YES    <input type="radio"/>        NO    <input type="radio"/></p>
<p><b>SUPPLIER DEVELOPMENT PLAN</b></p> <p>Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO &amp; BDO etc.).</p>	<p>YES    <input type="radio"/>        NO    <input type="radio"/></p>
<p><b>DEVELOPMENT PLAN DOCUMENT</b></p> <p>Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.</p>	<p>YES    <input type="radio"/>        NO    <input type="radio"/></p> <p>*If Yes- Attach supporting documents</p>
<p><b>ENTERPRISE DEVELOPMENT BENEFICIARY</b></p>	<p>YES    <input type="radio"/>        NO    <input type="radio"/></p>


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A supplier that is not as yet in our value chain that we are assisting in their developmental area.	
<b>SUPPLIER DEVELOPMENT BENEFICIARY</b>	YES <input type="radio"/> NO <input type="radio"/>
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.)	
<b>GRADUATION FROM ED TO SD BENEFICIARY</b>	YES <input type="radio"/> NO <input type="radio"/>
When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	
<b>ENTERPRISE DEVELOPMENT RECIPIENT</b>	YES <input type="radio"/> NO <input type="radio"/>
A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	

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

Name and Surname		Designation	
Signature		Date	





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**APPENDIX B**

Affidavit or Solemn Declaration as to VAT registration status

**Affidavit or Solemn Declaration**

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

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

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**Commissioner of Oaths**

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

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

\_\_\_\_\_  
 Commissioner of Oaths

**APPENDIX C**

**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL**

I, the undersigned,

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

Hereby declare under oath as follows:

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

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



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

3. I hereby declare under Oath that:

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

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• Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

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

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

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

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

**Deponent Signature**

.....

**Date**

.....

---

**Commissioner of Oaths**

Signature & stamp

**APPENDIX D**

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

I, the undersigned,

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

Hereby declare under oath as follows:

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

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	



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<p><b>Definition of “Black People”</b></p>	<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><b>Definition of “Black Designated Groups”</b></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,

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

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

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

**Deponent Signature**

.....

**Date**

.....

**Transnet National Ports Authority**

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**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 <b>bank stamp not older than 3 Months &amp; sign by Bank Teller</b> ).		
4. Certified ( <b>Not Older than 3 Months</b> ) copy of Identity document of Shareholders/Directors/Members (where applicable).		
5. Certified copy of certificate of incorporation, CM29 / CM9 (name change).		
6. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC).		
7. A letter with the company's letterhead confirming both <b>Physical</b> and <b>Postal</b> address.		
8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.		
9. BBBEE certificate and detailed scorecard from a <b>SANAS</b> Accredited Verification Agency and/or Sworn Certified Affidavit.		





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10. Central Supplier Database (CSD) Summary Registration Report.		
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**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:

**Maintenance of Dredging Services buildings B2098, B2409, B2410, B2413, B2460, AND B2461 at the Port of Durban**

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the tenderer:**

Name & signature of witness

(Insert name and address of organisation)

Date

Tenderer's CIDB registration number:

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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



Signature(s)

Name(s)

Capacity

**for the  
Employer**

Transnet SOC Ltd

Name &  
signature of  
witness

(Insert name and address of  
organisation)

Date

**Schedule of Deviations**

Note:

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

No.	Subject	Details
1		
2		
3		
4		

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.

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



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## C1.2 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The conditions of contract are the core clauses and the clauses for main Option	
		<b>B: Priced contract with bill of quantities</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X2 Changes in the law</b>
		<b>X7: Delay damages</b>
		<b>X16: Retention</b>
		<b>X18: Limitation of liability</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The Employer is:	<b>Transnet SOC Ltd (Registration No. 1990/000900/30)</b>
	Address	Registered address: <b>Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet National Ports Authority 10 Mahatma Gandhi Road Durban 4000</b>

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10.1	The Project Manager is: (Name)	<b>TBA</b>
	Address	
	Tel	
	e-mail	
10.1	The Supervisor is: (Name)	<b>TBA</b>
	Address	
	Tel No.	
	e-mail	
11.2(13)	The works are	<b>Maintenance of Dredging Services buildings B2098, B2409, B2410, B2413, B2460, AND B2461 at the Port of Durban</b>
11.2(14)	The following matters will be included in the Risk Register	<b>1. Restricted working areas. 2. Working in an operational building</b>
11.2(15)	The boundaries of the site are	<b>All related areas necessary for the Contractor to Provide the Works within the boundaries of Dredging Services building at 10 Mahatma Gandhi Road.</b>
11.2(16)	The Site Information is in	<b>Part C4</b>
11.2(19)	The Works Information is in	<b>Part C3</b>
12.2	The law of the contract is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The language of this contract is	<b>English</b>
13.3	The period for reply is	<b>One (1) week</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>No additional data is required for this section of the conditions of contract.</b>
<b>3</b>	<b>Time</b>	
11.2(3)	The completion date for the whole of the works is	<b>28 October 2024</b>
31.1	The Contractor is to submit a first programme for acceptance within	<b>Two (2) weeks of the Contract Date.</b>
31.2	The starting date is	<b>24 June 2024</b>

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

35.1 The Employer is not willing to take over the works before the Completion Date.

**4 Testing and Defects**

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

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

**5 Payment**

50.1 The assessment interval is **Twenty fifth (25<sup>th</sup>) day of each successive month.** monthly on the

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

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

51.4 The interest rate is **the prime lending rate of Rand Marchant Bank (RMB) of South Africa.**

**6 Compensation events**

60.1(13) The weather measurements to be recorded for each calendar month are, **the cumulative rainfall (mm)**

**the number of days with rainfall more than 10 mm**

**the number of days with minimum air temperature less than 0 degrees Celsius**

**the number of days with snow lying at 08:00 hours South African Time**

**and these measurements: hours South African Time**

The place where weather is to be recorded (on the Site) is: **The Contractor's Site establishment area (Durban)**





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The weather data are the records of past weather measurements for each calendar month which were recorded at:

**10 Mahatma Ghandi Road, Point , Durban**

and which are available from:

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

<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the conditions of contract.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional Employer's risks	<b>No additional data is required for this section of the conditions of contract</b>
84.1	The Employer provides these insurances from the Insurance Table	
	1 Insurance against:	<b>Loss of or damage to the works, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>
	Cover / indemnity:	<b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
	2 Insurance against:	<b>Loss of or damage to property (except the works, Plant and Materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
	3 Insurance against:	<b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>



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Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
The deductibles are:	<b>As stated in the insurance policy for Contract Works / Public Liability</b>
4 Insurance against:	<b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</b>
Cover / indemnity	<b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>
The deductibles are	<b>The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.</b>
Note:	<b>The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."</b>
84.1	<p>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</p> <p>The Contractor provides these additional Insurances</p> <p><b>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.</b></p> <ol style="list-style-type: none"> <li><b>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</b></li> <li><b>2 Where the contract involves manufacture, and/or fabrication of Plant &amp; 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 &amp; materials, components or other goods for incorporation in the works are adequately insured during manufacture and/or fabrication and transportation to the site.</b></li> </ol>



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- 3 Should the Employer have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the Contractor's policies of insurance as well as those of any sub-contractor
- 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000
- 5 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 Contractor) caused by activity in connection with this contract for any one event is

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



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84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	<b>Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract</b>
<b>9</b>	<b>Termination</b>	<b>There is no additional Contract Data required for this section of the conditions of contract.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>B</b>	<b>Priced contract with Bill of Quantities</b>	<b>No additional data is required for this Option.</b>
60.6	The method of measurement is	<b>The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The Adjudicator is	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the Adjudicator, the Chairman of the Association of Arbitrators will appoint an Adjudicator.</b>
W1.2(3)	The Adjudicator nominating body is:  If no Adjudicator nominating body is entered, it is:	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>  <b>the Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The tribunal is:	<b>Arbitration</b>
W1.4(5)	The arbitration procedure is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Durban, KwaZulu Natal, South Africa</b>

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The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

**The Chairman of the Association of Arbitrators (Southern Africa)**

**12 Data for secondary Option clauses**

**X2 Changes in the law No additional data is required for this Option**

**X7 Delay damages**

X7.1 Delay damages for Completion of the whole of the *works* are **Four Thousand and Two Hundred Rands (R4200) per day**

**X16 Retention**

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

The retention percentage is **Ten per cent (10%) on all payments certified.**

**X18 Limitation of liability**



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



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## **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 Four (4) weeks of the Contract Date.**

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

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



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		<p>provided and/or guaranteed by the constituents from time to time;</p> <p>v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.</p>
Z3.2		<p>Insert additional core clause 27.6</p> <p>27.6. The Contractor shall not alter its composition or legal status of the Joint Venture without the prior approval of the Employer.</p>
Z4	Additional obligations in respect of Termination	
Z4.1		<p>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</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> <li>• commenced business rescue proceedings (R22)</li> <li>• repudiated this Contract (R23)</li> </ul>
Z4.2	Termination Table	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
Z4.3		<p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>
Z5	Right Reserved by the Employer to Conduct Vetting through SSA	



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**Z5.1**

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

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

**Z6**

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

**Z6.1**

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

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



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



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61	in	The hourly rates for Defined Cost of design outside the Working Areas are	<b>Category of employee</b>	<b>Hourly rate</b>
62	in	The percentage for design overheads is	<b>%</b>	
SSCC				
63	in	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		
SSCC				

<b>B</b>	<b>Priced contract with bill of quantities</b>	<b>Data for the Shorter Schedule of Cost Components</b>		
41 in	The percentage for people overheads is:	<b>%</b>		
SSCC				
21 in	The published list of Equipment is the last edition of the list published by			
SSCC				
	The percentage for adjustment for Equipment in the published list is	<b>% (state plus or minus)</b>		
22 in	The rates of other Equipment are:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>
SSCC				
61 in	The hourly rates for Defined Cost of design outside the Working Areas are	<b>Category of employee</b>		<b>Hourly rate</b>
SSCC				



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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:		



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## **PART 2: PRICING DATA**

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
C2.1	Pricing instructions: Option B	2-4
C2.2	The bill of quantities	5-8

## C2.1 Pricing instructions: Option B

### 1. The conditions of contract

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

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

**Identified and** 11

**defined terms** 11.2

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

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

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

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

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

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

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

#### 1.2. Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The Contractor

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Provides the Works in accordance with the Works Information". Hence the Contractor does **not** provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

**1.3. Guidance before pricing and measuring.**

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

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

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

**2. Measurement and payment**

**2.1. Symbols**

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

<b>Abbreviation</b>	<b>Unit</b>
%	percent
m	metre
mm	millimetre
m <sup>2</sup>	square metre
m <sup>3</sup>	cubic metre
No.	number
sum	Lump sum



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## **2.2. General assumptions**

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

## **2.3. Departures from the *method of measurement***

## **2.4. Amplification of or assumptions about measurement items**

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the method of measurement. In the event of any ambiguity or inconsistency between the statements in the method of measurement and this section, the interpretation given in this section shall be used.

