

Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**FOR REFURBISHMENT OF QUEENS WAREHOUSE BUILDING, PORT OF DURBAN FOR
A PERIOD OF ELEVEN (11) MONTHS**

RFP NUMBER : TNPA/2025/10/0008/107713/RFP
ISSUE DATE : 24 August 2026
COMPULSORY BRIEFING : 8 September 2026
CLOSING DATE : 29 September 2026
CLOSING TIME : 16h00
TENDER VALIDITY PERIOD : 12 weeks from closing date

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Number	Heading
---------------	----------------

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The Tender

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

- a) Responses to this Tender [hereinafter referred to as a **Tender**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as a Tenderer]. Only those tenderers who are registered with the Construction Industry Development Regulations, with a designation of **7CE or higher or 7GB or higher** class of construction work, are eligible to have their tenders evaluated.

- "The CIDB Standard for Developing Skills through Infrastructure Contracts, published in Government Gazette 43495 dated 3 July 2020 is applicable to this project".

And,

- "The CIDB Standard for Indirect Targeting for Enterprise Development through Construction works Contracts, published in Gazette Notice No.36190 of 25 February 2013 is applicable to this project".

AND

Note: Each of the Standards above, where applicable to this tender, have a related fee which is contained in the Bill of Quantities / Activity Schedule. Additionally, a CIDB BUILD fee at the rate of 0,2% of the tendered value, up to a maximum of R2,000,000.00 is included in the Bill of Quantities/ Activity Schedule.

DESCRIPTION	Refurbishment of Queens Warehouse building, Port of Durban for a period of eleven (11) months
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at Queens Warehouse, 237 Mahatma Gandhi Road, Durban on the 8 September 2026, at 10h00 [10 O'clock] for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late. A Site visit/walk (non-compulsory) will take place, tenderers are to note: • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory tender clarification. 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. Tenderers failing to attend the compulsory tender clarification will be disqualified.
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B.U.I.L.D PROGRAMME CONDITIONS	This tender will apply to the following BUILD Programme conditions:	
		Tick
	Payable Fee	
	Standard for Skill Development - Contract Skill Development Goals (CSDG)	
	Standard for Enterprise Development [Indirect Targeting-Contract Participation Goals (CPG)]	
	The successful Tenderer will be required to adhere to the requirements of the selected BUILD Programme as a condition of contract.	
CLOSING DATE	16h00 on 29 September 2026 - Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.	

2. TENDER SUBMISSION

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

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

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

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



- b) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
- c) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.
- d) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.
- e) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- f) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. **CONFIDENTIALITY**

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

4. **DISCLAIMERS**

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;



- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on **T2.2-23 Breach of Law**, whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer pertaining to matters that might present an unacceptable commercial risk to the *employer*, including but not limited to the following:
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*
- 4.13. Transnet reserves the right to not award to such a low offer that would pose an unacceptable commercial risk.
- 4.14. Transnet reserves the right to make use of a stand-by *contractor* for circumstances where the 1st ranked bidder (main *contractor*) after having accepted the award of business or has signed the contract, indicates that they will not be able to deliver the goods or services or at any time during the execution of the contract, the main contractor is unable to complete the work (delivery of goods and services). The Stand-by *contractor* would be awarded a contract at the same time as the main *contractor*, however, the



terms will stipulate that the contract will only come into effect if the main contractor has deemed that they can no longer continue the works or if the *Employer* has deemed the contractor is unable to complete the works due to unavailability of financing to complete the works, poor performance, heavy time delays caused by the *contractor* and other reasons for termination detailed in the contract in reference to termination. The main *contractor* will be given sufficient opportunity to remedy the situation before termination is decided. All normal procedures for termination of the main *contractor's* duties shall follow the relevant terms and conditions of the signed contract, before the stand-by *contractor* takes over the works. if the stand-by *contractor* takes over the works they will only be paid for the remainder of works to be done, and measured as per the relevant clauses for measurement and payment provided in the signed contract. The stand-by *contractor* will only receive a Purchase Order after termination of the main *contractor* obligations; hence the stand-by *contractor* shall not incur any expenditure towards this contract in preparation for an event where s/he is called in by the *Employer*. The *Employer* will not be liable/accountable for any expenditure incurred by the stand-by *contractor* prior to there being a clear communication from the *Employer* calling on the stand-by *contractor* to deliver part of or full purchase order.

5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

Supplier Number

M	A	A	A								
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and

Unique registration reference number

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



"HOW TO" GUIDE FOR BIDDERS

REGISTER ON ETENDER PORTAL

ACCESS TENDERS

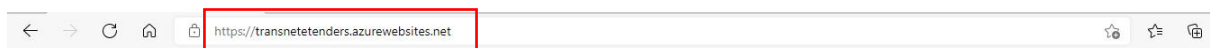
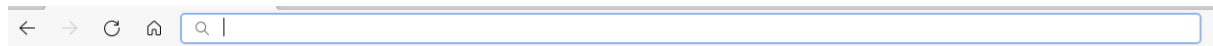
NB: Do not wait for the last minute to register or to bid for a tender. Ensure you complete your process at least 1 day (24hours) before the closing date

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

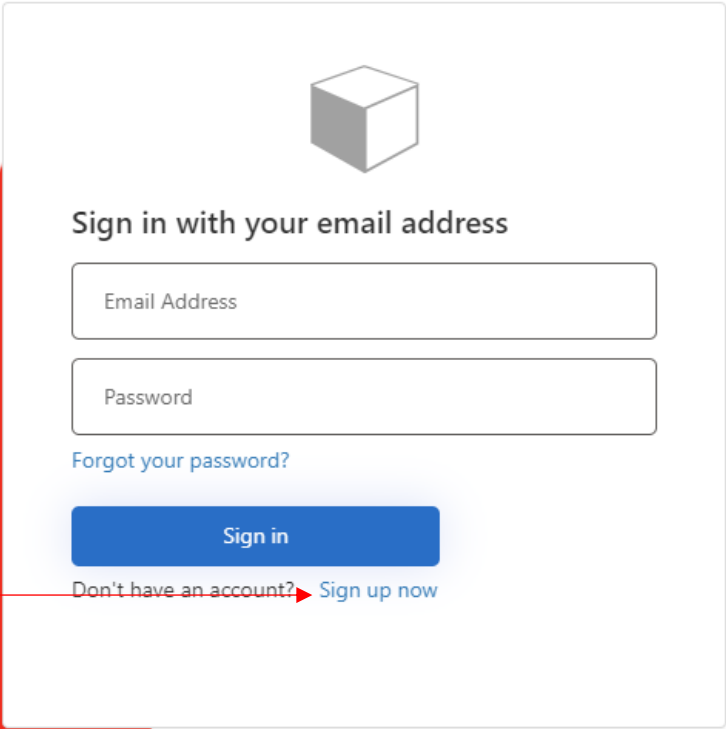
Go to Google Chrome



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



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

A sign-in form with a white background and a subtle shadow. At the top center is a 3D cube icon. Below it is the heading "Sign in with your email address". There are two input fields: "Email Address" and "Password". Below the password field is a link "Forgot your password?". At the bottom is a blue "Sign in" button. Below the button is the text "Don't have an account?" followed by a red arrow pointing to the text "Sign up now".

Sign in with your email address

Email Address

Password

[Forgot your password?](#)

[Sign in](#)

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

If not already registered, click on Sign up now.

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

[< Cancel](#)



[Send verification code](#)

Country/Region



[Create](#)

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

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

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



Send verification code

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

< Cancel



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

abc@gmail.com

Verification Code

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

Then click on Verify code

Verify code Send new code

.....

Forgot your password?

Sign in

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

Then click on Sign in

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

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

To view / search for tenders, click on ADVERTISED TENDERS

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status
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Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ - Message (HTML)

File Message Help Tell me what you want to do

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

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

SRV-TCC-Etender
To noreply@transnet.net

This message was sent with Low importance.

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

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

Access to this tender will be granted by using this email when you sign up/sign in. To access the tender information

Kind Regards,
Transnet eTenders

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

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

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

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

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

When signed in, select "ADVERTISED TENDERS".

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

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

ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search:

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



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ADVERTISED TENDERS
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ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search: TE/2022/04/0697/RFQ

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

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

ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search: TE22-SRX-1FG-02068

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

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

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

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TENDER DETAILS

Tender Details

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

Briefing Session

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

Attachments

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

Log An Intent To Bid

☐

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

Tender Details

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

Briefing Session

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

Attachments

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

Log An Intent To Bid

☒

Submit Intent **Cancel**



Tender Details

Tender Reference Number

Name Of Tender

Description

Tender Type RFQ

Contact Person Charl du Preez Transnet Engineering SLR

Contact Person Email Address Charl.duPreez@transnet.net

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

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

Briefing Date And Time

Briefing Details

Location Of Service

Name Of Institution

Tender Category

Tender Status

Intent to Bid

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

[Close](#)

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

Briefing Session

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

Attachments

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

Log An Intent To Bid

☒

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

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MY SUBMISSION INTENTS

Show entries

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

Showing 1 to 1 of 1 entries

Previous 1 Next

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



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

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

SUBMISSION INTENT DETAILS

Tender Summary **Ask For Clarity** [Submit Tender Documents](#)

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

STOP, TOP BUNK, OD 19.5 X HT 6.5 MM

Briefing Session

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

Attachments

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

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

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

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

SUBMISSION INTENT DETAILS

Tender Summary **Ask For Clarity** [Submit Tender Documents](#)

Please email drawing

No Response From Transnet

Submit queries below

[Submit All Questions](#) [Cancel](#)

Briefing Session

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

Attachments

- 2.14 Standard Terms and Conditions of Contract fi

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



← → ↻ 🏠 🔍 https://transnetenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

TRANSNET
delivering freight reliably

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

SUBMISSION INTENT DETAILS

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

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

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Briefing Session

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4/13/2022 10:00:00 AM

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

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

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

BID DOCUMENT SUBMISSION

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

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

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

⚠ Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Uploaded Documents
No files uploaded.

Drag & drop mandatory documents here

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

Upload Mandatory Documents

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

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Open the file Browser Select File:

Choose Files No file chosen

Upload Mandatory Documents

BID DOCUMENT SUBMISSION

TE22-SRX-IFG-02068

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

TE/2022/04/0697/RFQ

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Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Drag & drop mandatory documents here

Open the file Browser Select File:

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Upload Mandatory Documents

Uploaded Documents

No files uploaded.

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

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

TE/2022/04/0697/RFQ

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Duplicate documents are not permitted

Mandatory

Essential

Non Essential

Other

Drag & drop mandatory documents here

Open the file Browser Select File:

Choose Files

No file chosen

Upload Mandatory Documents

Uploaded Documents

Completed quote XYZ.pdf - Document Type: Mandatory Documents

Delete

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

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The screen will progress to “MY BID DOCUMENT SUBMISSION”, where the “View Details” can be selected to confirm that all required information is submitted correctly.

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T1.2 Tender Data



T1.2 TENDER DATA

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

The *contractor* shall provide a minimum Contract Participation Goal (CPG) of 30% of the total project value and develop targeted enterprises in the two agreed developmental areas.

The contractor shall appoint an Enterprise Development Co-ordinator who shall:

- a) The *contractor* shall achieve in the performance of the contract the Contract Skills Development Goals (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts (published in GN 43495 of 3 July 2020).
- b) The *contractor* shall achieve in the performance of the contract the Contract Participation Goals (CPG) related to the engagement of targeted enterprises as established in the CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts (published in GN 36190 of 25 February 2013).

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

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

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



Clause	Data
C.1.1	The <i>Employer</i> is Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2	The tender documents issued by the <i>Employer</i> comprise: Part T: The Tender Part T1: Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2: Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules Part C: The contract Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities Part C2: Pricing data C2.1 Pricing instructions C2.2 Bill of Quantities Part C3: The Scope C3.1 Works Information Part C4: Site information C4.1 Site information
C.1.4	The Employer's agent is: Name: Address: Tel No. E – mail
	Procurement Officer Shani Evans 237 Mahatma Gandhi Road Durban 4000 N/A tenderenquiriespdu@transnet.net



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

Stage One: Eligibility: Administrative & Substantive Responsiveness

Step 1 – 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. Attendance at the compulsory clarification meeting.

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

Step 2 – CIDB Grading

- 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 **7CE or higher or 7GB or higher** class of construction work, are eligible to have their tenders evaluated.

b)

- c) 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 **7CE or higher or 7GB or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.

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



- *"The CIDB Standard for Developing Skills through Infrastructure Contracts, published in Government Gazette 43495 dated 3 July 2020 is applicable to this project".*

And,

- *"The CIDB Standard for Indirect Targeting for Enterprise Development through Construction works Contracts, published in Gazette Notice No.36190 of 25 February 2013 is applicable to this project".*

AND

Note: Each of the Standards above, where applicable to this tender, have a related fee which is contained in the Bill of Quantities / Activity Schedule. Additionally, a CIDB BUILD fee at the rate of 0,2% of the tendered value, up to a maximum of R2,000,000.00 is included in the Bill of Quantities/ Activity Schedule.

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

Step 3 – Substantive Test

- Whether the Bid has been lodged on time
- Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time
- Whether the Bid materially complies with the scope and/or specification given
- Whether the Bid contains a priced Bills of Quantities
- Whether the Bid contains a fully and properly completed and signed Form of Offer

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

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

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

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

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

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

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:	The tender documents must be uploaded with: ▪ Name of Tenderer: ▪ Contact person and details: ▪ The Tender Number: TNPA/2025/10/0008/107713/RFP ▪ The Tender Description: Refurbishment of Queens Warehouse building, Port of Durban
-------------------------	--

Documents must be marked for the attention of:

Employer's Agent: Shani Evans

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



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

Time: **16h00** on the **29 September 2026**

Location: The Transnet e-Tender Submission Portal:

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

NO LATE TENDERS WILL BE ACCEPTED

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

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

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

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

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

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

4. Proof of registration on the Central Supplier Database;

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

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

C3.11.1 The minimum number of evaluation points for functionality is: 60

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

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

Functionality Criteria

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

	Sub-criteria	Sub-criteria points	Max. No. of points
T2.2.03 Previous Experience	Building Works - Building refurbishment projects	5	25
	Building Works - Traceable reference letters	5	
	Building Works - Certificates of completion	5	
	HVAC - HVAC projects	3	
	HVAC - Traceable reference letters	2	
	HVAC - Certificates of completion	1	
	Electrical - Electrical projects	3	
	Electrical projects - Traceable reference letters with performance evaluations.	2	
	Electrical projects - Certificates of completion	1	

T2.2.04 Method statement	Method Statement	10	10
T2.2.05 Quality Management	Project Quality Plan (as per QAL-STD-0001)	5	10
	Quality Control Plans (as per QAL-STD-0001)	4	
	Quality Control Plan (QCP) specific to the Project but not limited to: 1. Building works		
	Quality Policy	1	
T2.2.06 Environmental Management	Environmental Management Plan	8	10
	Environmental Policy	2	
T2.2.07 Health and Safety Requirements	Policy (State points allocated)	1	15
	Roles & Responsibilities	2	
	Overview of the Baseline risk assessment	4	
	Safety Questionnaire	6	
	Cost Breakdown Sheet	2	
T2.2.08 Programme	The Tenderer must submit a programme in Microsoft Projects (MsP) or Primavera, the Tenderer's Programme submission must meet these requirements: 1. Schedules for submission must be Resource loaded.	5	10

	2. Logically linked using the critical path method (CPM). 3. The Tender has also submitted the Basis of Schedule (BoS). 4. The Tender Programme has captured the complete scope at minimum level 4(Construction schedule) for each discipline. 5. The Tender Programme shall be aligned to the Pricing Data as contained under Part C2 and detailed at an appropriate level of decomposition and Approach Paper.		
	The Tenderer clearly indicates in the schedule all milestones, activities & information related to the following: 1. Float and Time Risk Allowances 2. SHEQ requirements specified in the contract. 3. Work by the Employer and Others and Acceptances of contractor's design's as per signed Contract e.g: shop drawings 4. Starting date, access dates, Key Dates and Completion Date and Planned Completion for each Key Date for each option and the complete works. 5. Sectional completion dates as per C3 document.	5	
T2.2-09: Key Personnel Qualifications, Experience and Registrations	Project Manager - Qualification	3	20
	Project Manager - Experience	2	
	Construction Manager - Qualification	2	
	Construction Manager - Experience	2	
	HVAC Technician - Qualification	2	



Description of Works: Refurbishment of Queens Warehouse building, Port of Durban for a period of eleven (11) months

	HVAC Technician - Experience	1	
	Electrical Technician - Qualification	2	
	Electrical Technician - Experience	1	
	Health & Safety Officer - Qualification	2	
	Health & Safety Officer - Experience	1	
	Environmental Officer - Qualification	1	
	Environmental Officer - Experience	1	
Maximum possible score for Functionality			100



Functionality shall be scored independently by not less than two (2) evaluators and averaged in accordance with the following schedules:

- T2.2.03: Evaluation Schedule: Previous Experience – 25 points
- T2.2.04: Evaluation Schedule: Method statement – 10 points
- T2.2.05: Evaluation Schedule: Quality Management – 10 points
- T2.2.06: Evaluation Schedule: Environmental Management – 10 points
- T2.2.07: Evaluation Schedule: Health and Safety Requirements – 15 points
- T2.2.08: Evaluation Schedule: Programme – 10 points
- T2.2.09: Key Personnel Qualifications, Experience and Registrations – 20 points

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

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

C.3.11 Stage Three – Preference Point System: Only tenderers that achieve the minimum Qualifying **60** points for functionality will be evaluated further in accordance with the 80/20 or 90/10 preference points system as described in Preferential Procurement Regulations.