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## C2.2 the bill of quantities

Item	Description	Unit	Quantity	Rate (R)	Amount (R)
<b>1. PRELIMINARY &amp; GENERAL, SAFETY AND LABOUR</b>					
1.1.	SHERQ Obligations including SHE File	Sum	1		
1.2.	Establishment of Equipment (including safe working at height equipment) and Facilities on the Site	Sum	1		
1.3.	Supervision for duration of Construction	Sum	1		
1.4.	SACPCMP registered Safety officer to be on site for the duration of the project.	sum	1		
1.5.	Waste collection and Disposal	Sum	1		
1.6.	Site de-establishment	Sum	1		
	<b>Sub-Total (excluding VAT)</b>				
<b>2. Building B2098 exterior</b>					
2.1	Remove damaged IBR aluminium awning sheets and replace with new IBR aluminium awning.	m <sup>2</sup>	9		
2.2	Prepare and apply one coat primer for steel (patching), one coat universal undercoat (patching), two coats gloss enamel on handrails	m <sup>2</sup>	60		
2.3	Prepare and apply two coats floorcote enamel on exterior steps	m <sup>2</sup>	13		
2.4	Remove existing waterproof and lay 100mm screed. Allow for a cross fall to the existing drainage.	m <sup>2</sup>	105		
2.5	Prepare and lay new waterproof (refer to description at Part C3, item 1.2.8)	m <sup>2</sup>	105		
2.6	Remove debris, algae, and any pests on the gutters with industrial-strength vacuums, or by hand with a trowel and Flush out the gutters with a pressure washer or a garden hose.	m	300		

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2.7	Remove debris in the downpipes and flush the downpipes with the garden hose.	m	80		
2.8	Remove damaged seamless and replace with new 150mm aluminium seamless rain Gutters	m	42		
2.9	Remove damaged 110mm PVC down pipes and replace with new 110mm PVC down pipes	m	96		
2.10	Remove damaged timber flashing (200mm x30mm) and replace with new 200mm x 30mm timber flashing.	m	48		
2.11	Prepare and paint flashing with two coats gloss enamel paint.	m <sup>2</sup>	25		
2.12	Remove corroded and damaged 0.5mm x 3600mm x 740mm corrugated sheets and replace with new 0.5mm x 3600mm x 740mm corrugated sheets.	No.	24		
2.13	High pressure clean roof	m <sup>2</sup>	1160		
2.14	Apply Eco Rubber waterproofing to corrugated metal roof	m <sup>2</sup>	1160		
2.15	Paint roof sheets to match existing blue colour	m <sup>2</sup>	1160		
2.16	High pressure clean the entire building	m <sup>2</sup>	1695		
2.17	Prepare and paint eave ceiling to match existing white colour.	m <sup>2</sup>	96		
2.18	Remove flaking wall paint and apply double coat of universal alkyd-based undercoat.	m <sup>2</sup>	96		
2.19	Repair 25mm concrete spalling.	m <sup>2</sup>	27		
2.20	Open existing wall cracks for a minimum width of 10mm and 10mm deep and then fill up epoxy repair mortar.	m <sup>2</sup>	52		
2.21	Prepare wall and paint all previously painted areas, to match existing colours.	m <sup>2</sup>	1745		
2.22	Remove broken glazing, cleaning wooden windows and then glazing to wood with putty, Clear float 6mm glass 1 Panes exceeding 0,1m2 not exceeding 0,5 m2.	m <sup>2</sup>	18		
2.23	Remove broken window putty and lay new putty.	m	120		

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2.24	Sand and apply wood borer treatment on window frames.	m <sup>2</sup>	28		
2.25	Paint wooden window frames with two coats gloss enamel	m <sup>2</sup>	68		
2.26	Remove and dispose corroded survey benchmark	No.	1		
2.27	Prepare and weld steel staircase and balustrades (1/4 x 3/8 fillet weld both sides)	m	15		
2.28	Prepare staircases, balustrades and apply double coat of ZR primer and apply double coat of non-corrosive silverkote.	m <sup>2</sup>	38		
	<b>Sub-Total (excluding VAT)</b>				
<b>3. Building B2098 Interior</b>					
3.1	Remove dampness and apply a damp sealer	m <sup>2</sup>	85		
3.2	Open existing wall cracks for a minimum width of 10mm and 10mm deep and then fill up epoxy repair mortar.	m <sup>2</sup>	39		
3.3	Remove flaking wall paint and apply double coat of universal alkyd-based undercoat.	m <sup>2</sup>	36		
3.4	Prepare walls and apply double coat of paint (cream colour)	m <sup>2</sup>	490		
3.5	Remove damaged ceiling panels and replace with new 12.5mm rhino boards and apply white paint.	m <sup>2</sup>	110		
3.6	Prepare and paint ceiling with white ceiling paint	m <sup>2</sup>	900		
3.7	Prepare and paint (900mm x 2100mm) doors and frames to match existing colour.	No.	13		
3.8	Remove damaged single doors, frames and Install new semi-solid sapele interior doors exposed edge 813x2032mm and frames.	No.	12		
3.9	Prepare and apply two coats floorcote enamel on interior steps	m <sup>2</sup>	56		
3.10	Prepare wooden balustrades and apply double coat of woodgard interior double life	m <sup>2</sup>	22		

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	Timbavarnish (matt)				
3.11	Remove existing carpet and dispose. Prepare floor and lay new Belgotex Serengeti mamba carpet.	m <sup>2</sup>	225		
3.12	Remove existing power skirting, Supply and install new 2 Tier power skirting	m	85		
3.13	Supply and install 16 A socket outlets (normal) on the power skirting with necessary wire connection.	No.	14		
3.14	Supply and install 16 A socket outlets (dedicated) on the power skirting with necessary wire connection.	No.	14		
3.15	Remove existing sink at 2 <sup>nd</sup> floor, dispose and make good.	sum	1		
3.16	Remove the existing 1340mm x 700mm wooden windows and replace with new 1340mm x 700mm wooden windows of the same design.	No.	2		
3.17	Clean the existing aluminium single door, remove 900mm x 300mm cracked glass and replace with the new one	sum	1		
3.18	Repair 25mm concrete spalling	m <sup>2</sup>	14		
3.19	Remove existing air conditioners at third floor and replace with new 24 000 BTU split unit air-conditioning unit including 32A isolator IP66 rating.	No.	2		
3.20	Remove existing Distribution Box (DB) cover, neatly rewire the existing distribution board to comply with SANS 10142-1 then Supply covers plates for distribution board and install. Test all outgoing circuits and issue COC. Label all circuits on the existing DB and provide legend	sum	1		
3.21	Remove existing hand basin and cabinet. Replace with new hand basin mounted on 1000mm x 600mm cabinet.	sum	1		
3.22	Clean existing aluminium door and windows	m <sup>2</sup>	43		

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	<b>Sub-Total (excluding VAT)</b>				
<b>4. West side lean-to roof structure (B2098)</b>					
4.1	Remove existing waterproof membrane, prepare and apply 3 x coats of abe supalaykode with membrane as flashing on the corners and parapet walls (150mm horizontally and 150mm vertically)	m <sup>2</sup>	19		
4.2	Apply the double coat of liquid waterproof in the plastered wall.	m <sup>2</sup>	19		
4.3	The lean-to roof structure on the West Side shall be reinstated with new treated timber and roof sheeting and columns to match the existing (refer to drawing: CAD 51457_05).	sum	1		
	<b>Sub-Total (excluding VAT)</b>				
<b>5. South side Balcony (B2098)</b>					
5.1	Remove existing timber deck and replace with 90mm x 19mm Balau wooden deck	m <sup>2</sup>	48		
5.2	Remove the damaged solid timber beams 3000mm x 60mm x 250mm and replace with new SABS Structural pine CCA treated H3.	No.	36		
5.3	Remove the damaged solid timber beams 6000mm x 150mm x 250mm and replace with new SABS Structural pine CCA treated H3.	No.	9		
5.4	Prepare and apply double coat of clear vanish to the new beams to match existing colour	m <sup>2</sup>	39		
5.5	Apply double coat of liquid waterproof where wall and balcony joins	m <sup>2</sup>	13		
5.6	The corroded posts and welds shall be mechanically de-rusted down to shiny metal using a wire brush. All de-rusted areas shall be painted with one coat Zinc Galvanised 6 Primer, one coat Enamel Undercoat and two coats Enamel Final Coat. Paint to match existing colour on site.	m <sup>2</sup>	85		
	<b>Sub-Total (excluding VAT)</b>				

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<b>6. B2409</b>					
6.1	The corroded posts shall be mechanically de-rusted down to shiny metal using a wire brush	m <sup>2</sup>	46		
6.2	All de-rusted areas shall be painted with one coat Zinc Galvanised 6 Primer, one coat Enamel Undercoat and two coats Enamel Final Coat	m <sup>2</sup>	46		
6.3	Paint steel poles to match existing colour.	m <sup>2</sup>	46		
6.4	Remove corroded IBR Sheets and replace with new to match existing	m <sup>2</sup>	75		
6.5	High pressure clean walls	m <sup>2</sup>	95		
6.6	Prepare and apply double coat of brick sealer on the brick wall.	m <sup>2</sup>	95		
<b>Sub-Total (excluding VAT)</b>					
<b>7. B2410</b>					
7.1	The corroded posts shall be mechanically de-rusted down to shiny metal using a wire brush	m <sup>2</sup>	55		
7.2	All de-rusted areas shall be painted with one coat Zinc Galvanised 6 Primer, one coat Enamel Undercoat and two coats Enamel Final Coat	m <sup>2</sup>	55		
7.3	Paint steel poles to match existing colour.	m <sup>2</sup>	55		
7.4	Remove corroded IBR Sheets and replace with new to match existing	m <sup>2</sup>	128		
7.5	High pressure clean walls	m <sup>2</sup>	170		
7.6	Prepare and apply double coat of brick sealer on the brick wall.	m <sup>2</sup>	170		
<b>Sub-Total (excluding VAT)</b>					
<b>8. B2413</b>					
8.1	The corroded posts shall be mechanically de-rusted down to shiny metal using a wire brush	m <sup>2</sup>	122		
8.2	All de-rusted areas shall be painted with one coat Zinc Galvanised 6 Primer, one coat Enamel Undercoat and two coats Enamel Final Coat	m <sup>2</sup>	122		

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8.3	Paint steel poles to match existing colour.	m <sup>2</sup>	122		
8.4	Remove broken 50mm x 120mm timber and replace with new to match existing.	m	62		
8.5	Remove corroded IBR Sheets and replace with new to match existing	m <sup>2</sup>	180		
8.6	High pressure clean walls	m <sup>2</sup>	673		
8.7	Prepare and apply double coat of brick sealer on the brick wall.	m <sup>2</sup>	673		
8.8	Remove corroded garage door and replace with new to match existing	m <sup>2</sup>	18		
8.9	High pressure clean walls	m <sup>2</sup>	392		
8.10	Prepare and apply double coat of brick sealer on the brick wall.	m <sup>2</sup>	392		
	<b>Sub-Total (excluding VAT)</b>				
<b>9. B2460</b>					
9.1	Remove corroded carport including poles, gutters and down pipes and dispose off-site	m <sup>2</sup>	356		
9.2	Supply and install carport including poles, gutters and down pipes to match existing.	m <sup>2</sup>	356		
	<b>Sub-Total (excluding VAT)</b>				
<b>10. Boundary wall</b>					
10.1	High pressure clean the wall to remove dirt	m <sup>2</sup>	1600		
10.2	Remove flaking wall paint and apply double coat of universal alkyd-based undercoat.	m <sup>2</sup>	900		
10.3	Chip off the lose plaster into sound plaster and replaster to tie into the level of existing plaster.	m <sup>2</sup>	480		
10.4	Apply a double coat of universal alkyd-based undercoat on plastered wall.	m <sup>2</sup>	480		
10.5	Prepare and paint boundary wall to match existing colour.	m <sup>2</sup>	1600		
10.6	Remove dampness and apply a damp sealer	m <sup>2</sup>	180		
10.7	Remove damaged solid core hardwood arch	No.	1		



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	double doors, arch frame and replace with ditto 40mm custom made arch double door 2150 x 2350mm high with rebated arch frame to match existing.				
10.8	Remove Corroded steel gate and install new single swing clear gate (900mm x 2300mm height) hot dip galvanised, with 2 galvanised rectangular poles (75mm x 75mm).	No.	1		
	<b>Sub-Total (excluding VAT)</b>				
<b>11. Building B2461</b>					
11.1	Remove corroded and damaged 0.5mm x 3600mm x 740mm corrugated sheets and replace with new to match existing.	No.	7		
11.2	High pressure clean roof	m <sup>2</sup>	235		
11.3	Apply Eco Rubber waterproofing to corrugated metal roof	m <sup>2</sup>	235		
11.4	Paint roof sheets to match existing colour	m <sup>2</sup>	235		
11.5	Remove flaking wall paint and apply double coat of universal alkyd-based undercoat.	m <sup>2</sup>	85		
11.6	Prepare interior walls and paint to match existing colour.	m <sup>2</sup>	460		
11.7	High pressure cleaning of exterior walls	m <sup>2</sup>	230		
11.8	Prepare exterior walls and paint to match existing colours.	m <sup>2</sup>	230		
11.9	Remove damaged 12.5mm thick plasterboard ceiling and replace with new.	m <sup>2</sup>	26		
11.10	Paint ceiling to match existing colour.	m <sup>2</sup>	180		
	<b>Sub-Total (excluding VAT)</b>				
	<b>TOTAL (excluding VAT)</b>				



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	<b>The offered total of the Prices exclusive of VAT</b>	
	<b>Value Added Tax @ 15%</b>	
	<b>The offered total of the Prices inclusive of VAT</b>	

**PART C3: SCOPE OF WORK**

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	Employer's Works Information	2
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### C3.1 EMPLOYER’S WORKS INFORMATION

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## **SECTION 1**

### **1 Description of the works**

#### **1.1 Executive overview**

The works that the Contractor is to perform involve the interior and exterior renovations at Dredging Services adm building in the Port of Durban. The primary purpose of this document is to outline the scope of services and deliverables that Transnet National Ports Authority (TNPA) will require of a Principal Contractor with necessary experience and expertise to conduct the maintenance of buildings dredging services in the Port of Durban.

#### **1.2 Employer's objectives**

The Employer intends to appoint a Contractor to perform works as per Employer's specifications:

##### **1.2.1 Roof Accessories**

- Broken and corroded gutters and rainwater downpipes shall be removed, disposed off-site and new gutters and downpipes shall be installed to match existing sizes on site.
- All blocked gutters and rainwater downpipes shall be cleaned of debris and vegetation and blockages removed.
- The corroded steel balustrade shall be removed and replaced with new hot dipped galvanized balustrade to match existing.

##### **1.2.2 Pressure Cleaning**

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

##### **1.2.3 Plastering**

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

#### **1.2.4 Damp Sealing**

- Open doors and windows for added ventilation and put down a dust sheet to protect the areas you don't want to get paint on.
- If damp has caused paint to flake and peel, sand it away so you have a smooth surface. If there is any mould, use a mould killer to get rid of it.
- Hold the can upright around 20-30cm away for the wall, Spray from side to side for an even finish and wait 10 minutes for the first coat to dry.
- Apply a second coat and then a third, leaving 10 minutes between both.
- Once three coats have been applied, wait 24 hours for the seal to completely dry before you start decorating.

#### **1.2.5 Woodborer Treatment**

- Remove paint or varnish-type coatings with Cote Strip,
- Remove old waxy and oil-type finishes with Indeg.
- Remove fungal stains/discoloration.
- Sand surface to a smooth finish.
- Apply 125 ml to 250 ml / m<sup>2</sup> (4 to 8 m<sup>2</sup> / ℓ) of CTX 108 Reg Number L7445 chemical for eradication of woodborer directly to clean, dry timber surfaces before application of final wood coating/finish using either brush-on, dip or spray application methods.
- Ensure that all surfaces are thoroughly covered and penetrated with the product, especially cut ends.
- Allow surface to dry before applying a final wood coating/finish.

#### **1.2.6 Painting**

- All previously painted areas must be washed down to remove dirt and other contaminants and allow drying completely before any paint applied. Blistered or peeling of paint shall be completely removed.
- Surfaces to be painted must be dry and free of dirt, grease, and peeling, flaking paint before painting commences.
- Surfaces not being painted must be covered against spotting and spillage by masking tape, spot sheet.
- All paint used shall be SABS approved and Painting shall be done in accordance with the requirements of SANS 10305.
- Paint to be used should have a minimum of 8 years durability warranty.
- The Contractor shall provide a sample of the new paint for approval by the Project Manager prior to procuring and bringing on site.
- Paint product information:
-

<b>Substrate</b>	<b>Specification</b>
Exterior walls, asbestos down pipes, ledges, parapets, boundary walls, interior walls, and dry walls	One coat of trade alkali resistant primer (patching) Two coats of trade 100 low sheen
Galvanized sheeting, Chromodek roof	One coat of primer for galvanized iron Two coats of roofguard pure acrylic roof coating
Exterior wooden doors, door frames and balustrades	Three coats of woodgard int/Ext timba varnish
Pvc down pipes	One coat of super grip all-surface primer (patching) Two coats of trade 100 low sheen
Ceilings	One coat of trade alkali resistant primer (patching) Two coats of trade 65 matt pva
Wooden windows, window frames, doors, door frames, fascia boards, beams and louvers	One coat of primer for wood (patching) One coat of trade universal undercoat (patching) Two coats of gloss enamel
Bituminous torch on	Two coats of trade bituminous aluminum paint
Exterior steps	Two coats of floorcote enamel
Mild steel posts, balustrades and handrails	One coat of primer for steel (patching) One coat of universal undercoat (patching) Two coats of gloss enamel
Interior plaster below dado	One coat of trade alkali resistant primer (patching)



	One coat of trade universal undercoat (patching)  Two coats of gloss enamel
Interior wooden doors	One coat of primer for wood (patching)  One coat of trade universal undercoat (patching)  Two coats of trade 100 low sheen
Powder coated barge boards	One coat of super grip all-surface primer (patching)  Two coats of roofguard pure acrylic roof coating
Interior staircase landing	Two coats of floorcote enamel
Interior wooden doors	Three coats of woodgard interior double life timba varnish (matt)

### 1.2.7 Concrete Spalling

- Square cut the edge of identified repairs to a minimum depth of 10mm to avoid further edging.
- Remove all unsound concrete including concrete within the square cut and ensure concrete behind the reinforcement is broken/ chipped back enough to allow access of priming a steel a minimum of 25mm is recommended.
- The exposed reinforced steel must be sand blasted to remove all rust.
- Apply double coat of zinc primer to reinforcing steel.
- Apply wet to dry epoxy adhesive to the prepared concrete surface.
- Apply structural repair mortar and smooth over on the exterior face.

### 1.2.8 Verandah

- The lean-to roof structure on the West Side shall be reinstated using the existing columns stored on site with new treated timber and roof sheeting to match the existing (refer to drawing: CAD 51457\_05).
-

### **1.2.9 Timber Deck**

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

### **1.2.10 Water Proofing**

- Remove all waterproofing and screed from the surface of the deck using acceptable mechanical means, ensuring all contaminations and debris is removed.
- Prepare the surface to provide a sound, dry and clean surface.
- Apply new screed to falls to adequate rainwater outlets and allow sufficient curing.
- Apply bituprime primer to the surface.
- Apply 1 x layer of 3mm index vis, followed by 1 x layer of 4mm thick index fidia, surface fully bonded by means of torch-on fusion to falls and cross falls to rainwater outlets, with 50mm x 50mm mortar fillets on all corners. The rolls are to run parallel to each other, centrally staggered to prevent joints overlapping. Turn up the water proofing membrane 150mm high on all corners.
- Apply 3 x coats superlaykold with membrane as flashing where the torch on membrane meets concrete and all corners etc. And over parapet walls- 100mm horizontal x 100mm vertical flashing.
- Apply 2 x coats of silvakote.
- Waterproofing to be installed by an approved contractor under a ten-year guarantee.

### **1.2.11 Cracks**

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

**1.2.12 Waste Collection and Disposal**

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

**1.2.13 Safe Equipment for Working At Height**

- Supply safe and suitable working at height equipment for every height work.
- A contractor must appoint a competent person in writing who must ensure all height equipment’s operations are carried under his or her supervision and that all erectors, team leaders and inspectors are competent to carry out work.

**1.3 Employer’s objectives**

The Employer, Transnet National Ports Authority, requires the Works, comprising renovations of Civil/Building works of Dredging Services Admin Building in the Port of Durban. The Employer intends to appoint a Contractor to renovate the buildings as per Employer’s specifications.

**NB: The contractor shall allow in his prices for the following:**

Construction work will also take place within a confined area, i.e., operational office environment, no additional payment will be made for work done in confined areas. The prospective tenderers shall exercise due diligence during the execution of the project to minimize risk of damaging existing equipment/infrastructure and also ensure minimal disruption to office staff. The Contractor will be responsible for any costs associated with damages to existing infrastructure located on the buildings; the Contractor shall therefore make provision in his prices for the risk of damage to existing equipment/infrastructure.

**1.4 Interpretation and terminology**

The following abbreviations are used in this Works Information:

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

CM	Construction Manager
DTI	Department of Trade and Industry
DWG	Drawings
EO	Environmental Officer
HAW	Hazard Assessment Workshop
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee
JSA	Job Safety Analysis
CIRP	Contractor's Industrial Relations Practitioner
Native	Original electronic file format of documentation
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PSIRM	Project Site Industrial Relations Manager
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 No designs are to be supplied by the Employer, however the Employer will supply the Works Information and Specifications for Works required.