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

or

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



Preference points for this bid shall be awarded for:

Threshold	Thresholds Minimum
Technical / functionality	60

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

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

Specific Goals = 20 or 10 point's tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

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

Selected Specific Goal	Number of points 20	Number of points 10
B-BBEE Status Level of Contributor 1 or 2	06	03
Local Content and Local Production	04	02
The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to South African companies which are: I. EMEs and/or QSEs black owned	10	05
Non-compliant and/or B-BBEE Level 3-8 contributors	00	00



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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.
Local Content and Local Production	Returnable Local Content Annexures: • (SDB 6.2, Annexure C, D & E)
The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to South African companies which are: I. EMEs and/or QSEs black owned	• Sub-contracting agreement(s). • Subcontractors B-BBEE Certificate / Sworn – Affidavit / CIPC B-BBEE Certificate as per DTIC guidelines.



The maximum points for this bid are allocated as follows:

<u>DISCRIPTION</u>	<u>POINTS</u>	<u>POINTS</u>
PRICE	80	90
B-BBEE Status Level of Contributor 1 or 2	06	03
Local Content and Local Production (Refer to T2.2-09)	04	02
The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to South African companies which are: I. EMEs and/or QSEs black owned	10	05
Non-Compliant and/or B-BBEE Level 3-8 contributors	00	00
Total points for Price and Specific Goals must not exceed	100	100

Specific Goals = 20 or 10 point's tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the 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.



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(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
- b) There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact;
- c) The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
- d) Unless the appointment of the bidder would result in a negative impact on Transnet's
- e) Return on Investment;
- f) It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;



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



employment of labour, health and safety etc. The employer will verify these constituent elements by consulting the tenderer, taking account of the evidence and presentations provided including supplier quotations etc.. if the tenderer cannot justify the unduly low price, the Employer will award the tender to the next ranked bidder. If the next ranked bidder is unduly low the same process above shall apply.

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

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

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

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

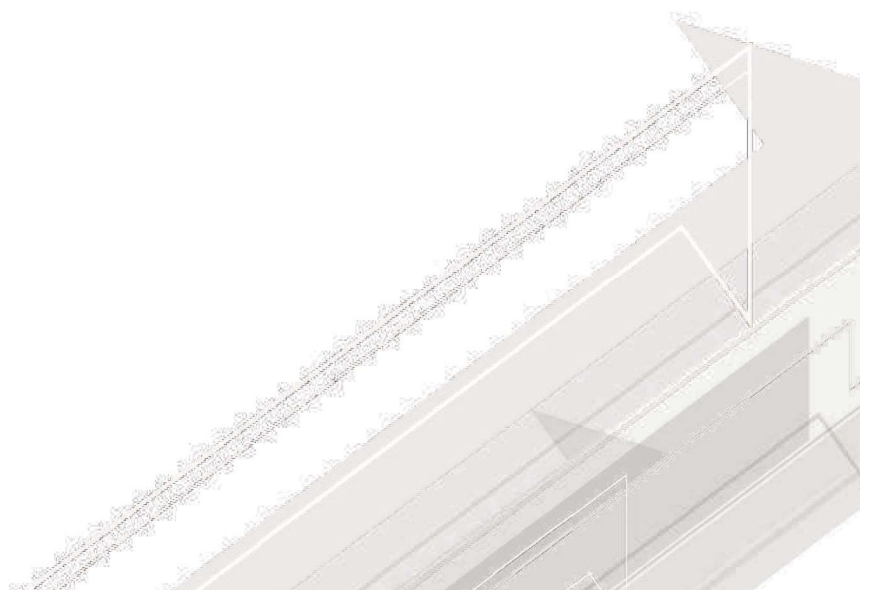
An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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



Part T2: Returnable Documents

T2.1 List of Returnable Document

T2.2 Returnable Schedules

T2.1 List of Returnable Documents

2.1.1. These schedules are required for eligibility purposes:

Stage One: Eligibility: Administrative & Substantive Responsiveness

T2.2-01 Step 1 - Certificate of attendance at Compulsory Tender Clarification Meeting

T2.2-02 Step 2 - CIDB Registration – **7CE or higher or 7GB or higher**

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

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

T2.2-04: **Evaluation Schedule:** Method statement

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

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

T2.2-06a: Environmental Declaration of Understanding

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

T2.2-07a: TNPA Estimate Health and Safety Cost Breakdown

T2.2-07b: Contractor Safety Questionnaire

T2.2-08: **Evaluation Schedule:** Programme

T2.2-09 **Evaluation Schedule:** Management and CV's

2.1.3. Stage Three: Preference Point System

Preference Point System: Valid Evidence of Preference Claim Form requirements stipulated in SBD 6.1

T2.2-10 Schedule of Proposed Sub-contractor

T2.2-11 SBD 6.2: Declaration of Certificate for Local Production and Content for Designated Sectors

- Annexure C, D, & E – Roof and Cladding
- Annexure C, D, & E – Ducting and Structural Pipework
- Annexure C, D, & E – Gutters, downpipes & launders
- Annexure C, D, & E – Polyvinyl Chloride (PVC) Pipes
- Annexure C, D, & E – High Density Polyethylene (HDPE) Pipes
- Annexure C, D, & E – Cement
- Annexure C, D, & E – Fasteners (Bolts, nuts, screws, rivets and nails)
- Annexure C, D, & E – Frames (Doors and Windows)
- Annexure C, D, & E – Fabricated Structural steel
- Annexure C, D, & E – Low Voltage

- Annexure C, D, & E – Optic Fibre Cables
- Annexure C, D, & E – Copper Telecoms Cables
- Annexure C, D, & E – Storage tanks / geysers

2.1.4. Returnable Schedules:

General:

- T2.2-12 Record of addenda to tender documents
- T2.2-13 Letter of Good Standing
- T2.2-14 Risk Elements
- T2.2-15 Proposed Organisation Staffing
- T2.2-16 Site Establishment requirements
- T2.2-17 Capacity and Ability to meet Delivery Schedule
- T2.2-18 Availability of Equipment and Other Resources
- T2.2-19 Authority to submit tender

2.1.5. Agreement and Commitment by Tenderer:

- T2.2-20 RFP Declaration Form
- T2.2-21 Declaration of Understanding
- T2.2-22 Certificate of Acquaintance with Tender Document
- T2.2-23 RFP – Breach of Law
- T2.2-24 Annex G Compulsory Enterprise Questionnaire inclusive of Section 7: attached SBD4 and Section 8: attached SBD 6.1
- T2.2-25 Supplier Code of Conduct
- T2.2-26 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")
- T2.2-27 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)
- T2.2-28 Non-Disclosure Agreement
- T2.2-29 B.U.I.L.D Programme (CIDB Standard for Contract Skills Development Goals / CIDB Standard for Indirect Targeting)
- T2.2-30 Job Creation
- T2.2-31 Service Provider Integrity Pact

2.1.6. Bonds/Guarantees/Financial/Insurance:

T2.2-32 Forecast Rate of Invoicing

T2.2-33 Insurance provided by the Contractor

T2.2-34 Form of Intent to provide a Performance Guarantee

T2.2-35 Three (3) years audited financial statements

2.1.7. Transnet Vendor Registration Form:

T2.2-36 Transnet Vendor Registration Form

Note 1: In the case of the CIDB Standard for Skills Development there are NO returnable documents (except for pricing the relevant section of the Bill of Quantities). Following award of the contract to the successful tenderer, the employer shall provide to the Contractor the following documents which shall be completed by the Contractor and submitted within the stipulated period.

- o A1 – List of Recognized Skills Development Agencies (21 days after acceptance),*
- o A2 – Baseline Training Plan (21 days after acceptance),*
- o A3 – Project Interim Report (21 days after the end of each reporting period),*
- o A4 – Supervisor Agreement (21 days after acceptance), and*
- o A5 – Project Completion Report (21 days after Final Completion)*

In respect of the CIDB Standard for Indirect Targeting & Enterprise Development, there are NO returnable documents (except for pricing the relevant section of the Bill of Quantities). Following award of the contract to the successful tenderer, the employer shall provide to the Contractor the following documents which shall be completed by the Contractor and submitted within the stipulated period:

- o The Needs Analysis (60 days after acceptance),*
- o The Project Interim Report (21 days after the end of each reporting period),*
- o The Project Completion Report (21 days after Final Completion), and*
- o The Declaration (21 days after acceptance).*

**2.2 C1.1 Offer portion of Form of Offer & Acceptance****2.3 C1.2 Contract Data****2.4 C1.3 Forms of Securities****2.5 C2.1 Pricing Instructions****2.6 C2.2 Bill of Quantities**

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

Stage One: Eligibility: Administrative & Substantive Responsiveness

T2.2-01: Step 1: 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:	Queens Warehouse, 237 Mahatma Gandhi Road, Durban	
On (date)	29 September 2026	Starting time: 10:00am

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

29 September 2026

T2.2-02: Step 2: 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 **7CE or higher or 7GB 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 **7CE or higher or 7GB or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.
4. the Contractor shall provide the employer with a copy of its signed joint venture agreement;
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

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

T2.2-03: Evaluation Schedule – Company Previous Experience (25 Points)

Note to Tenderers:

Previous Experience – Building Works (15 points)

Bidder to submit traceable references with experience in building refurbishment or building construction, in relation to the scope of work in the last 5 years, and to this end shall supply a sufficiently detailed reference list with contact details of customers, completion certificates and indicate their previous experience.

If the Contractor fulfills the experience for one discipline, TNPA will accept sub-contractor experience for the evaluation of the other two disciplines e.g. if you are a GB contractor and you provide sub-contractor experience in the format required for electrical and HVAC work, TNPA will accept this and score you accordingly, so long as the submission is in the required format and the sub-contractor agreements have been provided as part of tender submission ,ideally under T2.2-10 Schedule of proposed sub-contractor

Reference letter and completion certificate must have a letterhead of company that work was done, references should include the following:

- (1) The project description,
- (2) Client contact able details (email and telephone),
- (3) Project duration: start and end date, which confirms project done within the past 5 (five) years signed by the client
- (4) The reference letter should state that the work was completed to a good standard,
- (5) Completion certificates must be signed/stamped by the client. Completion certificate of reference letter that does not have all the above requirements will not be considered.

Previous Experience – HVAC (5 points)

The bidder must specify the subcontractor to be utilized for the HVAC works and provide traceable references demonstrating at least 5 years of experience in the installation of VRV systems within the scope of work. The references should include contact details of previous customers, completion certificates, and a comprehensive overview of their prior experience.

Additionally, the selected HVAC Contractor must be approved by the manufacturer of the VRV systems for the installation of their products, and relevant certificates of approval must be submitted.

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

- (1) The project description,
- (2) Client contact able details (email and telephone),
- (3) Project duration: start date and end date, which confirms project done within the past 5 (five) years signed by the client,
- (4) The reference letter should state that the work was completed to a good standard,
- (5) Completion certificates. Completion certificate of reference letter that does not have all the above requirements will not be considered.

Previous Experience – Electrical (5 points)

The bidder must specify the subcontractor to be utilized for the Electrical LV works and provide traceable references demonstrating at least 5 years of experience in the installation. The references should include contact details of previous customers, completion certificates, comprehensive overview of their prior experience and signed performance evaluations from clients that explicitly address quality of workmanship, adherence to budget, timelines, and defects.

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

- (1) The project description,
- (2) Client contact able details (email and telephone),
- (3) Project duration: start date and end date, which confirms project done within the past 5 (five) years signed by the client,
- (4) The reference letter should state that the work was completed to a good standard,
- (5) Completion certificates must be signed /stamped by the client. Completion certificate of reference letter that does not have all the above requirements will not be considered.

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

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

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

Clients	Client contact details	Project Description	Start date	Completion date	Project Value

Index of documentation attached to this schedule:

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Previous Experience – Building Works (15 points)

	Building refurbishment projects The tenderer has completed Construction/Refurbishment projects = 100%	Traceable reference letters The tenderer has submitted traceable reference letters with performance evaluations = 100%	Certificates of completion The tenderer has submitted certificates of completion = 100%
	5	5	5
Score 0	The tenderer has submitted no information, or the tenderer has submitted a list of projects with no traceable references or certificates of completion.		
Score 20	The tenderer has successfully completed one (1) to three (3) projects relative to the scope of works in the last 5 years.	The tenderer has submitted one (1) to three (3) traceable reference letters.	The tenderer has submitted one (1) to three (3) certificates of completion.
Score 40	The tenderer has successfully completed four (4) projects relative to the scope of <i>works</i> in the last 5 years.	The tenderer has submitted four (4) traceable reference letters.	The tenderer has submitted four (4) certificates of completion.
Score 60	The tenderer has successfully completed Five (5) projects relative to the scope of <i>works</i> in the last 5 years.	The tenderer has submitted five (5) traceable reference letters.	The tenderer has submitted Five (5) certificates of completion.
Score 80	The tenderer has successfully completed six (6) projects relative to the scope of <i>works</i> in the last 5 years.	The tenderer has submitted six (6) traceable reference letters with performance evaluations.	The tenderer has submitted six (6) certificates of completion.

Score 100	The tenderer has successfully completed seven (7) or more projects relative to the scope of <i>works</i> in the last 5 years.	The tenderer has submitted seven (7) or more traceable reference letters with performance evaluations.	The tenderer has seven (7) or more certificates of completion.
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Previous Experience – HVAC (5 points)

	HVAC projects The tenderer has completed HVAC (VRV) projects = 100%	Traceable reference letters The tenderer has submitted traceable reference letters = 100%	Certificates of completion The tenderer has submitted certificates of completion = 100%
	2	2	1
Score 0	The tenderer has submitted no information, or the tenderer has submitted a list of projects with no traceable references or certificates of completion.		
Score 20	The tenderer has successfully completed one (1) project relative to the scope of works in the last 5 years.	The tenderer has submitted one (1) traceable reference letters.	The tenderer has submitted one (1) certificates of completion.
Score 40	The tenderer has successfully completed two (2) projects relative to the scope of <i>works</i> in the last 5 years.	The tenderer has submitted two (2) traceable reference letters.	The tenderer has submitted two (2) certificates of completion.
Score 60	The tenderer has successfully completed three (3) projects relative to the scope of <i>works</i> in the last 5 years.	The tenderer has submitted three (3) traceable reference letters.	The tenderer has submitted three (3) certificates of completion.
Score 80	The tenderer has successfully completed four (4) projects relative to the scope of <i>works</i> in the last 5 years.	The tenderer has submitted four (4) traceable reference letters.	The tenderer has submitted four (4) certificates of completion.
Score 100	The tenderer has successfully completed four (4) or more projects relative to the scope of works in the last 5 years.	The tenderer has submitted (4) or more traceable reference letters.	The tenderer has (4) or more certificates of completion.

Previous Experience – Electrical (5 points)

	Electrical projects The tenderer has completed Electrical projects = 100%	Traceable reference letters with performance evaluations. The tenderer has submitted traceable reference letters = 100%	Certificates of completion The tenderer has submitted certificates of completion = 100%
	2	2	1
Score 0	The tenderer has submitted no information, or the tenderer has submitted a list of projects with no traceable references or certificates of completion.		
Score 20	The tenderer has successfully completed one (1) project relative to the scope of works in the last 5 years.	The tenderer has submitted one (1) traceable reference letters with performance evaluations.	The tenderer has submitted one (1) certificates of completion.
Score 40	The tenderer has successfully completed two (2) projects relative to the scope of <i>works</i> in the last 5 years.	The tenderer has submitted two (2) traceable reference letters with performance evaluations.	The tenderer has submitted two (2) certificates of completion.
Score 60	The tenderer has successfully completed three (3) projects relative to the scope of <i>works</i> in the last 5 years.	The tenderer has submitted three (3) traceable reference letters with performance evaluations.	The tenderer has submitted three (3) certificates of completion.
Score 80	The tenderer has successfully completed four (4) projects relative to the scope of <i>works</i> in the last 5 years.	The tenderer has submitted four (4) traceable reference letters with performance evaluations.	The tenderer has submitted four (4) certificates of completion.