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

The Contractor will not do any design as the Contractor undertake Works as per employer's specifications. However the Contractor will be obligated to supply all necessary Equipment and Personnel to properly perform the Works under the Contract including:

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

## **2.3 Review and Acceptance of Contractor Documentation**

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

### **3 CONSTRUCTION**

#### **3.1 Temporary works, Site services & construction constraints**

- 3.1.1 The Contractor complies with Employer's Site entry and security control, permits, and Site regulations
- 3.1.2 The Contractor is specifically excluded from entering the Employer's Operational Areas which are outside the Site and Working Areas. The Contractor plans and organises his work in such a manner so as to cause the least possible disruption to the Employer's operations.
- 3.1.3 The Contractor ensures the safe passage of Contractor's traffic to and around the Site and Working Areas at all times that includes providing flagmen, protective barriers, signage and so forth for protection, direction and control of traffic.
- 3.1.4. 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.
- 3.1.5. The Contractor complies with the following access / egress permissions and restrictions for personnel and Equipment within the Site boundaries requirements of the Employer:  
The Contractor ensures that all his construction staff, labour, and Equipment remains within his allocated and fenced off construction area.  
Prior to bringing Equipment to site the Contractor will be required to notify the Project Manager as per the NEC 3 communication procedures and provide details of the Equipment to be brought to site and obtain approval from the Project Manager, the Contractor can only bring equipment once the Project Manager issues approval in writing.  
All Contractor's staff and labour complies with the Employers (TNPA) operational safety requirements and are equipped with all necessary PPE, high visibility apparel and floating apparel.
- 3.1.6. People restrictions on Site; hours of work, conduct and records:
- 3.1.7. The Contractor's personnel and Sub-Contractor's on site are restricted from accessing areas outside the approved Working Area.
- 3.1.8. The Contractor keeps daily records of his people engaged on the Site and Working Areas (including Sub-Contractors) with access to such daily records available for inspection by the Project Manager at all reasonable times.

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

- Monday to Friday: 07:00am to 15:30pm

**NB:** Should the Contractor wish to deviate from the above working hours, a formal request shall be submitted to the Project Manager for approval two weeks prior to the start date of the deviation.

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

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

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

3.1.13 Title to Materials from demolition and excavation

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

3.1.14 Cooperating with and obtaining acceptance of others

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

- The Works will be performed in an operational environment and will proceed with normal duties, during the renovations the where the repairs will take place the employees or end user will be notify so that there will be no disruption. The Contractor shall have to liaise with the project manager in scheduling work and shall comply with all instructions.
- The Contractor performs the Works and co-operates with The Employer (including the agents of the Employer) who operates on Site during the entire duration of the Contract period.

- The Contractor performs the Works and co-operates with others, of whom the Contractor is to be notified once appointed by the Employer, who operate on Site during the entire duration of the Contract period.
- The Contractor shall note that there may be other projects in progress within the Storeroom and the Switch room which are expected at some point to run in parallel to this project, the Contractor, hence the Contractor shall co-operate with Others by allowing access through parts of the Working Areas when required during the entire duration of the Contract period.

#### 3.1.16 Publicity and progress photographs

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

#### 3.1.17 Contractor's Equipment

- The Contractor keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the Project Manager at all reasonable times.
- All Equipment used by the Contractor on site shall be properly maintained and operated. All vehicles on public roads shall be roadworthy, with the necessary licences and safety requirements. A checklist/register shall be implemented which lists the operators qualifications and medical records.
- The Contractor complies with the following:
  - a) The Contractor shall supply all necessary materials, labour, tools, plant, PPE, demarcating signage as per the latest construction regulation and transport required for the proper completion of the works.



- b) The Contractor shall submit a comprehensive list of Equipment, intended for use on this contract.
- c) The use of all such Equipment shall be subject to approval by the Project Manager, though such approval shall not relieve the Contractor of any of their responsibilities under the contract.

#### 3.1.18 Equipment provided by the Employer

- No Equipment will be provided by the Employer.

#### 3.1.19 Site services and facilities:

- No facilities will be provided by the Employer. The Contractor may, however, make arrangements with the relevant Transnet personnel to make use of ablution facilities that might be on or near the site.
- The Contractor's site establishment area(s) is to be within the Contractor's boundary of the area that will be confirmed with the successful Contractor after award and shall be clearly sign posted and be compliant with the relevant safety regulations and restrictions that might be in place until the Contractor has de-established from site. The site establishment layout must be approved by the Project Manager.
- The Contractor shall ensure that the area used has a suitable continuous security fence and the necessary access gates. All preparation and fencing, etc. shall be done by the Contractor and shall be for his account, this includes clearing away and leaving clean and clear at completion.
- The Contractor shall provide, maintain and remove lockable portable chemical type toilets. An area will be made available within the Contractor's Working Areas.

#### 3.1.20 The Employer provides the following facilities for the Contractor:

- For the duration of the Contract, the Employer will provide with an area, free of charge, for the Contractor to establish his offices, lay down areas, stores and other Contractor's Equipment.
- 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.
- The Employer provides connection points for services such as water, power etc. 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.

### 3.1.21 Facilities provided by the Contractor:

- The Contractor ensures that the 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 provides, at his cost, for his staff and that of the Employer, 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 phased construction of the works.
- Such fencing demarcates and secures the construction area. The fencing is erected before any work starts and is removed only upon completion of the work in that area.
- The Contractor is responsible 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, 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.
- 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.
- 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) accepted by the Project Manager.
- Wherever the Employer provides facilities for the Contractor’s use and the Contractor adapts such facilities for use, then the Contractor makes good and provides full reinstatement to the land (including all apparatus of the Employer and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the Employer.
- Unless expressly stated as a responsibility of the Employer, all residual requirements for the provision of facilities and all items of Equipment necessary for the Contractor to Provide the Works remains the responsibility of the Contractor.

### **3.2 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.

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

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

Snags if they are being identified at the handover.

3.2.3 Use of the works before Completion has been certified

The Employer uses the following part / parts of the works before Completion is certified by the Project Manager.

3.2.4 Materials facilities and samples for tests and inspections

- The Contractor to provide all materials, facilities and apparatus required for any test and /or inspections required by the Works Information.
- The Contractor to provide samples as required by the Works Information.
- The Employer provides nothing.

3.2.5 Commissioning

Testing and commissioning will be as per the Technical Specifications.

3.2.6 Take over procedures

3.2.7 The Contractor provides the following assistance to the Employer as deemed necessary by the Employer, in terms of the contract.

3.2.8 The Contractor ensures that the documentation as described on the Works Information is presented to the Project Manager before Completion.

3.2.9 The Contractor ensures that the Project Manager has a full and accurate dossier of As-built documents that represent the status of the completed works (to include Plant within the works) to present to the Employer.

3.2.10 Access given by the Employer for correction of Defects

- Upon prior arrangement, The Contractor will be granted access to the site to correct any project related defects.
- The Contractor will be required to undertake certain procedures before such access can be granted this will include but not limited to:
  - a) Safety requirements, develop method statement and risk assessment.
  - b) Undergo TNPA inductions in order to obtain access permits.
  - c) Obtain access permits from TNPA permit office.

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

- Limited working space for available for the Contractor to perform defects corrections.
- Contractor shall be confined to the working times specified in paragraph 3.1.9.

#### 3.2.12 Performance tests after Completion

The Contractor performs the performance tests after Completion of the works.

#### 3.2.13 Operational maintenance after Completion

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



## **4 Plant and Materials Standards and Workmanship**

### **4.1 Investigation, Survey and Site Clearance**

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

### **4.2 Building works**

- 4.2.1 Where the Association of South African Quantity Surveyors Model Preamble for Trades 1999 are used within the Works Information, the following interpretations and meanings shall apply:
- 4.2.2 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in the Works Information and the conditions of contract, the conditions of contract take precedence within the ECC Contract.
- 4.2.3 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in this paragraph 4.2 of C3.1 Employer's Works Information and specific statements contained elsewhere in C3.1 Employer's Works Information, the specific statements contained elsewhere shall prevail, without prejudice to the Project

Manager's express duty to resolve any ambiguity or inconsistency in the Works Information under ECC Clause 17.1.

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

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

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

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

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

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

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

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

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

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

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

### **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 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.

### **5 List Of Drawings**

#### **5.1 Drawings issued by the Employer**

- DH62-0-1 sheet 25
- DH62-0-1 Sheet 25
- CAD 51457\_05
- CAD 51457\_2-2

### **SECTION 2**

### **6 Management and start up**

#### **6.1 Management meetings**

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

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

<b>Title and purpose</b>	<b>Approximate time &amp; interval</b>	<b>Location</b>	<b>Attendance by:</b>
Kick-off meeting	Once off at the beginning of the contract	Dredging Services	Project Manager (and appropriate key persons) and Contractor
Overall contract progress and feedback Meetings	Monthly	223 Maydon Road	Project Manager (and appropriate key persons) and Contractor



Handover meeting	Once off at the end of Project	On site	Project Manager (and appropriate key persons) and Contractor
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- 6.1.3 Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the works. Records of these meetings are to be submitted to the Project Manager by the person convening the meeting within five days of the meeting.
- 6.1.4 All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the conditions of contract to carry out such actions or instructions.
- 6.1.5 The Contractor attends management meetings at the Project Manager’s request as set out in the table above. At these meetings the Contractor presents all relevant data including safety, health and environmental issues, progress reports, quality plans, Sub-Contractor management reports, as may be required.

**6.2 Documentation Control**

- 6.2.1. 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.
- 6.2.2. All documentation requirements for the works will be dealt with in accordance with TNPA document system extracted from the Standard Project Protocol document (SPP).
- 6.2.3. The Head of Documentation Control shall be the Management Representative for Quality (MRQ). The Document Controller shall provide assurance that all project related documents shall be fully controlled.
- 6.2.4. All project related incoming and outgoing e-mails, faxes, letters, documents and drawings shall be copied to the Document Controller and Project Manager. The Document Controller shall allocate a reference and sequence number and file the documents electronically within 48 hours of receipt.

- 6.2.5. Drawings shall be issued as per Project Manager's requirements to Documentation Control. Document Controller shall register drawings and issue with an electronic document transmittal.
- 6.2.6. All project related incoming and outgoing correspondence (internal Origin) shall be sent to Documentation Control for date stamping and distribution as per the Project Manager's and/or Supervisor's requirements. This shall exclude e-mails.
- 6.2.7. All incoming documents (external origin) shall be forwarded to the Documentation Control for scanning, filing, including reference, sequential number allocation and registration.
- 6.2.8. Outgoing documents of external origin shall be forwarded to the Documentation Control with the Request Instruction Forms. The Document Controller shall register the documents and issue a transmittal note.

### **6.3 Safety risk management**

- 6.3.1. The Contractor complies with the following Safety Management Plan (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.
- 6.3.2. 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.
- 6.3.3. 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.