Score 100	The tenderer has successfully completed four (4) or more projects relative to the scope of works in the last 5 years.	The tenderer has submitted four (4) or more traceable reference letters with performance evaluations.	The tenderer has four (4) or more certificates of completion.
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T2.2-04: Evaluation Schedule: Method Statement (10 Points)

Note to tenderers:

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

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

1. Overview of the project describing the heritage protected building, work required, sequence, planning, and handover for sectional completion.
2. Site establishment and safety
3. Demolitions per floor and safety considerations
4. Sequencing work for the ground floor, first floor and second floor and staircases
5. Methodology of keeping areas, items, furniture and existing areas protected and safe during construction.
6. Relocation of office furniture and plan for work around existing furniture and method for working with TNPA staff in the building
7. New building work
8. New brickwork
9. Work required in the ablutions, kitchens and safe plumbing
10. HVAC (VRV)
11. Civil work
12. ELP (Electrical, Lighting and Power)
13. Foundations and brickwork on the ground floor
14. Waterproofing
15. Re-upholstering of the existing screens Partitioning
16. Painting
17. New flooring
18. New shopfitting (kitchen cupboards)
19. New shopfronts installation IN THE RECEPTION AREA AND BOARDROOMS
20. New ceiling and bulkhead installations
21. Joinery and carpentry installations of doors and ironmongery
22. Floor and wall tiling installations
23. Handover, commission and sectional completion

Please note: Tenderers are required to provide detailed approach methodology for the items as listed above. Each will be scored based on the linear scale below and will be averaged and weighted to provide a final score.

The table below will be used as guidelines for scoring / evaluating the method statement submitted by the Tenderer:

Points 20	Method Statement
Score 0	No methodology submitted
Score 20	The Tender's methodology submitted addresses <11 critical elements in terms of the scope of work.
Score 40	The Tender's methodology submitted addresses (≥ 11 - ≤ 14) critical elements in terms of the scope of work.
Score 60	The Tender's methodology submitted addresses (≥ 15 - ≤ 18) critical elements in terms of the scope of work.
Score 80	The Tender's methodology submitted addresses (≥ 19 - ≤ 22) critical elements in terms of the scope of work.
Score 100	The Tender's methodology submitted addresses all 23 of the critical elements. Shows excellent understanding of the scope, complexity, working around people and protection of the existing building and finishes.

T2.2-05: Evaluation Schedule - Quality Management (10 Points)

Reference Standard – QAL-STD-0001 General Quality Requirements for Suppliers and Contractors.

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard stated in the Works Information and should include but not be limited to:

1. The **Project Quality Plan (PQP)** details how the Contractor's Quality System will be applied to the Scope of Work specified in the contract and shall include the following as key elements:
 - 1) Include a description of the Contractor's Project organization, with key positions and responsibilities identified and individuals named. The organization structure shall also indicate resources committed to the management and co-ordination of Quality Assurance/Quality Control (QA/QC) activities.
 - 2) Provide a description of how documents provided by Transnet to the Contractor are to be managed. Documentation management/control
 - 3) Include all quality activities relevant to the Scope of Work, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with specified Contractual requirements.
 - 4) Include a listing of all Special Processes (e.g. welding, non-destructive testing, cube testing etc.) envisaged for use.
 - 5) Control of externally provided services.
2. **Quality Control Plan (QCP)** specific to the Project but not limited to:
 1. Building works

The Quality Control Plan shall be Project Specific as per the Scope of Work and shall include the following as key elements:

- 1) Detailed sequence of activities (construction/fabrication)
- 2) Include all procedures/code specifications
- 3) Include all intervention points (i.e. hold, witness, verify)
- 4) Include all Verification documentation/Field inspection checklist

- 5) Include all relevant signatories (i.e. Contractor, Approved Inspection Authority (AIA), Transnet)

This QCP shall identify all inspection, test, and verification requirements to meet Contractual obligations, specifications, drawings, and related details including destructive and non-destructive testing, witness, and hold points.

3. A signed **Quality Policy** based on International Organisation for Standardisation (ISO 9001) that displays the five key policy requirements. These requirements include:

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

Attached submissions to this schedule:

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	Max. Score	Evaluation Category	Rating	Evaluation Criteria
Quality Requirements (10 Points)	5	Project Quality Plan (as per QAL-STD-0001) The Project Quality Plan (PQP) details how the Contractor's Quality System will be applied to the Scope of Work specified in the contract and shall include the following as key elements: 1) Include a description of the Contractor's Project organization, with key positions and responsibilities identified and individuals named. The organization structure shall also indicate resources committed to the management and co-ordination of Quality Assurance/Quality Control (QA/QC) activities. 2) Provide a description of how documents provided by Transnet to the Contractor are to be managed. Documentation management/control 3) Include all quality activities relevant to the Scope of Work, identifying all	Score 0	No response
			Score 20	Only One (1) or below of five (5) key elements met
			Score 40	Two (2) of Five (5) key elements met
			Score 60	Three (3) of Five (5) key elements met
			Score 80	Four (4) of Five (5) key elements met
			Score 100	All Five (5) and above of the key elements met

		procedures, reviews, audits, controls and records used to control and verify compliance with specified Contractual requirements. 4) Include a listing of all Special Processes (e.g. welding, non-destructive testing, cube testing etc.) envisaged for use. 5) Control of externally provided services.		
	4	Quality Control Plans (as per QAL-STD-0001) Quality Control Plan (QCP) specific to the Project but not limited to: 1. Building works The Quality Control Plan shall be Project Specific as per the Scope of Work and shall include the following as key elements: 1) Detailed sequence of activities (construction / fabrication) 2) Include all procedures/code specifications 3) Include all intervention points (i.e. hold, witness, verify)	Score 0	No response
			Score 20	One (1) of Five (5) key elements met
			Score 40	Two (2) of Five (5) key elements met
			Score 60	Three (3) of Five (5) key elements met
			Score 80	Four (4) of Five (5) key elements met
			Score 100	All 5 key elements are met

		4) Include all Verification documentation/Field inspection checklist		
		5) Include all relevant signatories (i.e. Contractor, Approved Inspection Authority (AIA), Transnet)		
	1	Quality Policy Quality Policy shall include the following key policy elements: 1) is appropriate to the purpose and context of the organisation and supports its strategic direction, 2) provides framework for setting quality objectives, 3) includes a commitment to satisfy applicable requirements, 4) includes a commitment to continual improvement of QMS, and 5) is communicated and understood within the organisation.	Score 0	No response
			Score 20	One (1) of Five (5) key policy elements met
			Score 40	Two (2) of Five (5) key policy elements met
			Score 60	Three (3) of Five (5) key policy elements met.
			Score 80	Four (4) of Five (5) key elements met
			Score 100	All Five (5) key elements met

T2.2-06: Evaluation Schedule: Environmental Management (10 Points)

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

- a) Transnet Integrated Management System (TIMS) Policy Commitment Statement.
- b) Minimum Environmental Standards for Construction: 009-TCC-CLO-SUS-GDL-11385.26
- c) Standard Operating Procedure Construction Environmental Management: 009-TCC-CLO-SUS-11386

- PES extends to the TNPA minimum standards found in the following documents;
 - TNPA list of approved waste services Contractors
 - TNPA Asbestos Management Plan
- Project Environmental Specification (PES) also includes eThekweni bylaws such as:
 - Schedule Trades and Occupations Bylaws
 - Interim Code relating to fire prevention and flammable liquids and substances

1. The tenderer must provide a signed Environmental **Policy** based on International Organization for Standardization (ISO) that displays all key components of Top management's commitments namely:

- Regulatory compliance and other requirements
- Commitment to the protection of the environment including pollution prevention
- Commitment to continual improvement of the EMS
- Address the sustainable use of resources/ resource conservation; and
- Is communicated to all employees working for or on behalf of the Contractor

An unsigned or undated Policy will be allocated a score of 20

2. The tenderer must provide a project specific Environmental Management Plan. This plan must be clear on the following:
 - a. A description of the environmental impacts that need to be avoided, managed and mitigated, a description of how those impacts will be avoided, managed and mitigated (impact management actions).
 - b. The method and frequency of monitoring the implementation of the impact management actions.

- c. A description of how the environmental incidents will be managed on site.
- d. An indication of the roles and responsibilities in the implementation of the impact management actions.
- e. Records to be kept.
- f. How non-conformance/non-compliance will be dealt with.

Attached submissions to this schedule:

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

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

	Environmental Management Plan	Environmental Policy
Points (10)	8	2
Score 0	The Tenderer has submitted no information or irrelevant information to determine a score.	The Tenderer has submitted no information or irrelevant information to determine a score.
Score 20	EMP only responds to 1-2 of the items listed under 2 above.	Policy addresses 1 of the required elements listed under 1 above OR the Policy is unsigned nor undated.
Score 40	EMP only responds to 3 of the items listed under 2 above.	Policy addresses 2 of the required elements listed under 1 above.
Score 60	EMP only responds to 4 of the items listed under 2 above.	Policy addresses 3 of the required elements listed under 1 above and is possibly able to meet the Employer's requirements.
Score 80	EMP only responds to 5 of the items listed under 2 above.	Policy addresses 4 of the required elements listed under 1 above and is likely to ensure compliance with the stated Employer's requirements.
Score 100	EMP responds to all the items listed under 2 above.	Policy addresses 5 of the required elements listed under 1 above and is likely to ensure compliance with the stated Employer's requirements.

T2.2-6a DECLARATION OF UNDERSTANDING

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

I,

(Name)

(Designation)

(Representing)

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

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

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

T2.2-07: Evaluation Schedule: Health and Safety Requirements (15 points)

Submit the following documents as a minimum with your tender:

- 1.** Safety, Health & Environmental Policy signed by the Chief Executive Officer. List the five elements -
 - Commitment to Safety, prevention of pollution,
 - Continual improvement,
 - Compliance to legal requirements, appropriate to the nature of contractor's activities,
 - Hold management accountable for development of the safety systems.
 - Include objectives and targets.
- 2.** Roles & Responsibilities, such as S16.2 CEO, CR8.1 Construction Manager, CR8.5 Safety officer, CR8.7 Construction Supervisor, CR9.1 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993.
- 3.** Overview of the project specific Task Risk Assessment (RA), indicating major activities of the project namely:
 - Site establishment (Loading and offloading of containers; connection and of electricity and water supply; termination or isolation of electrical and water supply, connection and termination of plumbing services.
 - Civil and Structural works Civil Work: (Manholes construction; Excavation / Foundations; fencing and concrete slab; brick work; plastering, working at height
 - Mechanical works: HVAC; Lifts; Fire protection
 - Electrical works: Cabling; Lighting; Generator; Distribution Boards
 - Architectural works: Ceiling cleanup; Replacement of ceiling; Installation of wallpaper; Painting; Replacement of carpet
- 4.** Complete and return with tender documentation the Contractor Safety Questionnaire included to this Evaluation Schedule as a returnable, attach all required supporting documents and complete your company three-years synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.
- 5.** Evidence that the Principal Contractor have made adequate provisions for the cost of Health & Safety "Activity Schedule": CR 3(5) (b)(iii) read with CR 5(1)(g)

Attached submissions to this schedule:

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

Points (15)	1	2	4	6	2
	Policy (State points allocated) 1) Commitment to Safety, prevention of pollution, 2) Continual improvement, 3) Compliance to legal requirements, appropriate to the nature of contractor's activities, 4) Hold management accountable for development of the safety systems, 5) Include objectives and targets.	Roles & Responsibilities 1) S16.2 CEO 2) 8.1 Construction Manager -SACPCMP registration as Pr. Construction Manager, 3) 8.5 SACPMP Registered Construction Health and Safety officer, 4) 8.7 Construction Supervisor, 5) 9.1 Risk Assessor, 6) 17.1 SHE Rep as per the Occupational health and safety Act 85 of 1993	Overview of the Baseline risk assessment Indicating major activities of the project i.e. installation, commissioning and handover of the following packages: 1) Site establishment 2) Civil works and building works. 3) Architectural works 4) Mechanical works 5) Electrical works	Safety Plan Project Specific Health and Safety Plan in accordance with Project Health and Safety Specification. The Health and Safety Plan must comprise of, but not limited to the following minimum elements: 1. Legal and site- specific requirements 2. Competency, training and awareness. 3. Subcontractor selection. 4. Incident management	Cost Breakdown Sheet. Submission of completed cost breakdown sheet covering health and safety budget allocation.

				5.Communication, Participation and Consultation 6.Operational Control 7.Performance assessment and auditing.	
Score 0	The Tenderer has submitted no information to determine a score.				
Score 20	1 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement and it is signed by the Chief Executive Officer.	1 to 2 of the 6 Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	1 of the 5 submitted task risk assessment specific to the project and covers all the outline sub-activities, applicable to the task.	1 to 2 of 7 Above elements of Health and Safety plan are addressed.	Health and safety Budget submitted is totally insignificant / inadequate to achieve the required standard of service, >0% ≤1% of the tender value.
Score 40	2 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement	3 of the 6 Roles and responsibilities are in compliance as per the Works Information and meet the Occupational	2 of the 5 submitted task risk assessment specific to the project and covers all the outline sub-activities, applicable to the task.	3 to 4 of 7 Above elements of Health and Safety plan are addressed.	Health and safety Budget submitted is insignificant / inadequate / answer / solution to the returnable, Employer's health and

	and it is signed by the Chief Executive Officer.	health and safety Act as per construction regulations and TNPA health and safety specification.			safety requirements will not be met, between $>1\% \leq 2\%$ of the tender value.
Score 60	3 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirements and it is signed by the Chief Executive Officer.	4 of the 6 Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	3 of the 5 submitted task risk assessment specific to the project and covers all the outline sub-activities, applicable to the task.	5 of 7 Above elements of Health and Safety plan are addressed.	Health and safety Budget submitted is Satisfactory response / answer / solution to the returnable, Employer's health and safety requirements will be met, $> 2\% \leq 3\%$ of the tender value.
Score 80	4 of the 5 key policy components are recognized and meets the <i>Employer's</i> requirements and it is signed by the Chief Executive Officer.	5 of the 6 Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction	4 of the 5 submitted task risk assessment specific to the project and covers all the outline sub-activities, applicable to the task.	6 of 7 Above elements of Health and Safety plan are addressed.	Health and safety Budget submitted is good response / answer /solution to the returnable, Employer's health and safety requirements will be met,

		regulations and TNPA health and safety specification.			>3% ≤ 4% of the tender value.
Score 100	All 5 key policy components are recognized and meets the <i>Employer's</i> requirements and it is signed by the Chief Executive Officer.	All 6 Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	all 5 submitted task risk assessments specific to the project and covers all the outline sub-activities, applicable to the task.	All 7 Above elements of Health and Safety plan are	Health and safety Budget submitted is very good response / answer / solution to the returnable, Employer's health and safety requirements will be met, > 4% of the tender value.

T2.2-7a: TNPA Estimate Health and Safety Cost Breakdown

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

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

Total to be carried forward to BoQ No. SECTION NO. 1 PRELIMINARIES, Other Fixed-charge obligations, 2	R
Total Estimate Value	R
H&S Cost as % of Tender value	

T2.2-7b Contractor Safety Questionnaire

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



	Contractor Rate								
	% Discount or Surcharge								
	Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)				Yes		No		
2. Citations									
2A	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? If yes, provide details:				Yes		No		
2B	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? If yes, provide details:				Yes		No		
3. Citations									
	Does your company have a Certificate of Recognition?				Yes		No		
	If yes, what is the	Certificate No:		Issue Date:					
4. Safety Program									
4A	Submit your company written health and safety plan? Submit for provide a copy for review								
4C	Health and safety plan should contain the following elements								
		Yes	No		Yes	No			
	Health and Safety Policy			Competence, Training and Awareness					
	Incident Management, reporting and Investigation			Emergency Preparedness/Response					
	Recordkeeping & Statistics/Manhours Reporting			Hazard Identification and Risk Assessment and Training					
	Reference to Legislation			Permit to Work					
	Site Establishment and Rehabilitation			Safe Work Procedures and Safe operating procedures					
	Roles and Responsibilities			Workplace Inspections					
	Alcohol, Drugs and Other Intoxicating Substances			Occupational Hygiene and Covid19					
	Personal Protective Equipment			Measuring and Monitoring					
	Working at Height			Communication, Participation and Consultation					



	Excavations			Signs and Notices		
4C	Submit your company pocket safety booklet for field distribution?					
5. Training Program						
5A	Attach orientation program for new hire employees? include a course outline. Does it include any of the following:					
		Yes	No		Yes	No
	General Rules & Regulations			Confined Space Entry		
	Emergency Reporting			Trenching & Excavation		
	Injury Reporting			Signs & Barricades		
	Legislation			Dangerous Holes & Openings		
	Right to Refuse Work			Rigging & Cranes		
	Personal Protective Equipment			Mobile Vehicles		
	Emergency Procedures			Preventative Maintenance		
	Project Safety Committee			Hand & Power Tools		
	Housekeeping			Fire Prevention & Protection		
	Ladders & Scaffolds			Electrical Safety		
	Fall Arrest Standards			Compressed Gas Cylinders		
	Aerial Work Platforms			Weather Extremes		
5B	Submit a program for training newly hired or promoted supervisors? Tenderer must submit an outline for evaluation which include instruction on the following:					
		Yes	No		Yes	No
	Employer Responsibilities			Safety Communication		
	Employee Responsibilities			First Aid/Medical Procedures		
	Due Diligence			New Worker Training		
	Safety Leadership			Environmental Requirements		
	Work Refusals			Hazard Assessment		
	Inspection Processes			Pre-Job Safety Instruction		
	Emergency Procedures			Drug & Alcohol Policy		
	Incident Investigation			Progressive Disciplinary Policy		
	Safe Work Procedures			Safe Work Practices		
	Safety Meetings			Notification Requirements		

6. Safety Activities						
6A	Do you conduct safety inspections?	Yes	No	Weekly	Monthly	Quarterly
	Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution)					
	Who follows up on inspection action items?					
6B	Do you hold site safety meetings for field employees? If Yes, how often?	Yes	No	Daily	Weekly	Biweekly
6C	Do you hold site meetings where safety is addressed with management and field supervisors?	Yes	No	Weekly	Biweekly	Monthly
6D	Is pre-job safety instruction provided before to each new task?			Yes	No	
	Is the process documented?			Yes	No	
	Who leads the discussion?					
6E	Do you have a hazard assessment process?			Yes	No	
	Are hazard assessments documented?			Yes	No	
	If yes, how are hazard assessments communicated and implemented on each project?					
	Who is responsible for leading the hazard assessment process?					
6F	Submit your company policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?					
6G	How does your company measure its H&S success? Attach separate sheet to explain					
7. Safety Stewardship						
7A	Are incident reports and report summaries sent to the following and how often?	Yes	No	Monthly	Quarterly	Annually
	Project/Site Manager					
	Vice President/Managing Director					
	Safety Director/Manager					
	President/Chief Executive Officer					
7B	How are incident records and summaries kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Incidents totalled for the entire company					
	Incidents totalled by project					
	Subtotalled by superintendent					
	Subtotalled by foreman					
7C	How are the costs of individual incidents kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually



	Costs totaled for the entire company					
	Costs totaled by project					
	Subtotaled by superintendent					
	Subtotaled by foreman/general foreman					
7D	Does your company track non-injury incidents?	Yes	No	Monthly	Quarterly	Annually
	Near Miss					
	Property Damage					
	Fire					
	Security					
	Environmental					
8. Personnel						
List key health and safety officers planned for this project. Attach resume (CV and qualification and proof of registration with SACPCMP).						
Name		Position / Title		Designation		
				Category	SACPCMP Number	
9. References						
List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program						
Name and Company		Address		Telephone Number		

T2.2-08: Evaluation Schedule: Programme (10 points)

Note to tenderers:

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

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

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

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

Level 4 (Construction schedule) with the following requirements:

1. Work breakdown structure in logical order,
2. Durations and dates for all work is shown,
3. Key milestones and critical paths in MS project/primavera format and Basis of schedule aligned with the programme.
4. The programme must be resource-loaded, showing labour, equipment, and materials against time.
5. Contractor must include contingency and risk management measures for disruptions (labour, supply chain, etc).

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

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

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

The Programme should indicate the following columns as a minimum:

Activity Number	Activity Description	Start Date	Finish Date	Predecessor	Successor	Time risk allowances (TRA)
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The scoring of the Programme will be as follows:

Scores	Ability to Provide the Works:	Provision of Dates:
	The Tenderer must submit a programme in Microsoft Projects (MsP) or Primavera, the Tenderer's Programme submission must meet these requirements: 1. Schedules for submission must be Resource loaded. 2. Logically linked using the critical path method (CPM). 3. The Tender has also submitted the Basis of Schedule (BoS). 4. The Tender Programme has captured the complete scope at minimum level 4(Construction schedule) for each discipline. 5. The Tender Programme shall be aligned to the Pricing Data as contained under Part C2 and detailed at an appropriate level of decomposition and Approach Paper.	The Tenderer clearly indicates in the schedule all milestones, activities & information related to the following: 1. Float and Time Risk Allowances 2. SHEQ requirements specified in the contract. 3. Work by the Employer and Others and Acceptances of contractor's design's as per signed Contract e.g: shop drawings 4. Starting date, access dates, Key Dates and Completion Date and Planned Completion for each Key Date for each option and the complete works. 5. Sectional completion dates as per C3 document.
10 Points	5	5
Score 0	The tenderer has submitted no information to determine a score.	The tenderer has submitted no information to determine a score.
Score 20	The tenderer has addressed 1 of the (5) criteria requirements.	The tenderer has addressed 1 of the (5) criteria requirements
Score 40	The tenderer has addressed 2 of the (5) criteria requirements.	The tenderer has addressed 2 of the (5) criteria requirements.
Score 60	The tenderer has addressed 3 of the (5) criteria requirements.	The tenderer has addressed 3 of the (5) criteria requirements.
Score 80	The tenderer has addressed 4 of the (5) criteria requirements.	The tenderer has addressed 4 of the (5) criteria requirements.
Score 100	The tenderer submission has addressed all (5) criteria requirements.	The tenderer has addressed all 5 criteria requirements.

T2.2-09: Evaluation Schedule - Key Personnel Qualifications, Experience and Registrations - 20 points

Please describe the management arrangements for the work and the tenderer is to take note that evaluation of this schedule will be referred to T2.2-04.

Comprehensive CVs should be attached to this schedule:

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

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

Key Personnel:

a) 1x Project Manager

- Project Manager must have a minimum NQF Level 6 (National Diploma) qualification in the built environment.
- Minimum eight (8) years' relevant experience in the building refurbishment and building construction projects with traceable reference.

b) 1x Building Foreman /Construction Manager

- Building Foreman /Construction Manager must as a minimum have a NQF Level 6 (National Diploma) qualification in the built environment.
- Minimum five (5) years' relevant experience in the building refurbishment and building construction projects with traceable reference.

c) 1 x HVAC Technician

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

d) 1x Electrical Technician

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

e) 1x Health and Safety Officer

- Must have NQF level 6 in Safety Management qualification or other relevant disciplines such as SAMTRAC or NEBOSH or modern accredited SHEQ risk management training course as a minimum qualification.
- Professional registration with South African Council for the Project and Construction Management (SACPCMP) or any recognised equivalent regulative professional body.
- Must have 8 years relevant work experience in building refurbishment and building construction projects with traceable reference.

f) Environmental Officer

- Must have NQF level 7, Bachelor of Science in Environmental Science / Bachelor of Arts in Environmental Management.
- Must have at least minimum 3 years work experience in environmental management within the construction environment.

List of Key Persons assigned to the above disciplines

Key Persons	Name and Surname	CV attached (Yes/No)	Qualification attached (Yes/No)
Project Manager			
Construction Manager			
HVAC Technician			
Electrical Technician			
Safety Officer			
Environmental Officer			

Attached submissions to this schedule:

Description of Works: Refurbishment of Queens Warehouse building, Port of Durban for a period of eleven (11) months

The scoring of the Key Personnel Qualifications, Experience and Registrations will be as follows:

Weight - 5 points		Score 0	Score 20	Score 40	Score 60	Score 80	Score 100
Project Manager <i>Failure to submit proof of a valid Professional Registration for the candidate will lead to a score of zero for both Qualification & Experience.</i>	Qualification (3 points)	Tenderer has not submitted relevant qualifications/ has submitted irrelevant qualifications.	NQF Level 4 and below qualification in Built Environment and proof thereof.	NQF Level 5 qualification in Built Environment and proof thereof.	NQF Level 6 qualification in Built Environment and proof thereof.	NQF Level 7 qualification in Built Environment and proof thereof.	NQF Level 8 or higher qualification in Built Environment and proof thereof.
	Experience (2 points)	Tenderer has not submitted CV and/or less than 5 years' experience in the building refurbishment and construction project with traceable reference	Greater than 5 years but less than 6 years' experience in the building refurbishment and construction project with traceable reference	Greater than or equal to 6 years but less than 7 years' experience in the building refurbishment and construction project with traceable reference.	7 - 8 years relevant experience in the building refurbishment and construction project with traceable reference	Greater than 8 years but less than 9 years' experience in the building refurbishment and construction project with traceable reference	Greater than or equal to 9 years' experience in the building refurbishment and construction project with traceable reference

Description of Works: Refurbishment of Queens Warehouse building, Port of Durban for a period of eleven (11) months

Weight - 4 points		Score 0	Score 20	Score 40	Score 60	Score 80	Score 100
Construction Manager <i>Failure to submit proof of a valid Professional Registration for the candidate will lead to a score of zero for both Qualification & Experience.</i>	Qualification (2 points)	Tenderer has not submitted relevant qualifications / has submitted irrelevant qualifications.	NQF Level 4 and Below qualification in Built Environment and proof thereof.	NQF Level 5 qualification in Built Environment and proof thereof.	NQF Level 6 qualification in Built Environment and proof thereof.	NQF Level 7 qualification in Built Environment and proof thereof.	NQF Level 8 or higher qualification in Built Environment and proof thereof.
	Experience (2 points)	Tenderer has not submitted CV and / or less than 2 years' experience in the building refurbishment and construction project with traceable reference.	Greater than 2 years but less than 3 years' experience in the building refurbishment and construction project with traceable reference.	Greater than or equal to 3 years but less than 4 years' experience in the building refurbishment and construction project with traceable reference.	4 - 5 years' experience in the building refurbishment and construction project with traceable reference.	Greater than 5 years but less than 6 years' experience in the building refurbishment and construction project with traceable reference.	Greater than or equal to 6 years' experience in the building refurbishment and construction project with traceable reference.

Weight - 3 points		Score 0	Score 20	Score 40	Score 60	Score 80	Score 100
HVAC Technician	Qualification (2 points)	Tenderer has not submitted relevant qualifications or has submitted irrelevant qualifications.	NQF Level 4 and Below.	NQF level 5 or above HVAC design and installation, Technician and proof thereof.	NQF level 6 or above HVAC design and installation, coupled with ECSA registration as a professional Technician/ Engineer and proof thereof.	NQF level 7 or above HVAC design and installation, coupled with ECSA registration as a professional Technician/ Engineer and proof thereof.	NQF level 8 or above HVAC design and installation, coupled with ECSA registration as a professional Technician/ Engineer and proof thereof.
	Experience (1 points)	Tenderer has not submitted CV and/or less than 2 years relevant experience.	Greater than or equal to 2 years but less than 3 years' relevant experience in Mechanical engineering.	Greater than or equal to 3 years but less than 4 years relevant experience in Mechanical engineering.	4 - 5 years relevant experience in Mechanical engineering.	Greater than 5 years but less than 6 years relevant experience in Mechanical engineering.	Greater than or equal to 6 years' relevant experience in Mechanical engineering.

Description of Works: Refurbishment of Queens Warehouse building, Port of Durban for a period of eleven (11) months

Weight - 3 points		Score 0	Score 20	Score 40	Score 60	Score 80	Score 100
Electrical Technician	Qualification (2 points)	Tenderer has not submitted relevant qualifications or has submitted irrelevant qualifications.	NQF Level 4 and Below.	NQF level 5 in Mechanical Engineering and proof thereof.	NQF level 6 in HVAC design and installation, coupled with ECSA registration as a professional Technician/ Engineer and proof thereof.	NQF level 7 in HVAC design and installation, coupled with ECSA registration as a professional Technician/ Engineer and proof thereof.	NQF level 8 in HVAC design and installation, coupled with ECSA registration as a professional Technician/ Engineer and proof thereof.
	Experience (1 points)	Tenderer has not submitted CV and/or less than 2 years relevant experience.	Greater than or equal to 2 years but less than 3 years' relevant experience in Electrical engineering.	Greater than or equal to 3 years but less than 4 years relevant experience in Electrical engineering.	4 - 5 years relevant experience in Electrical engineering.	Greater than 5 years but less than 6 years. Relevant experience in Electrical engineering.	Greater than or equal to 6 years' Relevant experience in Electrical engineering.

Description of Works: Refurbishment of Queens Warehouse building, Port of Durban for a period of eleven (11) months

Weight - 3 points		Score 0	Score 20	Score 40	Score 60	Score 80	Score 100
Health & Safety Officer <i>Failure to submit proof of a valid Professional Registration for the candidate will lead to a score of zero for both Qualification & Experience</i>	Qualification (2 points)	Tenderer has not Submitted relevant qualifications / has submitted irrelevant qualifications.	NQF Level 4 and below qualification in Safety Management / NEBOSH / SAMTRAC and proof thereof.	NQF Level 5 qualification in Safety Management / NEBOSH / SAMTRAC and proof thereof.	NQF Level 6 qualification in Safety Management / NEBOSH / SAMTRAC and proof thereof.	NQF Level 7 qualification in Safety Management/ NEBOSH / SAMTRAC and proof thereof.	NQF Level 8 or Higher qualification in Safety Management/ NEBOSH / SAMTRAC and proof thereof.
	Experience (1 points)	Tenderer has not submitted CV and/or equal or less than 5 years Health and Safety Management experience in multi-disciplinary projects.	Greater than or equal to 5 years but less than 6 years' Health and Safety Management experience in multi-disciplinary projects.	Greater than or equal to 6 years but less than 7 years' Health and Safety Management experience in multi-disciplinary projects.	7 - 8 years' Health and Safety Management experience in multi-disciplinary projects.	Greater than 8 years but less than 9 years' Health and Safety Management experience in multi-disciplinary projects	Greater than or equal to 9 years' Health and Safety Management experience in multi-disciplinary projects

Weight - 2 points		Score 0	Score 20	Score 40	Score 60	Score 80	Score 100
Environmental Officer	Qualification (1 points)	Tenderer has not Submitted relevant qualifications / has submitted irrelevant qualifications.	NQF level 5, Bachelor of Science in Environmental Science / Bachelor of Arts in Environmental Management and proof thereof.	NQF level 6, Bachelor of Science in Environmental Science / Bachelor of Arts in Environmental Management and proof thereof.	NQF level 7, Bachelor of Science in Environmental Science / Bachelor of Arts in Environmental Management and proof thereof.	NQF level 8, Bachelor of Science in Environmental Science / Bachelor of Arts in Environmental Management and proof thereof.	NQF level 9 or higher, Bachelor of Science in Environmental Science / Bachelor of Arts in Environmental Management and proof thereof.
	Experience (1 points)	Tenderer has not submitted CV and/or equal or less than 1 year work experience in environmental management within the construction environment.	1 year work experience in environmental management within the construction environment.	Greater than or equal to 1 year but less than 2 years' work experience in environmental management within the construction environment.	2 - 3 years' work experience in environmental management within the construction environment.	Greater than 3 years but less than 4 years' work experience in environmental management within the construction environment.	Greater than or equal to 4 years' work experience in environmental management within the construction environment.