**SHE File is to be kept on site at all times. The file as to contain amongst others, if applicable:**

- Principal Contractors Organogram
- Letter Of Good Standing with Compensation Fund
- Notification Letter of Construction Work ~ Department Of Labour (If Applicable)
- Appointments
- Induction: Employees and Visitors: Staff Medical Certificates
- Principal Contractor's SHEQ Policy

- Health & Safety Plan, Integrated Legal Register, Client Specification
- Fall Protection Plan (If Applicable)
- Risk Assessments: Method Statements: Safe Operating Procedures
- Incidents / Accidents Register and Investigation Reports
- Health And Safety Training Records - Induction Records And Toolbox Talks
- Emergency Contact Telephone Numbers
- Business Continuity Plan Including Emergency Plan
- Documented Proof of Daily Toolbox Safety Talks/ DSTI
- Inspections Checklist
- All Registers
- Welfare Facilities
- Electrical Compliance
- Mandatary Agreement
- Communication Plan
- Training Records and Competency Certificates
- General (Section 37(2), Site Access Certificate)
- Environmental Management Plan

6.3.4. 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.

6.3.5. 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).

6.3.6. 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:

6.3.7. The Construction Manager 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.

6.3.8. The Construction Manager 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.

6.3.9. 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.

6.3.10. The Project Site Safety Manager (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.

## **6.4 Environmental constraints and management**

6.4.1 The Contractor complies with the following ENV-STD-001 Rev01 (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 were 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:

- Hazardous and non-hazardous solid waste management
- Contaminated water management
- Hydrocarbon spills
- Dust control
- Spoil dumping
- Noise and vibration control
- Environmental awareness training
- Emergency procedures for environmental incidents
- Contractor's SHE Officer

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 be approved by the Project Manager, 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 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:

The method statements for Completion by the Contractor are contained within Annexure 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 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

#### 6.4.2 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.

## **6.5 Quality assurance requirements**

- 6.5.1 The Contractor shall have, maintain and demonstrate its use to the Project Manager (and/or the Supervisor to satisfy the requirements of 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).
- 6.5.2 The Contractor submits his Quality Management System documents to the Project Manager as part of his programme under ECC Clause 31.2 to include details of:
- a) Quality Plan for the contract.
  - b) Quality Policy
  - c) Index of Procedures to be used; and
  - d) A schedule of internal and external audits during the contract
- 6.5.3 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.
- 6.5.4 The Project Manager indicates those documents required to be submitted for either information, review or acceptance and the Contractor indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the Project Manager responding to documents submitted by the Contractor for review or acceptance within the period for reply prior to such documents being used by the Contractor.
- 6.5.5 The Quality Plan means the Contractor's statement, which outlines strategy, methodology, resources allocation, Quality Assurance and Quality Control co-ordination activities to ensure that the works meet the standards stated in the Works Information.
- 6.5.6 The Project Quality Plan means the Contractor's statements, which outlines strategy, methodology, resources allocation, and Quality Assurance and Quality Control co-ordination activities to ensure that the works meet the standards stated in the Works Information.
- 6.5.7 The Procedures means the Contractor's systems for management of:
- a) Documentation Control
  - b) Design Control
  - c) Procurement

6.5.8 The Inspection and testing mean:

- a) Quality Control Plans
- b) Inspection Points
- c) Schedule of Inspections
- d) Field Inspection Checklists
- e) Inspection notification
- f) Inspection and testing
- g) Inspection release
- h) Special processes
- i) Welding Procedures
- j) Material traceability and certification

## **6.6 Programming constraints**

- 6.6.1. 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 paragraph 6.4 of the Works Information, together with the associated environmental method statements.
- 6.6.2. The Contractor shows on each programme he submits to the Project Manager, the requirements of paragraph 6.3 of the Works Information relating to health and safety issues need to be highlighted on the programme; paragraph 2 design issues and paragraph 7 procurement issues, but the Project Manager might require various mandatory statements (e.g.) in relation to Equipment design and/or assembly / dismantling.
- 6.6.3. The Contractor complies with the Employer's programme requirements and NEC requirements when he submits his first programme.
- 6.6.4. 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.
- 6.6.5. The Contractor uses Microsoft Project for his programme submissions or a similar programme software package equivalent subject to the prior written notification and acceptance by the Project Manager.
- 6.6.6. 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.



6.6.7. The Contractor's programme shows duration of operations in working days. A normal working week for employees is 40 hours.

6.6.8. The Contractor's programme shows the following levels:

- a) 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.
- b) Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below
- c) 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
- d) 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
- e) A narrative status report, which includes status and performance of operations on the Site and Working Areas; status and performance of operations outside the Working Areas; manpower histograms; S-curve of overall progress; critical action items (top 10) and deviations from the Accepted Programme and action plan to rectify.

6.6.9. 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.

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

6.6.11. The Contractor's weekly programme narrative report includes:

- a) 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.
- b) 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.

- c) Manpower Histogram – reflecting actual, forecasted and planned activities
- d) 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.

6.6.12. The Employer (including the agents of the Employer) operates on site during when the Contractor has completed certain elements of the Works.

6.6.13. Others operate on Site during the execution of the project.

## **6.7 Contractor's management, supervision and key people**

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

6.7.2 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 Project Manager and ensures that the CEMP is implemented by the Contractor in a timely and proper manner. The SCHEO provides the Project Manager with all environmental method statements.

6.7.3 The CSHEO tasks are:

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

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

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

6.7.6 The CIRP tasks are:

- a) Dedicated to human resources, industrial relations and any other Contractor employee related function.
- b) Resolve all human resources and industrial relations matters arising from the Contractor's employees.

- c) Represent the Contractor at all industrial relations meetings; and
- d) Represent the Contractor on the IRCC

6.7.1 The Contractor provides an Organogram of all his key people (both as required by the Employer and as independently stated by the Contractor under Contract Data Part Two) and how such key people communicate with the Project Manager and the Supervisor and their delegates all as stated at C3.1 Employer's Works Information.

## **6.8 Training workshops and technology transfer**

6.8.1 The Contractor facilitates the following requirements for training workshops:

- a) A safety pre-mobilisation workshop
- b) A Contractor employee safety training programmes
- c) The Contractor shall utilise local people for staffing up some of his requirements and shall ensure that there is adequate skills transfer taking place.
- d) Any other training as required by law or specifications referred to in this document

## **6.9 Insurance provided by the Employer**

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

## **6.10 Contract change management**

6.10.1 No additional requirements apply to ECC Clause 60 series.

## **6.11 Provision of bonds and guarantees**

6.11.1 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.

6.11.2 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.

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

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

- a) Records of design employee's location of work (if appropriate);
- b) Records of Equipment used and people employed outside the Working Areas (if applicable)

### **6.13 The Contractor's Invoices**

6.13.1 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.

6.13.2 The invoice must correspond to the Project Manager's assessment of the amount due to the Contractor as stated in the payment certificate.

6.13.3 The invoice states the following:

Invoice addressed to Transnet SOC Ltd.

Transnet SOC Limited's VAT No: 4720103177.

Invoice number.

The Contractor's VAT Number; and

The Contract number.

The invoice contains the supporting detail.

6.13.4 The invoice is presented by hand delivery.

Invoices submitted presented to:

Transnet National Ports Authority

223 Maydon Road

MaydonWharf

Durban

For the attention of the Project Manager.

### **6.14 People**

6.14.1 Minimum requirements of people employed on the Site

South African Work Permits

6.14.2 The Contractor complies with the following PIRPMP

#### **6.14.2.1 Contractor Liability**

- The Contractor warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the Contractor's employees, which loss will include any indirect or consequential damages.

- The Contractor warrants that no negotiations or feedback meetings by the Contractor's employees shall take place on Transnet premises, whether owned or rented by Transnet.
- The Contractor shall give notice to Transnet of any industrial action by the Contractor's employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.
- The Contractor is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.
- The Contractor is required to develop a Contingency Strike Handling Plan, which plan the Contractor is obliged to update on a three-monthly basis. The Contractor must provide Transnet with this plan and all updates to the Plan. The Contractor is responsible to communicate with its employees on site details of the plan.

#### **6.14.2.2 Industrial Action By Contractor Employees**

- In the event of any industrial action by the Contractor's employees, the Contractor is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.
- The Contractor warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the Contractor's employees.
- In the event of any industrial action by the Contractor's employees, the Contractor is obliged:
  - a To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the Contractor is required to deliver the report at 8h30 each day.
  - b The Industrial Action Report must provide at least the following information:
    - Industrial incident report,
    - Attendance register,
    - Productivity / progress to schedule reports,

- Operational contingency plan,
  - Site security report,
  - Industrial action intelligence gathered.
- c The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.
- d The management of the Contractor is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.
- The resolution of any disputes or industrial action by the Contractor's employees is the sole responsibility of the Contractor.
  - Access to Transnet premises by the Contractor and its employees is only provided for purposes of the Contractor delivering its services to Transnet. Should the Contractor and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will deemed to be trespassing.

## **6.15 Plant and Materials**

### 6.15.1 Quality

6.15.2 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.

6.15.3 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.

6.15.4 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.

6.15.5 Plant & Materials provided "free issue" by the Employer

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

6.15.6 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.

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

6.15.8 Contractor's procurement of Plant and Materials

6.15.9 Spares and consumables


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

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

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

6.16.2 The Equipment category is subject for acceptance tests and inspections by the Project Manager prior to using the Equipment on the Site and/or Working areas