2.1.3. Stage Three: Preference Point System

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

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points. The following Table represents the evidence to be submitted for claiming preference points for applicable specific goals in a particular tender:

Specific Goals	Acceptable Evidence	Number of points (80/20 system)	Number of points (90/10 system)
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.	06	03
Local Content and Local Production	Returnable Local Content Annexures: (SDB 6.2, Annexure C, D & E)	04	02
The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to South African companies which are: I. EMEs and/or QSEs black owned	- Sub-contracting agreement(s). - Subcontractors B-BBEE Certificate / Sworn – Affidavit / CIPC B-BBEE Certificate as per DTIC guidelines.	10	05

TO THIS SCHEDULE:

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THE BROAD-BASED BLACK ECONOMIC EMPOWERMENT COMMISSION'S

PRACTICE GUIDE 01 of 2022

DETERMINING THE VALIDITY OF A BROAD-BASED BLACK ECONOMIC EMPOWERMENT VERIFICATION CERTIFICATE, B-BBEE SWORN AFFIDAVIT AND CERTIFICATE ISSUED BY THE COMPANIES AND INTELLECTUAL PROPERTY COMMISSION

A. Introduction

1. The Broad-Based Black Economic Empowerment Commission ("B-BBEE Commission") is an entity established by the Broad-Based Black Economic Empowerment Act 53 of 2003 as amended by Act 46 of 2013 ("the Act"), to oversee the implementation of the Act, which includes provision of practice guides, explanatory notices, non-binding advisory opinions and clarification services to improve the understanding of the Act.
2. This Practice Guide is issued as a non-binding guide purely to assist with the interpretation of B-BBEE documentation presented by measured entities to ensure consistency in the application of the Act. Should this Practice Guide not be clearly applicable to your specific set of facts at any given time, you are advised to approach the B-BBEE Commission for a non-binding advisory opinion, which will be more specific to your set of facts.
3. This Practice Guide does not constitute a legal document or a ruling of the B-BBEE Commission on the issue concerned. Further, although this Practice Guide is not binding on the B-BBEE Commission, it does set out the approach that the B-BBEE Commission is likely to take on any matter relating to implementation of B-BBEE including determining the validity of B-BBEE sworn affidavits, B-BBEE verification certificates and certificates issued by the Companies and Intellectual Property Commission (CIPC) for B-BBEE purposes.
4. This Practice Guide replaces Practice Guide 01 of 2018 as of **01 November 2022**.

A. Purpose of this practice guide

5. The B-BBEE Commission has over the years continued to be inundated with requests from various stakeholders to confirm validity of B-BBEE certificates, sworn affidavits and CIPC certificates, which process has resulted in the B-BBEE Commission issuing a number of advisory letters to the affected entities to advise of invalidity of such documentation and the need to withdraw the invalid B-BBEE verification certificates or sworn affidavits/CIPC certificates. Thus, the purpose of this Practice Guide is to set out the approach for stakeholders to determine the validity of B-BBEE certificates or sworn affidavits/CIPC certificates for consistency.
6. The five elements of B-BBEE adopted in the Codes of Good Practice (the Codes) each have a specific purpose and together provide an integrated intervention to empower black people as envisaged in the Act. Further, the Act allows for B-BBEE verification, which is a measure used to determine compliance with the Act, and results in the issuing of a B-BBEE verification certificate.
7. A B-BBEE verification certificate, a sworn affidavit and a B-BBEE certificate issued by the CIPC is evidence of a measured entity's compliance with the Act over a particular period. Such compliance is based on B-BBEE related information of a measured entity in line with the applicable Codes as per Section 9 (1) of the Act.
8. It is contrary to the Act for a measured entity to trade with an invalid/inconclusive or incorrect B-BBEE verification certificate or sworn affidavit/CIPC certificate. The preferential procurement spend or economic activity that was directed by measured entities to a supplier or entity on the basis of an invalid B-BBEE document cannot be recognised during a B-BBEE measurement process, therefore, it is critical to determine the validity of B-BBEE verification certificates or sworn affidavits/CIPC certificates presented by measured entities in order to access an economic opportunity both in the public and private sector.

B. Determining validity of a sworn affidavit for B-BBEE compliance

9. The legal dictionary (<https://legal-dictionary.thefreedictionary.com/Affadavit>) defines a sworn affidavit as a written statement of facts voluntarily made by a person under an oath or affirmation administered by a person authorized to do so by law.
10. In terms of the Codes, Exempted Micro-Enterprises (EMEs) and black controlled and owned Qualifying Small Enterprises (QSEs) only have to use a sworn affidavit to indicate their B-BBEE

compliance status. Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities.

11. The Department of Trade, Industry and Competition (**the dtic**) has designed sworn affidavit templates and qualifying measured entities must use these templates, which can be accessed on **the dtic** website. It is acceptable to use the templates on the letterhead of the measured entity.
12. The only time an EME can be verified by a South African National Accreditation System (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 using the QSE Scorecard.
13. The exception to this is only with regard to the Transport Sector where EMEs have a choice of obtaining accounting officer letter or get verified and be issued with a B-BBEE verification certificate by a SANAS accredited professional or agency because the Integrated Transport Sector Code has not been aligned to the amended Generic Codes.
14. Also, start-ups that are EMEs but wish to tender for contracts of R10 million in value or above must be verified using the QSE scorecard, and for tenders of R50 million and above must be verified using the generic scorecard.
15. Further, the Construction Sector Code, provides for EMEs whose annual turnover is R1.8 million for Built Environment Professionals and R3 million for Contractors or less to obtain automatic recognition levels and these do not require to undergo verification except in instances where they elect to enhance their B-BBEE status levels. In those circumstances there is a requirement for these EMEs to contribute towards empowerment by complying with the 40% sub-minimum on skills development element and in ensuring compliance with the skills development element, these EMEs are required to be verified by a SANAS accredited verification professional or agency.
16. Furthermore, the Generic Codes and the Financial Services Sector Code have granted an option to 51% and 100% black owned QSEs to undergo a verification process from a SANAS accredited verification professional if they so choose. However, for consistent application, EMEs in the Financial Services Sector should only obtain a sworn affidavit, and not a B-BBEE verification certificate as there is nothing to verify.

17. The following pointers are key in determining the validity of a sworn affidavit:

- a) Name/s of deponent as they appear in the identity document and the identity number must be completed.
- b) Designation of the deponent as either the director, owner or member must be indicated in order to know that the person deposing to the sworn affidavit is duly authorised. A deponent is able to tick more than one option if the person is a director and owner of the entity.
- c) Name of enterprise must be cited as per the enterprise registration documents issued by the CIPC, where applicable, including the enterprise business address.
- d) Percentage of ownership held by black people, black female and black designated groups. For designated groups, the percentage must be indicated for each sub-category or nil where there is none. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected.
- e) Indicate the total annual revenue for the year under review and whether it is based on audited financial statements or financial statements or management accounts. Please select one option.
- f) Indicate the full financial year end (day/month/year) as per the enterprise's registration documents, which was used to determine the total revenue. This must be the recent financial year end.
- g) Select the B-BBEE Status level based on black ownership percentage. An enterprise can only have one B-BBEE status level.
- h) Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for which the empowering supplier status is based on.
- i) Date of signature for both the deponent and Commissioner of Oath must be the same. If using the first **dtic** template for sworn affidavits, where provision is not made for Commissioner of Oath signature date, the date of the deponent will be regarded by default as the signature date for Commissioner of Oath.
- j) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest. Please note that the B-BEE Act does not determine the qualification for Commissioner of Oaths, this is done in terms of the Justice of Peace and Commissioners' of Oaths Act, 1963 (Act No. 16 of 1963) which is administered by the Department of Justice and Constitutional Development (DOJ & CD). Therefore any queries regarding the legitimacy of a Commissioner of Oath need to be directed to DOJ & CD.
- k) A B-BBEE sworn affidavit is valid for a period of 12 months calculated from the date the sworn affidavit was commissioned, for example, if the sworn affidavit is commissioned on 12 August 2022, it will expire on 11 August 2023.

C. B-BBEE Certificate issued by the Companies and Intellectual Property Commission

18. **the dtic** through government Gazette Number 38765 published on 6 May 2015, mandated CIPC to issue B-BBEE certificates for EMEs and start-up enterprises, in its efforts to reduce cost of business for small businesses. A certificate issued by CIPC has the same status as a B-BBEE sworn affidavit.
19. Subsequently, CIPC issued a Customer Notice indicating that B-BBEE certificates can be applied for via e-services on the CIPC website (www.cipc.co.za), at CIPC Self Services Terminals when registering or filing Annual Returns.
20. **The following conditions apply when an enterprise uses the CIPC services for obtaining a B-BBEE certificate:**
 - a) Only directors of a company or members of close corporations can apply for a B-BBEE certificate.
 - b) Only companies and close corporations with a turnover of less than R10 million can apply via CIPC.
 - c) The enterprise's status must be "In Business".
 - d) All Annual Return filings for the relevant company or close corporation need to be up to date;
 - e) Application for a B-BBEE certificate can be done at any time (not only when registering a company or filing returns), provided that an application for the certificate which is still valid, was not done already.
 - f) Applicant must agree to the B-BBEE terms and conditions.
 - g) A director or member amendment must be filed if the director or member's email address or telephone is not correct or up to date.
21. A CIPC certificate can be submitted to the B-BBEE Commission for attention of Mr. Madidimalo Ramare at MRamare@beecommission.gov.za to confirm if it was generated from the CIPC system. However, on face value, the following information must appear on the certificate:
 - a) Name of enterprise, registration number and business address.
 - b) Date of issue and expiry adding to twelve months (e.g 9 June 2018 to 8 June 2019) must be indicated.
 - c) Percentage of total black ownership, black female ownership and total white ownership.
 - d) Certificate number.
 - e) Barcode with tracking number.

- f) Barcode with enterprise number.
- g) B-BBEE Status and procurement recognition level.
- h) **the dtic** logo on the top left corner, and CIPC logo on the top right corner.
- i) CIPC watermark.

D. Determining validity of a B-BBEE Verification Certificate for B-BBEE compliance

- 22. An entity that qualifies in terms of the B-BBEE Act to undergo a B-BBEE verification process, can only do so with a verification professional or agency that has been accredited by SANAS or a B-BBEE Verification Professional Regulator that may be appointed by the Minister of Trade, Industry and Competition.
- 23. B-BBEE verification means the process and activities conducted by a verification professional or agency to assess, verify and validate that the score awarded to a measured entity is a result of individual scorecard elements supplied by a measured entity, and to evaluate B-BBEE transactions in order to provide an indicative B-BBEE score and certification based on the principles of B-BBEE as per the Codes.
- 24. A B-BBEE verification process is important in assuring parties that rely on the score achieved by the measured entity and reflected on their B-BBEE Verification Certificate (refers to the B-BBEE verification certificate issued by the verification professional or agency which reflects the overall B-BBEE Status of a measured entity and scoring allocated for each scorecard element verified in respect of the measured entity) and that the information on which the certificate was issued is acceptable, and has been independently verified, and is free from misstatements.
- 25. Therefore, the role of a verifier is to assess, verify and validate both disclosed and undisclosed B-BBEE related information of the measured entity. The verification thereof should be based on the principles contained in the B-BBEE Act and relevant Codes, by applying the verification methodologies outlined in the Framework for accreditation and verification by all verification agencies (also known as the verification manual) as well as the Accreditation of B-BBEE Verification Agencies document issued by SANAS (also referred to as the R47-03). Important to note that a verifier is not to provide clarity or opinion on interpretation of any B-BBEE matter as such clarity must be sought from the B-BBEE Commission using the contact details mentioned below.
- 26. **A B-BBEE Verification Certificate shall identify the following information:**
 - a) The name and identifiable physical location(s) of the measured entity as per the CIPC records.

- b) The registration and VAT number of the measured entity.
- c) The dates of granting of the B-BBEE score/the period of validity, which is the initial issue date (e.g. 7 October 2021 to 6 October 2022) and the expiry date of the verification certificate.
- d) The revision or reissue date if applicable. .
- e) A unique identification number including revision number if applicable.
- f) The standard and/or normative document, including the issue and/or revision used to evaluate the client (amended codes / specialised or respective sector codes).
- g) The name and/or mark/logo of the B-BBEE verification agency.
- h) The scorecard against which the measured entity has been verified (Generic / QSE).
- i) The B-BBEE status level.
- j) The SANAS Accreditation Symbol on the verification certificate.
- k) The B-BBEE procurement recognition level.
- l) Score per element including total score achieved.
- m) Black ownership percentage.
- n) Black Female ownership percentage.
- o) Black designated group percentage:
 - Black Youth percentage
 - Black Disabled percentage
 - Black Unemployed percentage
 - Black People living in Rural areas percentage
 - Black Military Veterans percentage
- u) Modified flow has been applied, indicate yes or no.
- v) Exclusion principle used, indicate yes or no.
- w) Recent financial year end used (day/month/year).
- x) Discounting principle used, indicate yes / no.
- y) Empowering Supplier status, indicate yes / no.
- z) Name and signature of technical signatory
- aa) Amendments to certificate to be clearly documented.
- bb) A consolidated certificate to state as such and refers to attachment of the measured entities that are consolidated with registration and vat numbers.
- cc) In terms of the reflection of the level and points on the B-BBEE verification certificate, the following is applicable:
 - Participated in Y.E.S Initiative yes / no
 - Achieve Y.E.S Target and 2.5% Absorption yes / no
 - Achieve 1.5 x Y.E.S Target and 5% Absorption yes / no
 - Achieve Double Y.E.S Target and 5% Absorption yes / no

27. The recipient or user of a B-BBEE verification certificate can contact any of the accredited verification professionals or agency that is said to have issued the B-BBEE verification certificate, to request confirmation on the issuance of B-BBEE certificate. The recipient or user is also advised to use the SANAS website to verify the accreditation status, accreditation period and scope of accreditation for the verification professional or agency. The SANAS website also has a list of all verification professionals or agencies whose accreditation status has been withdrawn, or suspended, because a verification professional or agency cannot issue a B-BBEE certificate if the accreditation status has expired, withdrawn or suspended.
28. The recipient or user of the B-BBEE verification certificate, sworn affidavit or B-BBEE certificate issued by CIPC is also allowed, as part of its due diligence processes, to request any relevant additional information or documents from the measured entity in order to validate the credibility of the information recorded on the B-BBEE verification certificate, sworn affidavit/CIPC B-BBEE certificate.
29. It is also the responsibility of the recipient or user of the B-BBEE verification certificate or sworn affidavit/CIPC certificate to specify if measured entities ought to furnish an original or copy including certified copy of the B-BBEE verification certificate or sworn affidavit/CIPC certificate.

E. Penalties as per the B-BBEE Act

30. Trading with an invalid or fraudulent B-BBEE certificate or sworn affidavit/CIPC certificate may constitute an offence in terms of Section 13O (1) (a) of the B-BBEE Act, which state that a person commits an offence if that person knowingly misrepresents or attempts to misrepresent the broad-based black economic empowerment status of an enterprise, and the B-BBEE Commission may institute an investigation in terms of Section 13J of the B-BBEE Act. In addition, Section 13A of the B-BBEE Act has empowered organs of state and public entities to cancel any contract or authorisation awarded on account of false information knowingly furnished by or on behalf of an enterprise in respect of its broad-based black economic empowerment status.
31. If an entity is found to have violated the B-BBEE Act, the B-BBEE Commission is empowered to act accordingly as guided by the B-BBEE Act and this can result in the entity that violated the B-BBEE Act to be fined up to 10% of its annual turnover, and individuals involved could be imprisoned for up to 10 years, and / or fined. Specifically, an offence under section 13O (2) could lead to imprisonment of up to 12 months, or a fine, or both the fine and imprisonment.

32. In terms of section 13O (2) a verification professional, procurement officer or any official of an organ of state or public entity who becomes aware of the commission of, or attempt to commit any offence referred to under section 13O (1) and fails to report it, is guilty of an offence.
33. This Practice Guide is issued as a guide purely to assist with the interpretation and testing the validity of a B-BBEE verification certificates and sworn affidavit/CIPC certificates, and does not constitute a legal document or ruling of the B-BBEE Commission.
34. This Practice Guide may be updated anytime by the B-BBEE Commission if there are any material changes arising from developments in the application of the B-BBEE Act. In such an instance, an amended version will be published to replace this one.
35. For any queries or further clarity on this Practice Guide, kindly feel free to contact us at the following contact details:

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Issued by the B-BBEE Commission

19 October 2022

REGULATIONS GOVERNING THE ADMINISTERING OF AN OATH OR AFFIRMATION

Act

Published under

GN R1258 in GG 3619 of 21 July 1972
as amended by

GN 1648 in GG 5716 of 19 August 1977
GN R1428 in GG 7119 of 11 July 1980
GN R774 in GG 8169 of 23 April 1982

The State President has, in terms of section 10 of the Justices of the Peace and Commissioners of Oaths Act, 1963 (Act 16 of 1963), been pleased to make the following regulations:

1 (1) An oath is administered by causing the deponent to utter the following words: 'I swear that the contents of this declaration are true, so help me God'.

(2) An affirmation is administered by causing the deponent to utter the following words: 'I truly affirm that the contents of this declaration are true'.

2 (1) Before a commissioner of oaths administers to any person the oath or affirmation prescribed by regulation 1 he shall ask the deponent-

- (a) whether he knows and understands the contents of the declaration;
- (b) whether he has any objection to taking the prescribed oath; and
- (c) whether he considers the prescribed oath to be binding on his conscience.

(2) If the deponent acknowledges that he knows and understands the contents of the declaration and informs the commissioner of oaths that he does not have any objection to taking the oath and that he considers it to be binding on his conscience the commissioner of oaths shall administer the oath prescribed by regulation 1(1).

(3) If the deponent acknowledges that he knows and understands the contents of the declaration but objects to taking the oath or informs the commissioner of oaths that he does not consider the oath to be binding on his conscience the commissioner of oaths shall administer the affirmation prescribed by regulation 1 (2).

3 (1) The deponent shall sign the declaration in the presence of the commissioner of oaths.

(2) If the deponent cannot write he shall in the presence of the commissioner of oaths affix his mark at the foot of the declaration: Provided that if the commissioner of oaths has any doubt as to the deponent's inability to write he shall require such inability to be certified at the foot of the declaration by some other trustworthy person.

4 (1) Below the deponent's signature or mark the commissioner of oaths shall certify that the deponent has acknowledged that he knows and understands the contents of the declaration and he shall state the manner, place and date of taking the declaration.

(2) The commissioner of oaths shall-

- (a) sign the declaration and print his full name and business address below his signature; and
- (b) state his designation and the area for which he holds his appointment or the office held by him if he holds his appointment *ex officio*.

[Subreg. (2) substituted by GN 1648 of 19 August 1977]

5

[Reg. 5 deleted by GN R774 of 23 April 1982]

6 A commissioner of oaths shall not charge any fee for administering any oath or affirmation or attesting any declaration.

7 (1) A commissioner of oaths shall not administer an oath or affirmation relating to matter in which he has interest.

(2) Subregulation (1) shall not apply to an affidavit or a declaration mentioned in the Schedule.

8 Government Notice R1206, dated 15 December 1961, is hereby withdrawn.

T2.2-10: Schedule of Proposed Sub-*contractor*

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

- If the tenderer intends to use sub-contracting staff for evaluation purposes as one of the Key Persons identified in T2.2-15 Proposed Organisation Staffing, they may do so provided the sub-consultant's company details are listed and attached to this schedule.
- Tenderer to note that after award, any deviations from this list of proposed sub-contractors will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract.
- Tenderer to provide B-BBEE Certificates for all proposed sub- *contractor* listed above and attach it to this schedule.
- All agreements between the Main *Contractor* and Sub-*Contractor* must be attached to this schedule.

Provide information of the Sub-contractors below:

Name of Proposed sub- <i>contractor</i>			Address		Nature of work		Amount of Worked	Percentage of work
% Black Own ed	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	
	☐	☐	☐	☐	☐	☐	☐	

Name of Proposed sub- <i>contractor</i>			Address		Nature of work		Amount of Worked	Percentage of work
% Black Own ed	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	
	☐	☐	☐	☐	☐	☐	☐	

Name of Proposed sub-contractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	
	☐	☐	☐	☐	☐	☐	☐	

Name of Proposed sub-contractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	
	☐	☐	☐	☐	☐	☐	☐	

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

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

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

If the tenderer intends to use sub-contractor's staff for evaluation purposes as one of the Key Persons identified in **T2.2-15 Proposed Organisation Staffing**, they may do so provided the sub- consultants company details are listed and attached to this schedule.

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

SBD 6.2

T2.2-11 Declaration of Certificate for Local Production and Content for Designated Sectors

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2022, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Regulation 8.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.2. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.3. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.4. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

2. Definitions

- 2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
• Roof and Cladding	100%
• Ducting and Structural Pipework	100%
• Gutters, downpipes & launders	100%
• Polyvinyl Chloride (PVC) Pipes	100%
• High Density Polyethylene (HDPE) Pipes	100%
• Cement	100%
• Fasteners (Bolts, nuts, screws, rivets and nails)	100%
• Frames (Doors and Windows)	100%
• Fabricated Structural steel	100%
• Low Voltage	90%
• Optic Fibre Cables	90%
• Copper Telecoms Cables	90%
• Storage tanks / geysers	70%

4. Does any portion of the services, works or goods offered have any imported content?

Electrical Cable Products

(***Tick applicable box***)

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

4.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

- Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dtic must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. TNPA/2025/10/0008/107713/RFP

ISSUED BY: TRANSNET NATIONAL PORTS AUTHORITY ON BEHALF OF TRANSNET SOC LTD
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdtic.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names), do hereby declare, in my capacity asof.....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Price of the Designated commodity Roof and Cladding Excl VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100%
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity Ducting and Structural Pipework Excl VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100%
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity Gutters, downpipes & launders Excl VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100%
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity Polyvinyl Chloride (PVC) Pipes Excl VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100%
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity High Density Polyethylene (HDPE) Pipes Excl VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100%
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity Cement Excl VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100%
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity Storage tanks / geysers Excl VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	70%
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity Low Voltage Excl VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	90%
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity Optic Fibre Cables Excl VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	90%
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity Copper Telecoms Cables Excl VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	90%
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity Frames (Doors and Windows) Excl VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100%
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity Fasteners (Bolts, nuts, screws, rivets and nails) Excl VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100%
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity Fabricated Structural Steel Excl VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100%
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

NOTE TO TENDERERS: Failure to fully complete, submit, declare, sign & date this SBD 6.2 Declaration as well as the accompanying Annexure C "local content declaration - summary schedule" may result in the tender submission being non-responsive and score zero points for that particular specific goal

Schedule A – Non-compliance for Local Content

Non-compliance Penalties for Local Content:

- a) If for any reason the *Contractor* is unable to achieve the local content undertaking, the *Contractor* must approach the Department of Trade and Industry ("DTI") to obtain exemption in order to supply the goods at a lower local content threshold. The *Contractor* is obliged to approach DTI for exemption within 10 (ten) days of determining that it is unable to achieve any milestone target or local content threshold.
- b) Should the DTI provide exemption, the *Contractor* shall be entitled to provide the goods at the lower local content threshold set by DTI. In such event, the Parties shall in good faith renegotiate the milestone targets or local content undertaking to ensure that the lowered local content thresholds are achieved.
- c) Should DTI not provide the necessary exemption, the *Contractor* shall be obliged to meet each milestone target as stated in the Local Content Plan or the local content undertaking.
- d) Should the *Contractor* fail to meet any milestone target or the local content undertaking, the following remedies shall apply without limiting any of the *Employer's* other rights in law:
- The *Employer* shall afford the *Contractor* a period of thirty (30) days to remedy its non-compliance.
 - Should the *Contractor* fail to meet its obligations within the further 30-day period, the *Contractor* shall pay a Non-Compliance penalty ("Non-compliance Penalty") to the *Employer* in respect of such Non-compliance as set out in clause iv below. The penalties shall be imposed per milestone measurement for non-delivery of committed values in the case of a Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately.

- iii. To the extent that the Actual Local Content Spend¹ is lower than the Required Local Content Spend² (or the Adjusted Required Local Content Spend³, as the case may be), the *Contractor* shall be liable for Penalties which is the difference in value between the Actual Local Content Spend and the Required Local Content Spend (or the Adjusted Required Local Content Spend, as the case may be) plus an additional percentage of such difference. Such Non-compliance Penalties shall be calculated and levied at the relevant milestones as stipulated in the Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately, in accordance with clause iv below.
- iv. Non-compliance penalties shall apply at the following rate: the difference in value between the Required Local Content Spend and the Actual Local Content Spend, plus 5% of such difference.
- v. In order to guarantee that the *Contractor* meets its obligations in terms of the Local Content Plan or its committed local content undertaking, the *Employer* shall be entitled to retain a Non-compliance Penalty at the rate of 1% of every monthly payment due by the *Employer* to the *Contractor* over the contract period ("the Local Content Retention Amount"). The Local Content Retention Amount shall be set off against any penalties payable by the *Contractor* at any milestone assessment.
- e) Should no penalties be imposed during the duration of the contract, the *Employer* shall refund the full value of the Local Content Retention Amount to the *Contractor* at the end of the contract period.
- f) Should any unpaid penalties remain at the end of the contract period, then without limiting other rights that the *Employer* may have in law, the *Contractor* shall forfeit the Local Content Retention Amount and shall have no further claim against the *Employer* for the repayment of such amount.

Non-compliance Penalty Certificate:

- a) If any Non-compliance Penalty arises, the *Employer* shall issue a Non-compliance Penalty Certificate on the last day of each month during such Non-compliance indicating the Non-compliance Penalties which have accrued during that period.
- b) A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the *Contractor* disputes any of the amounts set out in a Non-compliance Penalty Certificate:
 - the dispute shall be resolved in accordance with the provisions of the Contract; and
 - if pursuant to that referral, it is determined that the *Contractor* owes any amount to the *Employer* pursuant to the Non-compliance Penalty Certificate, then the *Contractor* shall pay such amount to the *Employer* within 10 (ten) Business Days of the determination made pursuant to such determination and an accompanying valid Tax Invoice.

¹ Actual Local Content Spend means the monetary value of local content initiatives actually delivered by the Supplier during the period under review.

² Required Local Content Spend means the monetary value of local content obligations that the Supplier has agreed to deliver during the period under review.

³ Adjusted Required Local Content Spend means any adjustment to the Required Local Content Spend as prescribed by DTI through the process of exemption referred to in clause c) above and as agreed to between the parties, reduced to writing and signed by the parties.

Payment of Non-compliance Penalties:

- a) Subject to Clause i) above, the *Contractor* shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate within 10 (ten) Business Days of the *Employer* issuing a valid Tax Invoice to the *Contractor* for the amount set out in that certificate. If the *Employer* does not issue a valid Tax Invoice to the *Contractor* for Non-compliance Penalties accrued during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.
- b) The *Contractor* shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from the *Employer*, failing which Transnet shall, without prejudice to any other rights of the *Employer* under this Agreement, be entitled to call for payment which may be in any form the *Employer* deems reasonable and appropriate.
- c) It is agreed that the *Employer*, the DTI, the South African Bureau of Standards and/or any of their appointed agents shall be entitled to monitor, evaluate and audit the *Contractor's* compliance with its obligations under the Local Content Plan. To this end, the *Contractor* shall provide its full cooperation to the respective bodies referred to in this clause to ensure that effective monitoring, evaluation and auditing takes place.

The Non-Compliance Penalties set forth in this Clause are stated exclusive of VAT. Any VAT payable on Non-Compliance Penalties will be for the account of the *Contractor*.

Annex C - Cement

Local Content Declaration - Summary Schedule

(C1)	Tender No.	TNPA/2025/10/0008/107713/RFP		
(C2)	Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban		
(C3)	Designated product(s)	Cement		
(C4)	Tender Authority:	Transnet National Ports Authority		
(C5)	Tendering Entity name:			
(C6)	Tender Exchange Rate:	US Dollar		GBP
(C7)	Specified local content %	100%		

Note: VAT to be excluded from all calculations

EU Yen Other

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value-net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
	Cement						

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

Date: _____

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Annex D - Cement

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.	TNPA/2025/10/0008/107713/RFP			Note: VAT to be excluded from all calculations					
(D2) Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban								
(D3) Designated Products:	Cement								
(D4) Tender Authority:	Transnet National Ports Authority								
(D5) Tendering Entity name:									
(D6) Tender Exchange Rate:	US Dollar		GBP	EU		Yen		Other	

A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	
This total must correspond with Annex C - C 21											

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

R 0

Date:

This total must correspond with Annex C - C 23

Annex E - Cement

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	TNPA/2025/10/0008/107713/RFP	Note: VAT to be excluded from all calculations
(E2)	Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban	
(E3)	Designated products:	Cement	
(E4)	Tender Authority:	Transnet National Ports Authority	
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	Cement		
(E9) Total local products (Goods, Services and Works)			

(E10)	Manpower costs	(Tenderer's manpower cost)	
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	
(E13) Total local content			

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

Annex C - Copper Telecoms Cables

Local Content Declaration - Summary Schedule

(C1)	Tender No.	TNPA/2025/10/0008/107713/RFP		
(C2)	Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban		
(C3)	Designated product(s)	Copper Telecoms Cables		
(C4)	Tender Authority:	Transnet National Ports Authority		
(C5)	Tendering Entity name:			
(C6)	Tender Exchange Rate:	US Dollar		GBP
(C7)	Specified local content %	90%		

Note: VAT to be excluded from all calculations

EU Yen Other

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
	Copper Telecoms Cables						

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date: _____

Annex D - Copper Telecoms Cables

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	TNPA/2025/10/0008/107713/RFP		Note: VAT to be excluded from all calculations							
(D2)	Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban									
(D3)	Designated Products:	Copper Telecoms Cables									
(D4)	Tender Authority:	Transnet National Ports Authority									
(D5)	Tendering Entity name:										
(D6)	Tender Exchange Rate:	US Dollar		GBP		EU		Yen		Other	

A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	
This total must correspond with Annex C - C 21											

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						

Signature of tenderer from Annex B

Date:

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

R 0

This total must correspond with Annex C - C 23

Annex E - Copper Telecoms Cables

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	TNPA/2025/10/0008/107713/RFP	Note: VAT to be excluded from all calculations
(E2)	Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban	
(E3)	Designated products:	Copper Telecoms Cables	
(E4)	Tender Authority:	Transnet National Ports Authority	
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	Copper Telecoms Cables		
(E9) Total local products (Goods, Services and Works)			

(E10)	Manpower costs	(Tenderer's manpower cost)	
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	
(E13) Total local content			

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

Annex C - Ducting and Structural Pipework

Local Content Declaration - Summary Schedule

(C1)

Tender No.

TNPA/2025/10/0008/107713/RFP

(C2)

Tender description:

Refurbishment of Queens Warehouse Building, Port of Durban

(C3)

Designated product(s)

Ducting and Structural Pipework

(C4)

Tender Authority:

Transnet National Ports Authority

(C5)

Tendering Entity name:

(C6)

Tender Exchange Rate:

US Dollar

GBP

(C7)

Specified local content %

100%

Note: VAT to be excluded from all calculations

EU

Yen

Other

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
	Ducting and Structural Pipework						

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

Date:

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Annex D - Ducting and Structural Pipework

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	TNPA/2025/10/0008/107713/RFP		Note: VAT to be excluded from all calculations							
(D2)	Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban									
(D3)	Designated Products:	Ducting and Structural Pipework									
(D4)	Tender Authority:	Transnet National Ports Authority									
(D5)	Tendering Entity name:										
(D6)	Tender Exchange Rate:	US Dollar		GBP		EU		Yen		Other	

A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	
This total must correspond with Annex C - C 21											

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

Date:

This total must correspond with Annex C - C 23

Annex E - Ducting and Structural Pipework

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	TNPA/2025/10/0008/107713/RFP	Note: VAT to be excluded from all calculations
(E2)	Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban	
(E3)	Designated products:	Ducting and Structural Pipework	
(E4)	Tender Authority:	Transnet National Ports Authority	
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	Ducting and Structural Pipework		
(E9) Total local products (Goods, Services and Works)			

(E10) **Manpower costs** (Tenderer's manpower cost)

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

Annex C - Fabricated Structural Steel

Local Content Declaration - Summary Schedule

(C1)	Tender No.	TNPA/2025/10/0008/107713/RFP		
(C2)	Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban		
(C3)	Designated product(s)	Fabricated Structural Steel		
(C4)	Tender Authority:	Transnet National Ports Authority		
(C5)	Tendering Entity name:			
(C6)	Tender Exchange Rate:	US Dollar		GBP
(C7)	Specified local content %	100%		

Note: VAT to be excluded from all calculations

EU

Yen

Other

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value-net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
	Fabricated Structural Steel						

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

Date: _____

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Annex D - Fabricated Structural Steel

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.	TNPA/2025/10/0008/107713/RFP			Note: VAT to be excluded from all calculations						
(D2) Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban									
(D3) Designated Products:	Fabricated Structural Steel									
(D4) Tender Authority:	Transnet National Ports Authority									
(D5) Tendering Entity name:										
(D6) Tender Exchange Rate:	US Dollar		GBP		EU		Yen		Other	

A. Exempted imported content

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

Date:

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

R 0

This total must correspond with Annex C - C 23

Annex E - Fabricated Structural Steel

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	TNPA/2025/10/0008/107713/RFP	Note: VAT to be excluded from all calculations
(E2)	Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban	
(E3)	Designated products:	Fabricated Structural Steel	
(E4)	Tender Authority:	Transnet National Ports Authority	
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	Fabricated Structural Steel		
(E9) Total local products (Goods, Services and Works)			