DRAWING NO.	TITLE

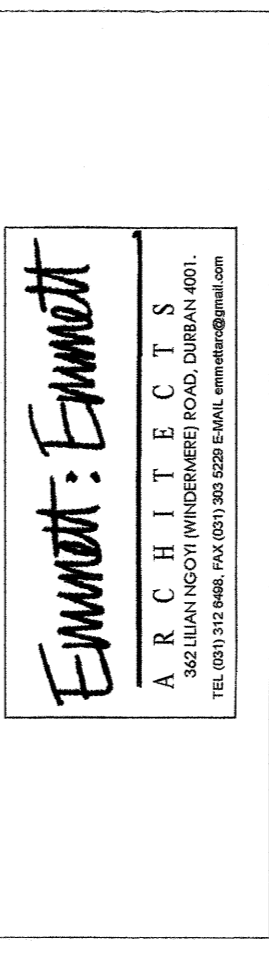
  
**NORTH POINT**  
 NOTES

REVISIONS	
NO.	AMENDMENT

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**TRANSNET NATIONAL PORTS AUTHORITY**  
**AS BUILT**

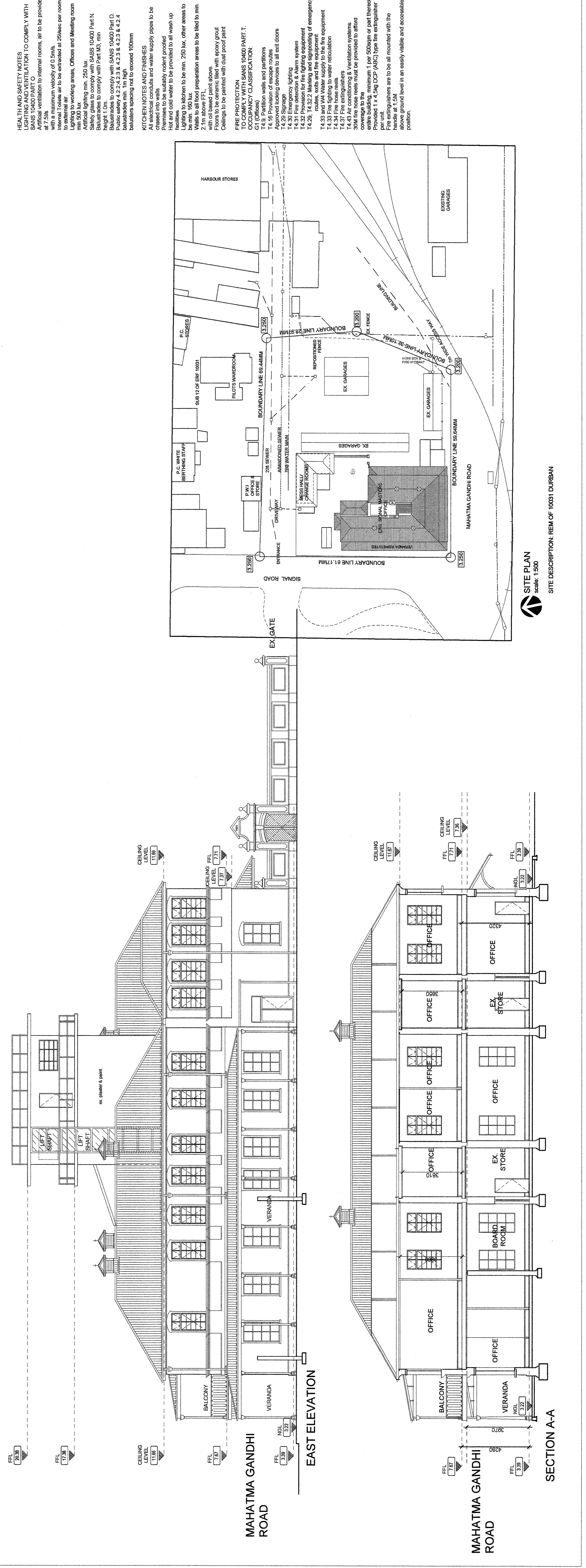
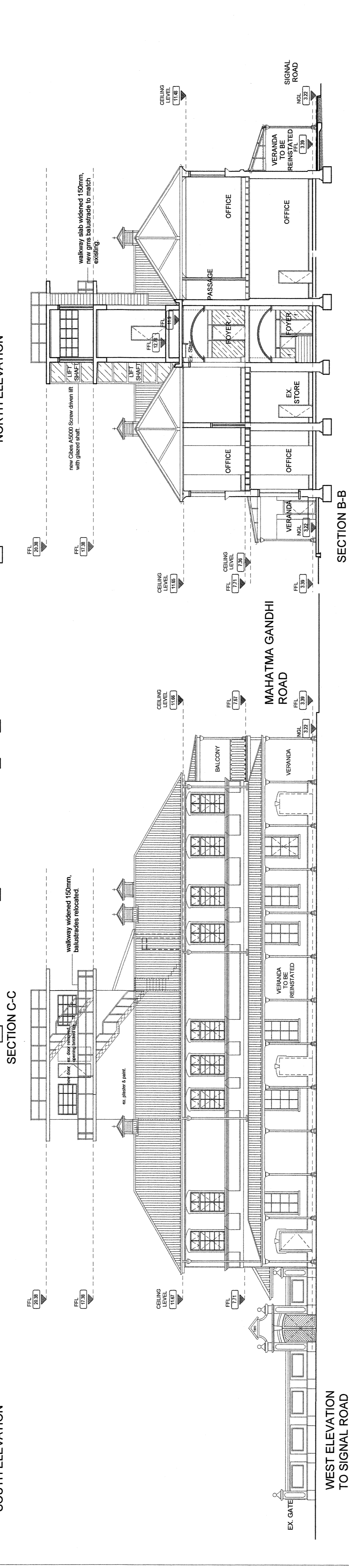
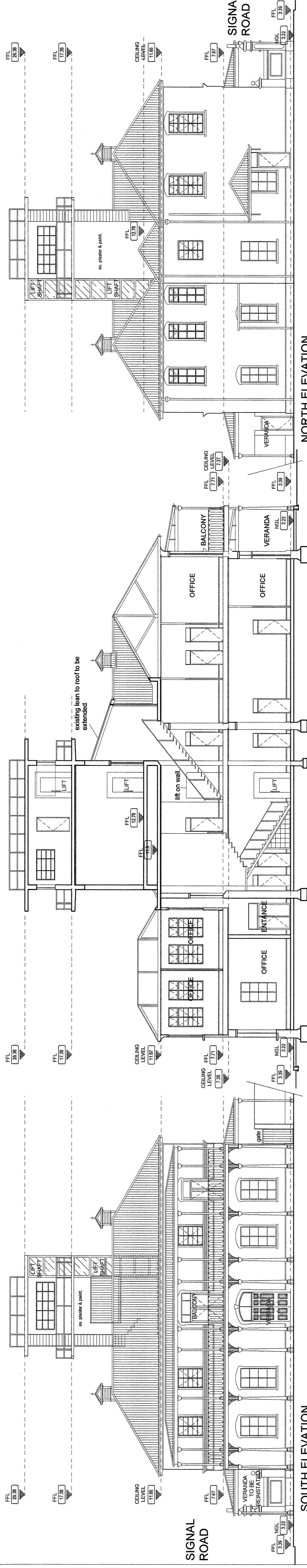
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 Thakwini Geotechnics cc T/A

**TGC ENGINEERS**  
 Geotechnical & Civil Engineers  
 Waste Disposal Consultants Project Managers  
 P.O. Box 486  
 PANULON  
 Westville  
 Telephone: 265-2727  
 E-mail: tgc@tgcengineers.co.za



PROJECT  
**VERANDA RESTORATION AND LIFT ADDITION AND ALTERATIONS**

TITLE	DESIGNED : M.S.M.
<b>10 MAHATMA GANDHI ROAD SIGNAL MASTERS OFFICE REM OF ERF 10031 DURBAN</b>	DRAWN : Z.D.
	CHECKED : M.S.M.
	SCALE : AS SHOWN
	DATE : 03/03/2004
REFERENCE NO. 01901	FIGURE NO. 11
CAD FILE: S/.....	REVISION



**HEALTH AND SAFETY NOTES**  
 Artificial ventilation to internal rooms, all to be provided in accordance with SANS 10400 PART O  
 Maximum wind speed to be extracted at 250msec per room with a maximum velocity of 0.5m/s.  
 Lighting to working areas, Offices and Meeting room  
 Artificial lighting min. 250 lux  
 Safety glass to comply with SANS 10400 Part N  
 height 1.0m to comply with SANS 10400 Part D  
 Public areas 4.2.2.3.1 & 4.2.3.1 & 4.2.3.1 & 4.2.3.1 & 4.2.3.1  
 balustrades min. 1m high  
 balustrades spacing not to exceed 100mm

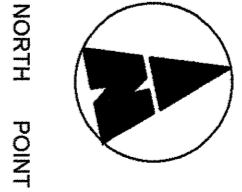
**KITCHEN NOTES AND FINISHES**  
 1. All kitchen units, cupboards and supply pipes to be chased into walls  
 2. Hot and cold water to be provided to all wash up basins  
 3. Hot and cold water to be min. 250 bar, other areas to be min. 165 bar  
 4. All water supply pipes to be chased into walls  
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**FIRE PREVENTION**  
 TO COMPLY WITH SANS 10400 PART I.  
 OCCUPANCY CLASSIFICATION:  
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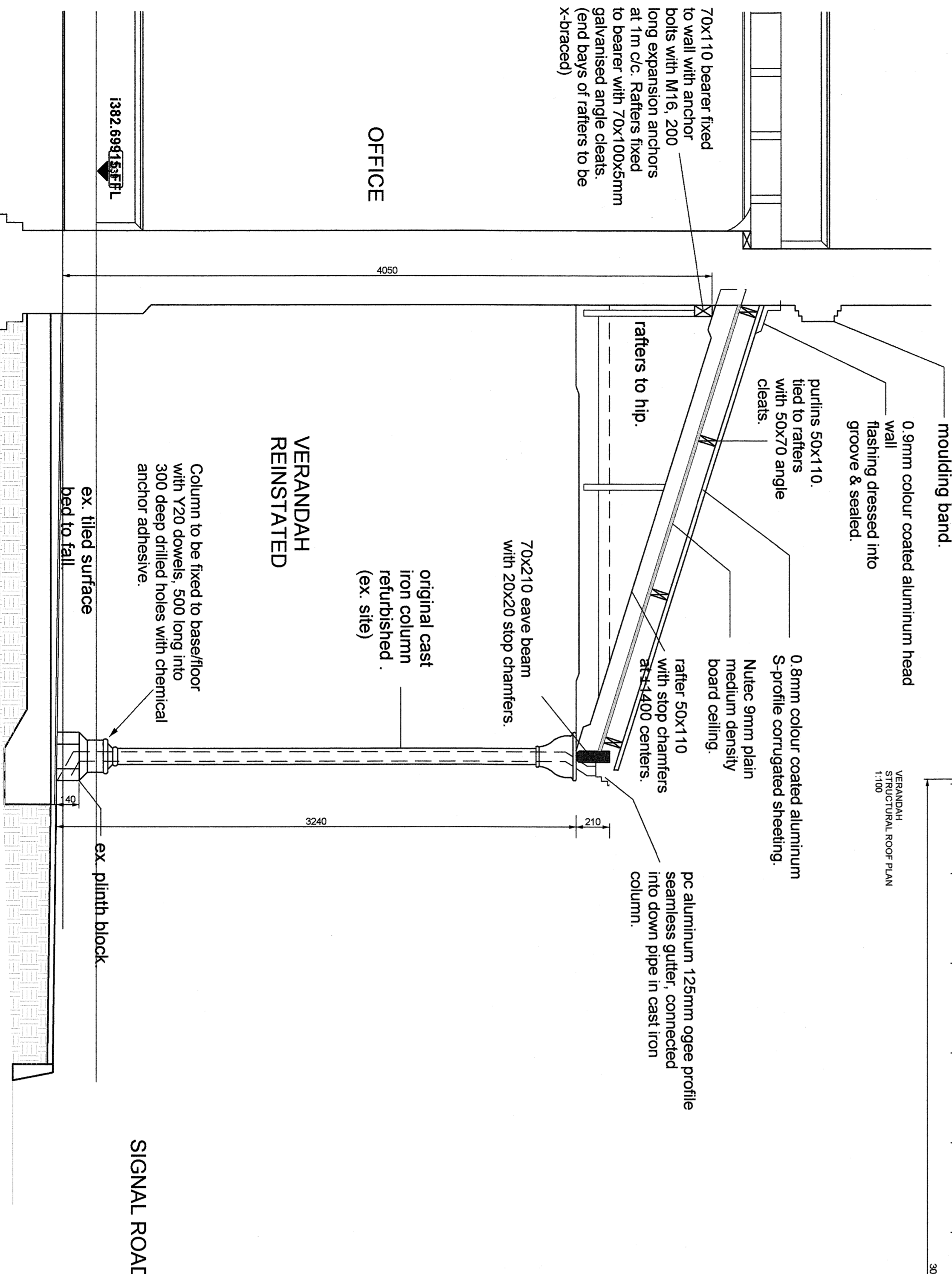
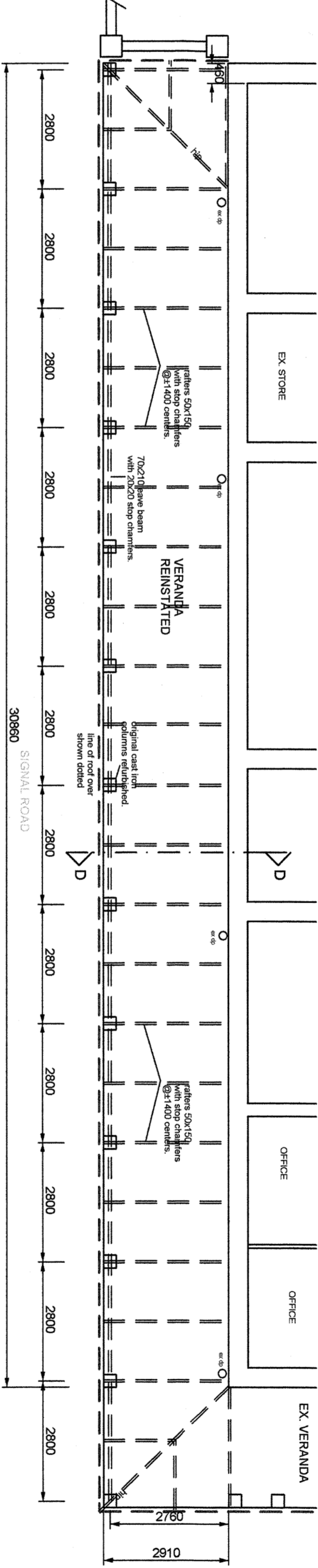
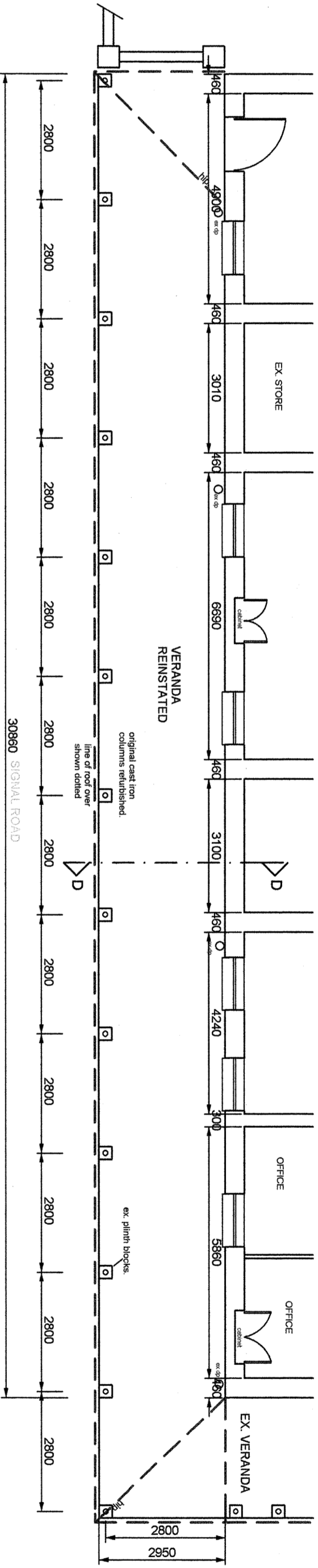
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TITLE



NORTH POINT

NOTES



DETAIL SECTION D-D  
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NO.	AMENDMENT	APPROVED	DATE

REVISIONS

CLIENT  
**TRANSNET NATIONAL PORTS  
AUTHORITY**

Thakwani Geospatial cc T/A  
**TGC ENGINEERS**  
Geotechnical & Civil Engineers  
Waste Disposal Consultancy Project Managers

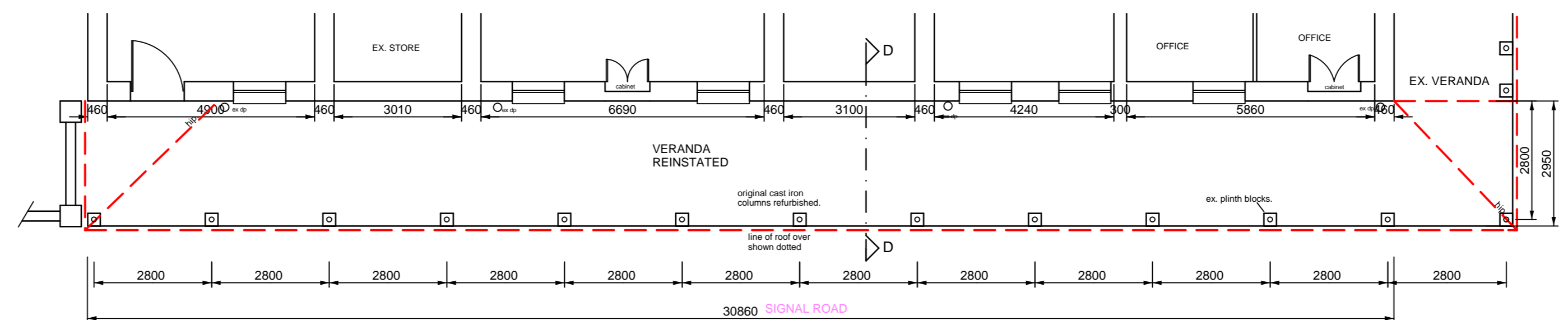
Suite 6  
The Crescent  
Wynberg Office Park  
Wynberg  
7981  
Telephone 265-1777

P.O. Box 446  
PAINION  
7971  
Tel: 265-2727  
E-mail: tgc@tgcengineers.co.za

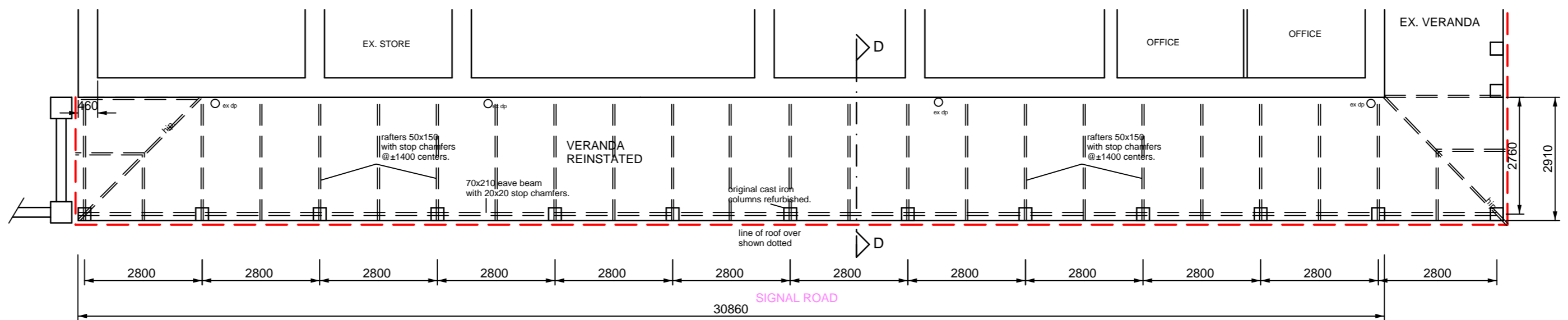
PROJECT  
**SIGNAL MASTERS  
OFFICE**

TITLE  
**VERANDAH PLAN AND SECTIONS**

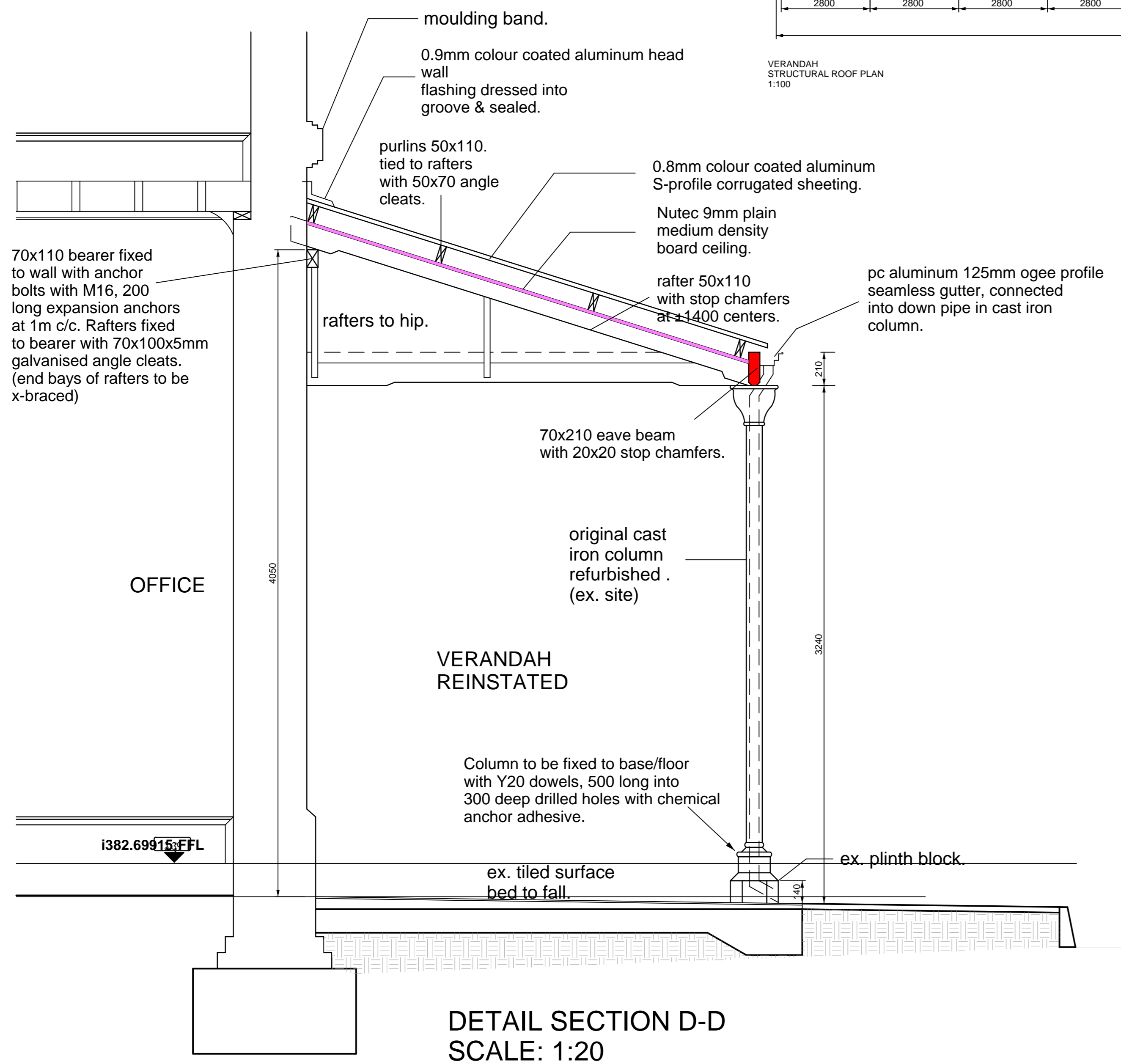
CONSULTING ENGINEER	DESIGNED: S.S.
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PR. NO.: 9870131	CHECKED: M.S.M.
DATE: 30/04/2019	SCALE: 1:100
REFERENCE NO.	DATE: 25 FEBRUARY 2019
<b>51457</b>	FIGURE NO. <b>05</b>
CAD FILE: S/.....	REVISION