(E10)	Manpower costs	(Tenderer's manpower cost)	
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	
(E13) Total local content			

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

Annex C - Fasteners

Local Content Declaration - Summary Schedule

(C1)	Tender No.	TNPA/2025/10/0008/107713/RFP		
(C2)	Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban		
(C3)	Designated product(s)	Fasteners (Bolts, Nuts, Screws, Rivets & Nails)		
(C4)	Tender Authority:	Transnet National Ports Authority		
(C5)	Tendering Entity name:			
(C6)	Tender Exchange Rate:	US Dollar		GBP
(C7)	Specified local content %	100%		

Note: VAT to be excluded from all calculations

EU Yen Other

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
	Fasteners (Bolts, Nuts, Screws, Rivets & Nails)						

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value	
(C21) Total Exempt imported content	
(C22) Total Tender value net of exempt imported content	
(C23) Total Imported content	
(C24) Total local content	
(C25) Average local content % of tender	

Signature of tenderer from Annex B

Date: _____

Annex D - Fasteners

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.	TNPA/2025/10/0008/107713/RFP			Note: VAT to be excluded from all calculations						
(D2) Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban									
(D3) Designated Products:	Fasteners (Bolts, Nuts, Screws, Rivets & Nails)									
(D4) Tender Authority:	Transnet National Ports Authority									
(D5) Tendering Entity name:										
(D6) Tender Exchange Rate:	US Dollar		GBP		EU		Yen		Other	

A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	
This total must correspond with Annex C - C 21											

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

D. Other foreign currency payments

D. Other foreign currency payments			Calculation of foreign currency payments		Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above					R 0
Signature of tenderer from Annex B					This total must correspond with Annex C - C 23
Date:					

Signature of tenderer from Annex B

Date:

Annex E - Fasteners

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	TNPA/2025/10/0008/107713/RFP	Note: VAT to be excluded from all calculations
(E2)	Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban	
(E3)	Designated products:	Fasteners (Bolts, Nuts, Screws, Rivets & Nails)	
(E4)	Tender Authority:	Transnet National Ports Authority	
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	Fasteners (Bolts, Nuts, Screws, Rivets & Nails)		
(E9) Total local products (Goods, Services and Works)			

(E10) **Manpower costs** (Tenderer's manpower cost)

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

Annex C - Frames (Doors & Windows)

Local Content Declaration - Summary Schedule

(C1)	Tender No.	TNPA/2025/10/0008/107713/RFP			
(C2)	Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban			
(C3)	Designated product(s)	Frames (Doors and Windows)			
(C4)	Tender Authority:	Transnet National Ports Authority			
(C5)	Tendering Entity name:				
(C6)	Tender Exchange Rate:	US Dollar		GBP	
(C7)	Specified local content %	100%			

Note: VAT to be excluded from all calculations

EU Yen Other

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
	Frames (Doors and Windows)						

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

Date: _____

(C20) Total tender value	
(C21) Total Exempt imported content	
(C22) Total Tender value net of exempt imported content	
(C23) Total Imported content	
(C24) Total local content	
(C25) Average local content % of tender	

Annex D - Frames (Doors & Windows)

Imported Content Declaration - Supporting Schedule to Annex C

(D1)

Tender No.

TNPA/2025/10/0008/107713/RFP

(D2)

Tender description:

Refurbishment of Queens Warehouse Building, Port of Durban

(D3)

Designated Products:

Frames (Doors and Windows)

(D4)

Tender Authority:

Transnet National Ports Authority

(D5)

Tendering Entity name:

(D6)

Tender Exchange Rate:

US Dollar

GBP

EU

Yen

Other

Note: VAT to be excluded from all calculations

A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	
This total must correspond with Annex C - C 21											

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

D. Other foreign currency payments

Calculation of foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Summary of payments

Local value of payments
(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

Date:

This total must correspond with Annex C - C 23

R 0

(E1)	Tender No.	TNPA/2025/10/0008/107713/RFP	Note: VAT to be excluded from all calculations
(E2)	Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban	
(E3)	Designated products:	Frames (Doors and Windows)	
(E4)	Tender Authority:	Transnet National Ports Authority	
(E5)	Tendering Entity name:		

(E10)	Manpower costs	(Tenderer's manpower cost)	
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	
(E13) Total local content			

This total must correspond with Annex C - C24

Date: _____

Annex C - Gutters, Downpipes & Launderers

Local Content Declaration - Summary Schedule

(C1)	Tender No.	TNPA/2025/10/0008/107713/RFP		
(C2)	Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban		
(C3)	Designated product(s)	Gutters, Downpipes & Launderers		
(C4)	Tender Authority:	Transnet National Ports Authority		
(C5)	Tendering Entity name:			
(C6)	Tender Exchange Rate:	US Dollar		GBP
(C7)	Specified local content %	100%		

Note: VAT to be excluded from all calculations

EU Yen Other

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
	Gutters, Downpipes & Launderers						

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date: _____

Annex D - Gutters, Downpipes & Launderers

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.	TNPA/2025/10/0008/107713/RFP			Note: VAT to be excluded from all calculations					
(D2) Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban								
(D3) Designated Products:	Gutters, Downpipes & Launderers								
(D4) Tender Authority:	Transnet National Ports Authority								
(D5) Tendering Entity name:									
(D6) Tender Exchange Rate:	US Dollar		GBP	EU		Yen		Other	

A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	
This total must correspond with Annex C - C 21											

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

Date:

This total must correspond with Annex C - C 23

Annex E - Gutters, Downpipes & Launderers

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	TNPA/2025/10/0008/107713/RFP	Note: VAT to be excluded from all calculations
(E2)	Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban	
(E3)	Designated products:	Gutters, Downpipes & Launderers	
(E4)	Tender Authority:	Transnet National Ports Authority	
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	Gutters, Downpipes & Launderers		
(E9) Total local products (Goods, Services and Works)			

(E10) **Manpower costs** (Tenderer's manpower cost)

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

Annex C - High Density Polyethylene (HDPE) Pipes

Local Content Declaration - Summary Schedule

(C1)	Tender No.	TNPA/2025/10/0008/107713/RFP		
(C2)	Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban		
(C3)	Designated product(s)	High Density Polyethylene (HDPE) Pipes		
(C4)	Tender Authority:	Transnet National Ports Authority		
(C5)	Tendering Entity name:			
(C6)	Tender Exchange Rate:	US Dollar		GBP
(C7)	Specified local content %	100%		

Note: VAT to be excluded from all calculations

EU

Yen

Other

Calculation of local content

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
	High Density Polyethylene (HDPE) Pipes						

Tender summary

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date: _____

Annex D - High Density Polyethylene (HDPE) Pipes

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	TNPA/2025/10/0008/107713/RFP			Note: VAT to be excluded from all calculations						
(D2)	Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban									
(D3)	Designated Products:	High Density Polyethylene (HDPE) Pipes									
(D4)	Tender Authority:	Transnet National Ports Authority									
(D5)	Tendering Entity name:										
(D6)	Tender Exchange Rate:	US Dollar		GBP		EU		Yen		Other	

A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	
This total must correspond with Annex C - C 21											

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						

Signature of tenderer from Annex B

Date:

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

R 0

This total must correspond with Annex C - C 23

Annex E - High Density Polyethylene (HDPE) Pipes

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	TNPA/2025/10/0008/107713/RFP	Note: VAT to be excluded from all calculations
(E2)	Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban	
(E3)	Designated products:	High Density Polyethylene (HDPE) Pipes	
(E4)	Tender Authority:	Transnet National Ports Authority	
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	High Density Polyethylene (HDPE) Pipes		
(E9) Total local products (Goods, Services and Works)			

(E10)	Manpower costs	(Tenderer's manpower cost)	
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	
(E13) Total local content			

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

Annex C - Low Voltage

Local Content Declaration - Summary Schedule

(C1)	Tender No.	TNPA/2025/10/0008/107713/RFP		
(C2)	Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban		
(C3)	Designated product(s)	Low Voltage		
(C4)	Tender Authority:	Transnet National Ports Authority		
(C5)	Tendering Entity name:			
(C6)	Tender Exchange Rate:	US Dollar		GBP
(C7)	Specified local content %	90%		

Note: VAT to be excluded from all calculations

EU

Yen

Other

Calculation of local content

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
	Low Voltage						

Tender summary

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total imported content

(C24) Total local content

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date:

Annex D - Low Voltage

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	TNPA/2025/10/0008/107713/RFP			Note: VAT to be excluded from all calculations						
(D2)	Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban									
(D3)	Designated Products:	Low Voltage									
(D4)	Tender Authority:	Transnet National Ports Authority									
(D5)	Tendering Entity name:										
(D6)	Tender Exchange Rate:	US Dollar		GBP		EU		Yen		Other	

A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	
This total must correspond with Annex C - C 21											

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						

Signature of tenderer from Annex B

Date:

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

R 0

This total must correspond with Annex C - C 23

Annex E - Low Voltage

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	TNPA/2025/10/0008/107713/RFP	Note: VAT to be excluded from all calculations
(E2)	Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban	
(E3)	Designated products:	Low Voltage	
(E4)	Tender Authority:	Transnet National Ports Authority	
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	Low Voltage		
(E9) Total local products (Goods, Services and Works)			

(E10) Manpower costs (Tenderer's manpower cost)

(E11) Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) Administration overheads and mark-up (Marketing, insurance, financing, interest etc.)

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

Annex C - Optic Fibre Cables

Local Content Declaration - Summary Schedule

(C1)

Tender No.

TNPA/2025/10/0008/107713/RFP

(C2)

Tender description:

Refurbishment of Queens Warehouse Building, Port of Durban

(C3)

Designated product(s)

Optic Fibre Cables

(C4)

Tender Authority:

Transnet National Ports Authority

(C5)

Tendering Entity name:

(C6)

Tender Exchange Rate:

US Dollar

GBP

(C7)

Specified local content %

90%

Note: VAT to be excluded from all calculations

EU

Yen

Other

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
	Optic Fibre Cables						

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

Date:

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	TNPA/2025/10/0008/107713/RFP	Note: VAT to be excluded from all calculations
(E2)	Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban	
(E3)	Designated products:	Optic Fibre Cables	
(E4)	Tender Authority:	Transnet National Ports Authority	
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	Optic Fibre Cables		
(E9) Total local products (Goods, Services and Works)			

(E10)	Manpower costs	(Tenderer's manpower cost)	
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	
(E13) Total local content			

This total must correspond with Annex C - C24

Date:

Annex D - Optic Fibre Cables

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.	TNPA/2025/10/0008/107713/RFP			Note: VAT to be excluded from all calculations						
(D2) Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban									
(D3) Designated Products:	Optic Fibre Cables									
(D4) Tender Authority:	Transnet National Ports Authority									
(D5) Tendering Entity name:										
(D6) Tender Exchange Rate:	US Dollar		GBP		EU		Yen		Other	

A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	
This total must correspond with Annex C - C 21											

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

Date:

This total must correspond with Annex C - C 23

Annex C - Polyvinyl Chloride (PVC) Pipes

Local Content Declaration - Summary Schedule

(C1)	Tender No.	TNPA/2025/10/0008/107713/RFP		
(C2)	Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban		
(C3)	Designated product(s)	Polyvinyl Chloride (PVC) Pipes		
(C4)	Tender Authority:	Transnet National Ports Authority		
(C5)	Tendering Entity name:			
(C6)	Tender Exchange Rate:	US Dollar		GBP
(C7)	Specified local content %	100%		

Note: VAT to be excluded from all calculations

EU Yen Other

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value-net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
	Polyvinyl Chloride (PVC) Pipes						

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

Date: _____

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Annex D - Polyvinyl Chloride (PVC) Pipes

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	TNPA/2025/10/0008/107713/RFP		Note: VAT to be excluded from all calculations							
(D2)	Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban									
(D3)	Designated Products:	Polyvinyl Chloride (PVC) Pipes									
(D4)	Tender Authority:	Transnet National Ports Authority									
(D5)	Tendering Entity name:										
(D6)	Tender Exchange Rate:	US Dollar		GBP		EU		Yen		Other	

A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	
This total must correspond with Annex C - C 21											

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						

Signature of tenderer from Annex B

Date:

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

R 0

This total must correspond with Annex C - C 23

Local Content Declaration - Supporting Schedule to Annex C

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	Polyvinyl Chloride (PVC) Pipes		
(E9) Total local products (Goods, Services and Works)			

(E10)	Manpower costs	(Tenderer's manpower cost)	
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	
(E13) Total local content			

This total must correspond with Annex C - C24

Date:

Annex C - Roof and Cladding

Local Content Declaration - Summary Schedule

(C1)	Tender No.	TNPA/2025/10/0008/107713/RFP		
(C2)	Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban		
(C3)	Designated product(s)	Roof and Cladding		
(C4)	Tender Authority:	Transnet National Ports Authority		
(C5)	Tendering Entity name:			
(C6)	Tender Exchange Rate:	US Dollar		GBP
(C7)	Specified local content %	100%		

Note: VAT to be excluded from all calculations

EU Yen Other

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value-net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
	Roof and Cladding						

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

Date: _____

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Annex D - Roof and Cladding

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	TNPA/2025/10/0008/107713/RFP		Note: VAT to be excluded from all calculations							
(D2)	Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban									
(D3)	Designated Products:	Roof and Cladding									
(D4)	Tender Authority:	Transnet National Ports Authority									
(D5)	Tendering Entity name:										
(D6)	Tender Exchange Rate:	US Dollar		GBP		EU		Yen		Other	

A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	
This total must correspond with Annex C - C 21											

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						

Signature of tenderer from Annex B

Date:

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

R 0

This total must correspond with Annex C - C 23

Annex E - Roof and Cladding

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	TNPA/2025/10/0008/107713/RFP	Note: VAT to be excluded from all calculations
(E2)	Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban	
(E3)	Designated products:	Roof and Cladding	
(E4)	Tender Authority:	Transnet National Ports Authority	
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	Roof and Cladding		
(E9) Total local products (Goods, Services and Works)			

(E10) **Manpower costs** (Tenderer's manpower cost)

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

Annex C - Storage tanks / geysers

Local Content Declaration - Summary Schedule

(C1)	Tender No.	TNPA/2025/10/0008/107713/RFP		
(C2)	Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban		
(C3)	Designated product(s)	Storage tanks / geysers		
(C4)	Tender Authority:	Transnet National Ports Authority		
(C5)	Tendering Entity name:			
(C6)	Tender Exchange Rate:	US Dollar		GBP
(C7)	Specified local content %	70%		

Note: VAT to be excluded from all calculations

EU

Yen

Other

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
	Storage tanks / geysers						

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total imported content

(C24) Total local content

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date: _____

Annex D - Storage tanks / geysers

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	TNPA/2025/10/0008/107713/RFP		Note: VAT to be excluded from all calculations							
(D2)	Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban									
(D3)	Designated Products:	Storage tanks / geysers									
(D4)	Tender Authority:	Transnet National Ports Authority									
(D5)	Tendering Entity name:										
(D6)	Tender Exchange Rate:	US Dollar		GBP		EU		Yen		Other	

A. Exempted imported content

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

Date:

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

R 0

This total must correspond with Annex C - C 23

Annex E - Storage tanks / geysers**Local Content Declaration - Supporting Schedule to Annex C**

(E1)	Tender No.	TNPA/2025/10/0008/107713/RFP	Note: VAT to be excluded from all calculations
(E2)	Tender description:	Refurbishment of Queens Warehouse Building, Port of Durban	
(E3)	Designated products:	Storage tanks / geysers	
(E4)	Tender Authority:	Transnet National Ports Authority	
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	Storage tanks / geysers		
(E9) Total local products (Goods, Services and Works)			

(E10) **Manpower costs** (Tenderer's manpower cost)(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

(E13) Total local content

This total must correspond with Annex C - C24Signature of tenderer from Annex B

Date:

2.1.4. Returnable Schedules: General

T2.2-12: Record of Addenda to Tender Documents

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

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

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

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

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

Name of Company/Members of Joint Venture:

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.....
.....
.....
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T2.2-14: Risk Elements

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

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

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

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

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

T2.2-15: Proposed Organisation and staffing

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

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

Attached submissions to this schedule:

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T2.2-16: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

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

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

Note to tenderers:

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

A schedule detailing the following:

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

Index of documentation attached to this schedule:

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T2.2-18: 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.