WEST VERANDAH  
GROUND STOREY PLAN  
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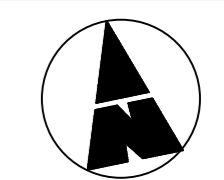
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STRUCTURAL ROOF PLAN  
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DETAIL SECTION D-D  
SCALE: 1:20

DRAWING REFERENCE

TITLE



NORTH POINT

NOTES

NO.	AMENDMENT	APPROVED	DATE

REVISIONS

CLIENT

**TRANSNET NATIONAL PORTS  
AUTHORITY**

Thekwini Geocivils cc T/A **TGC ENGINEERS**  
Geotechnical & Civil Engineers  
Waste Disposal Consultants • Project Managers

Suite 6  
4 The Crescent  
Westway Office Park  
Westville  
3611  
Telephone 265-1777

P.O. Box 446  
PAVILION  
3611  
Telefax 265-2727  
E-mail: tgc@tgcengineers.co.za

PROJECT

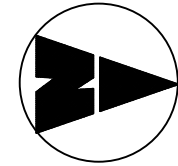
**SIGNAL MASTERS  
OFFICE**

TITLE

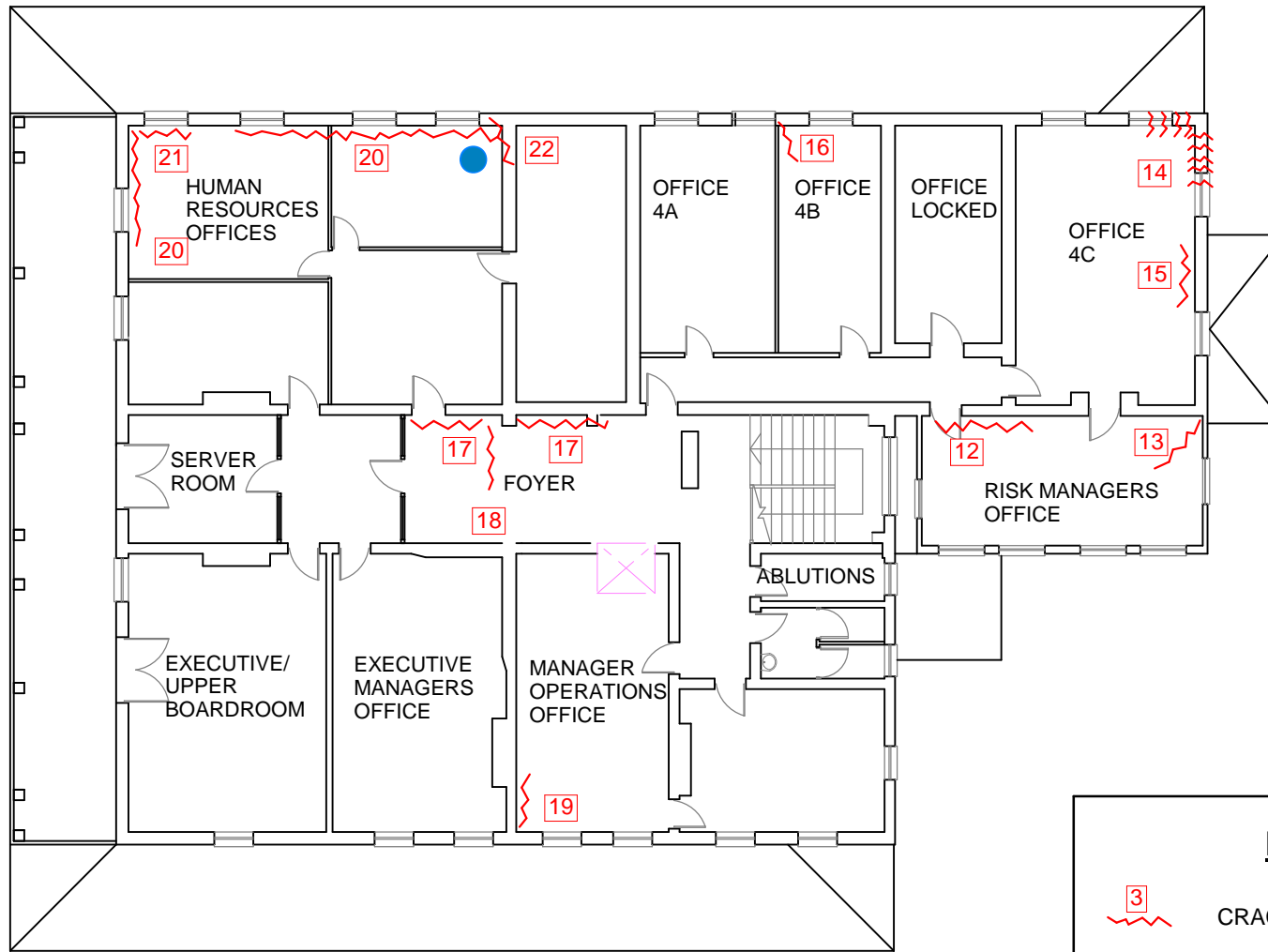
**VERANDAH PLAN AND SECTIONS**

CONSULTING ENGINEER	DESIGNED : S.S.	
SIGNATURE:.....	DRAWN : S.S.	
PR. NO.:.....	CHECKED : M.S.M.	
DATE:.....	SCALE : 1:100	
REFERENCE NO.	DATE : 25 FEBRUARY 2019	
<b>51457</b>	FIGURE NO.	REVISION
	<b>05</b>	
CAD FILE:	S/.....	


SIGNAL ROAD




MAHATMA GANDHI ROAD



**KEY**

 CRACK

 HOLE IN CEILING BOARD

**FIRST FLOOR PLAN**

1 : 200

Thekwini Geocivils cc T/A



Suite 6  
4 The Crescent  
Westway Office Park  
Westville  
3611  
Telephone 265-1777

**TGC ENGINEERS**

Geotechnical & Civil Engineers  
Waste Disposal Consultants & Project Managers

P.O. Box 446  
PAVILION  
3611  
Telefax 265-2727  
E-mail: tgc@tgcengineers.co.za

DESIGNED : M.S.M.

DRAWN : K.M.

DATE : APR 19

SCALE : 1:200

CHECKED : M.S.M.

**TRANSNET NATIONAL PORTS AUTHORITY  
FIRST FLOOR CRACK ASSESSMENT  
(AS RECORDED ON 27 NOVEMBER 2018)**

REF. NO.

**51457**

FIG. NO.

SHEET 2 OF 2 **2**

## **PART 4: SITE INFORMATION**

Core clause 11.2(16) states

“Site Information is information which

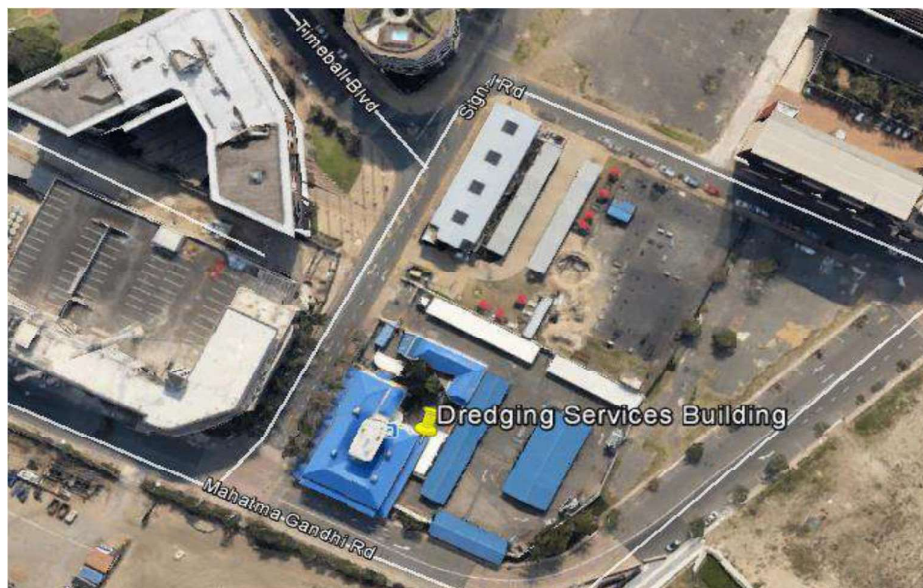
- describes the Site and its surroundings and
- is in the documents which the Contract Data states it is in.”

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 building at 10 Mahatma Gandhi Road, is a protected building by the KwaZulu-Natal AMAFA and Research Institute. It was originally designed to consolidate the offices of the Harbor Board. The building was designed as the Port Captain’s offices for the Natal Harbor Department, and it was later used as a signal station for the docks. This necessitated the addition of the observation tower in the 1930’s. The building is currently used by the employees of Dredging Services, Transnet National Ports Authority.



**Figure 1-1: Location of the Dredging Services Building, 10 Mahatma Gandhi Road**

## **1.2. Existing buildings, structures, and plant & machinery on the Site**

The building has hipped roofs with the observation tower rising above this. There is a double storey veranda to Mahatma Gandhi Road on the south side and single storey verandas to the west and east. The building is currently occupied by TNPA Dredging Services employees as office building, and it will remain operational for the duration of the contract. The external surroundings consist of parking areas and other external buildings which are also operational. The Contractor shall allow for working under these conditions and exercise due care to avoid property damage. Access to site will be via Signal Road.

## **1.3. Hidden services**

All services are exposed and running on surface, critical IT network cabling and other power cabling are running on the floor slab, the Contractor will be required to protect the services including network cabling.

## **1.4. Other reports and publicly available information**

### **Operations of the Site**

The Contractor is to take cognisance of the TNPA employees occupying the workspace at the Dredging Services Building. The Contractor shall be deemed to have allowed in their tender for any additional cost to be involved due to the foregoing. The Contractor shall allow for working under these conditions.

Prospective Contractor shall attend the site inspection and acquaint themselves with the nature of the Works, the condition under which the work is to be performed, and the means of access to site, any limitations, or other authorities and in general will all matters that may influence or affect the Contractor