[illegible]

T2.2-19: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as _____

_____ hereby authorise Mr/Ms _____

acting in the capacity of _____, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

I, _____, hereby confirm that I am the sole owner of the
business trading as _____.

Signed

Date

Name

Position

2.1.5. Agreement and Commitment by Tenderer

T2.2-20: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

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

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

IMPORTANT NOTICE TO RESPONDENTS

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

T2.2-21: TENDER DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

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

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

IMPORTANT NOTICE TO RESPONDENTS

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

T2.2-22 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-23: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-24 : ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

Signed	Date
Name _____	Position _____
Enterprise _____	
name _____	

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 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 **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contributor; and
- (c) Any other specific goal determined in the Transnet preferential procurement policy.

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

DESCRIPTION	POINTS	POINTS
PRICE	80	90
B-BBEE Status Level of Contributor 1 or 2	06	03
Local Content and Local Production	04	02
The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to South African companies which are: I. EMEs and/or QSEs black owned	10	05
Non-Compliant and/or B-BBEE Level 3-8 contributors	00	00
Total points for Price and B-BBEE must not exceed	100	100

- 1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (k) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **“Specific goals”** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.
Local Content and Local Production	Returnable Local Content Annexures: • (SDB 6.2, Annexure C, D & E)
The promotion of supplier	• Sub-contracting agreement(s).

development through subcontracting for a minimum of 30% of the value of a contract to South African companies which are:	• Subcontractors B-BBEE Certificate / Sworn – Affidavit / CIPC B-BBEE Certificate as per DTIC guidelines.
I. EMEs and/or QSEs black owned	

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency.
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard.

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.

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

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Construction Sector Codes.

4.5 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contribution 1 or 2: . =(maximum of 06 or 03 points)

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

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

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

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

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

(***Tick applicable box***)

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

Description of Works: Refurbishment of Queens Warehouse building, Port of Durban for a period of eleven (11) months

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 (SBD 4)

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

² 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.

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However,

communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

T2.2-25 : Supplier Code of Conduct

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;

- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
- Gain an improper advantage.

- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).

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

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

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

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

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

Signature

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

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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

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

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

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

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

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

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

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

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

3. **SOLE AGREEMENT**

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

Signed at _____ on this _____ day of _____ 2026

Name: _____

Title: _____

Signature: _____

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

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

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

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

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

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

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

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

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

2. SERVICE LEVELS

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

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

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

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

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

Acceptance of Service Levels:

☐	YES	☐	NO	☐
--------------------------	-----	--------------------------	----	--------------------------

Signed _____ **Date** _____

Name _____ **Position** _____

Tenderer _____

T2.2-28 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

.....
.....

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

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

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

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any

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

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
 - 3.3.1 return all written Confidential Information [including all copies]; and
 - 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer

T2.2-29: CIDB Standard for Contract Skills Development Goals

The contractor shall achieve, in the performance of the contract, the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.43495 of 3 July 2020.

This standard is applicable to a contract, or an order issued in terms of a framework that has a duration of 12 months or more and a contract amount exceeding R20 million in the case of an engineering and construction works, or design and build contract or an order issued in terms of such contract. The Standard is applicable to all CIDB Classes of Works.

This standard establishes a minimum contract skills development goal to be achieved in the performance of a contract in relation to the provision of different types of workplace opportunities, linked to work associated with a contract culminating in or leading to:

- a) a part or full occupational qualification registered on the National Qualification Framework;
- b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012)
- c) a national diploma registered on the National Qualification Framework; and
- d) registration in a professional category by one of the professional bodies listed in the standard

The standard is obtainable from the CIDB's website www.cidb.org.za

The following construction skills development goals (%) for different classes of engineering and construction works contracts will apply:

Class of construction works as identified in terms of the cidb regulation		Construction skills development goal (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil Engineering and General Building	0.375
EB	Electrical Engineering work (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering	0.25
	Specialist works	0.25

In the case of the Standard there are no returnable documents notwithstanding the Employer shall provide the proforma documents that shall be completed by the contractors after award of the contract within the stipulated period. (Form A1 List of Recognised Skills Development Agencies, Form A2 Baseline Training Plan, Form A3 Project Interim Report, Form A4 Supervisor Agreement, Form A5 Project Completion Report)

PRO-FORMA DOCUMENTS ARE ATTACHED AS ANNEXURE A

Note 1: In the case of the CIDB Standard for Skills Development there are NO returnable documents (except for pricing the relevant section of the Bill of Quantities). Following award of the contract to the successful tenderer, the employer shall provide to the Contractor the following documents which shall be completed by the Contractor and submitted within the stipulated period.

- o A1 – List of Recognized Skills Development Agencies (21 days after acceptance),*
- o A2 – Baseline Training Plan (21 days after acceptance),*
- o A3 – Project Interim Report (21 days after the end of each reporting period),*
- o A4 – Supervisor Agreement (21 days after acceptance), and*
- o A5 – Project Completion Report (21 days after Final Completion)*

In respect of the CIDB Standard for Indirect Targeting & Enterprise Development, there are NO returnable documents (except for pricing the relevant section of the Bill of Quantities). Following award of the contract to the successful tenderer, the employer shall provide to the Contractor the following documents which shall be completed by the Contractor and submitted within the stipulated period:

- o The Needs Analysis (60 days after acceptance),*
- o The Project Interim Report (21 days after the end of each reporting period),*
- o The Project Completion Report (21 days after Final Completion), and*
- o The Declaration (21 days after acceptance).*

T2.2-30: JOB-CREATION SCHEDULE

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

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

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

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

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

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

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

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

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

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

Year 1	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

T2.2-31 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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

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

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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

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

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

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

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

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

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

7 PREVIOUS TRANSGRESSIONS

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

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

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

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

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

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

- 9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:
- must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
 - 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:
- Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
 - Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
 - 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
 - Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.

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

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

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

Signature

Date

2.1.6. Bonds / Guarantees / Financial / Insurance

T2.2-32: Forecast Rate of Invoicing

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

Index of documentation attached to this schedule:

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T2.2-33: Insurance provided by the *Contractor*

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

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

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

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1 April 2026

To Whom It May Concern,

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

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

INSURED:	Transnet (SOC) Limited
PERIOD:	1 April 2026 to 31 March 2027 (Both days inclusive) DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority, Transnet Port Terminals and Transnet Rail Infrastructure Manager
THE INSURED'S VAT NO:	4720103177 THE INSURED'S
COMPANY REGISTRATION NO:	1990/000900/30
POSTAL ADDRESS (Head Office):	96 Rissik Street, Braamfontein, Johannesburg, PO Box 72501, Parkview 2122

CONTRACT WORKS INSURANCE

Cover Provided	Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.
Insurer(s)	Santam, Consort and Hollard Insurance
Lead Insurer's Policy Number	MZAR35023-CAR
The Contract Site	Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.
Territorial Limits	The Republic of South Africa.
The Contractor	All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;
Sub-Contractors	All Sub-Contractors employed by the Contractor and all other Sub-Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement; transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; project

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

Provincial & Government:

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

Insured Contracts

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

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

Definitions

- 1) "Off-shore contracts" means all works and installations in the sea or on the seabed including dredging which are accessible only by ship boat barge or helicopter and do not constitute normal wet works like harbours moles bridges wharves or sewage or cooling water intake or outlet facilities. "OffShore Contracts" shall include oilrigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not apply to pre-fabrication works on land associated with an Off-Shore Contract.
- 2) *"Wet Risk Contracts" shall mean any Contract and/or Works where more than thirty-five (35) percentile of its value is in a permanent body of water or is below the high water mark of any tidal body of water. The term shall include contracts for the construction of wharves, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to on-shore facilities and canal developments. Wet Risks shall exclude Off- Shore Contracts;*
- 3) "Dam Contracts", which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;
- 4) *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 5) *Tunnels" means Tunnels (Including declines) involving all of the following;*
 - a) *Works below ground level; and*
 - b) *Tunnelling machinery below ground level; and*
 - c) *A tunnelling crew operating the machinery below ground level;*
 - d) *But shall not include Horizontal Directional Drilling Contracts*
- 6) *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 7) *"Underground Mining Contracts", which shall mean any contract involving underground mining.*

Testing Period

120 Days not consecutive.

Maintenance Period

24 Months

Main Policy Extensions

- Costs & Expenses - Limited to a maximum of R50,000,000.
- Expediting Measures—Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.

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Main Policy Exclusions

- Costs & Expenses For Removal Of Debris No Damage - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor– Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000
- Public Relationship Costs - Limited to a maximum of R1,000,000.
- Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000
- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000
- Search & Locate Costs - Limited to a maximum of R20,000,000.
- Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- Escalation during Construction–30%
- Marine Contribution Clause
- Claim Preparation Costs–Limited to a maximum of R10,000,000
- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 10% of the total estimated contract value in the aggregate.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Cyber and Data

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- Beneficial Occupation—12 months
- Risk Mitigation—Safety Measures with Respect to Precipitation, Flood and Inundation—10 years return period

Deductibles

In respect of loss or damage:

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

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

Contracts with a contract value

0 to R100,000,000

R100,000,001 to R250,000,000

R250,000,001 to R500,000,000

R500,000,001 to R1,000,000,000

Minimum wet risk deductible

Electrical Cables, Wiring and

Accessories

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

Major perils

R25,000

R50,000

R100,000

R150,000

R100,000 per occurrence to apply

10% of claim minimum R100,000

Minor perils

R15,000

R15,000

R25,000

R25,000

Contracts with a contract value

0 to R500,000,000

R500,000,001 to R1,000,000,000

Deductible

R1,000,000 per occurrence

R1,500,000 per occurrence

PUBLIC LIABILITY

Cover Provided

Insurer

Policy Number

Territorial Limits

Insured Contracts

Contract Works Public Liability—cover the Insured's legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.

Santam

6000/132335

The Republic of South Africa.

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

- Contracts which at award stage have a value in excess of R 1,000,000,000.
- Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For

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Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period).

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

Policy Limits

Contractors Public Liability

R100,000,000 any one occurrence / unlimited during the Period of Insurance

Contractors Negligent Removal or weakening of Support

R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance.

Statutory Legal Defence Costs

*R5 000 000 in the aggregate during the Period of Insurance.

Arrest / Assault / Defamation

*R5 000 000 in the aggregate during the Period of Insurance.

Prevention of Access

*R5 000 000 in the aggregate during the Period of Insurance.

Trespass / Nuisance

*R5 000 000 in the aggregate during the Period of Insurance.

Claims Preparation Costs

R5 000 000 any one occurrence

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

Deductible(s)

R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and

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Accidental Pollution and/or Goods on the Hook and/or R150,000 in respect of Developers Removal of Support.

General Policy Exclusions

The policy does not cover:-

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

PROFESSIONAL INDEMNITY

Cover Provided

Professional Indemnity

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

Insurer
Policy Number
Jurisdiction
Insured Contracts

Santam

6000/132337

Worldwide excluding North America

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

- a) Contracts which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.

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- e) Contracts in or on any aircraft.
- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Limit Of Indemnity

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

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

Policy Extension Limits Of Indemnity

Claims Preparation Costs

*R7,500,000 in the aggregate during the policy period of insurance.

Loss of Documents

*R2,000,000 in the aggregate during the policy period of insurance.

Statutory Defence Costs

*R5,000,000 in the aggregate during the policy period of insurance.

Defamation

*R5,000,000 in the aggregate during the policy period of insurance.

Infringement of Copyright

*R5,000,000 in the aggregate during the policy period of insurance.

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

Deductibles

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

Policy Special Conditions

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

Policy Main Exclusions

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

- Excludes all consequential loss other than cost of re-design, rectification and replacement because of the defect.
- Excludes Supervision.
- Excludes liability arising out of environmental impairment / pollution Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.

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- Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other non-compensating damages of any kind.
- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.
- Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.
- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor.
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion
- Grid Failure

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

Langa Sigodi

A stylized, handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the left.

Account Executive: Corporate and Global Markets

T2.2-34: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor
(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of
tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date

T2.2-35: Three (3) years audited financial statements.

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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.....
.....

Contractor:

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

Contractor:

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

Contractor:

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

2.1.7. Transnet Vendor Registration Form

T2.2-36 SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxxxx):

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

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

	Education al Institution	Specialise d Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office
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Your Current Company's VAT Registration Status	
VAT Registration Number	
If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status	
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.	

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

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

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

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

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

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

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

Supplier Development Information Required

EMPOWERING SUPPLIER

An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one

YES ☐ NO ☐

criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes. In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.	
FIRST TIME SUPPLIER A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1st time.	YES ☐ NO ☐
SUPPLIER DEVELOPMENT PLAN Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).	YES ☐ NO ☐
DEVELOPMENT PLAN DOCUMENT 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.	YES ☐ NO ☐ *If Yes- Attach supporting documents
ENTERPRISE DEVELOPMENT BENEFICIARY A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES ☐ NO ☐
SUPPLIER DEVELOPMENT BENEFICIARY A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES ☐ NO ☐
GRADUATION FROM ED TO SD BENEFICIARY	

When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES ☐ NO ☐
ENTERPRISE DEVELOPMENT RECIPIENT	
A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	YES ☐ NO ☐

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

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature:

Designation:

Date:

Commissioner of Oaths

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

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

Commissioner of Oaths

APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

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

3. I hereby declare under Oath that:

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

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

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

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

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

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

Date:

APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as means 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- - before 27 April 1994; or - on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.
Definition of "Black Designated Groups"	Black Designated Groups means: - unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; - Black people who are youth as defined in the National Youth Commission Act of 1996; - 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; - Black people living in rural and under developed areas; - Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;

3. I hereby declare under Oath that:

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

- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%
- Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of (DD/MM/YYYY), the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, by ticking the applicable box.

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

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

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

Deponent Signature:

.....

Date:

.....

Commissioner of Oaths

Signature & stamp

Date:

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

Yes No

1. Complete the "Supplier Declaration Form" (SDF) (commissioned). See attachment.		
2. Complete the "Supplier Code of Conduct" (SCC). See attachment.		
3. Copy of cancelled cheque OR letter from the bank verifying banking details (with bank stamp not older than 3 Months & sign by Bank Teller).		
4. Certified (Not Older than 3 Months) copy of Identity document of Shareholders/Directors/Members (where applicable).		
5. Certified copy of certificate of incorporation, CM29 / CM9 (name change).		
6. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC).		
7. A letter with the company's letterhead confirming both Physical and Postal address.		
8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.		
9. BBBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency and/or Sworn Certified Affidavit.		
10. Central Supplier Database (CSD) Summary Registration Report.		

The Contract

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.1: Form of Offer & Acceptance

Offer

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

Refurbishment of Queens Warehouse building, Port of Durban for a period of eleven (11) months.

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

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

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

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

Signature(s)

Name(s)

Capacity
**For the
tenderer:**

Name &
signature of
witness

.....
Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s) _____

Name(s) _____

Capacity _____

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

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

Name &
signature of
witness

Date _____

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		

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

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

For the tenderer:

For the *Employer*

Signature(s) _____
Name(s) _____

Capacity _____

**for the
*Employer***

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

Name &
signature of
witness

Date _____

C1.2 Contract Data (Parts 1 & 2)

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		B: Priced contract with Bill of Quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X5: Sectional Completion
		X7 Delay damages
		X13 Performance Bond
		X16 Retention
		X18 Limitation of liability
		Z Additional conditions of contract

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

10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: Transnet Corporate Centre 96 Rissik Street Braamfontein Johannesburg Gauteng 2017
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority Transnet SOC Ltd Queens Warehouse 237 Mahatma Gandhi Road 1ST Floor Durban 4000
10.1	The <i>Project Manager</i> is: (Name)	T.B.A.
	Address	Queens Warehouse 237 Mahatma Gandhi Road 1ST Floor Durban
	Tel	T.B.A.
	e-mail	T.B.A.
10.1	The <i>Supervisor</i> is: (Name)	T.B.A.
	Address	Queens Warehouse 237 Mahatma Gandhi Road 1ST Floor Durban
	Tel No.	T.B.A.
	e-mail	T.B.A.
11.2(13)	The <i>works</i> are	Refurbishment of Queens Warehouse building, Port of Durban for a period of eleven (11) months)

11.2(14)	The following matters will be included in the Risk Register	➤ Working in close proximity to operations. ➤ Traffic Congestion. ➤ Unforeseen damage to existing unknown underground services.								
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1. Description of the Site and its surroundings”								
11.2(16)	The Site Information is in	Part C4								
11.2(19)	The Works Information is in	Part C3								
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.								
13.1	The <i>language of this contract</i> is	English								
13.3	The <i>period for reply</i> is	Two (2) weeks								
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i> .								
3	Time									
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	15 October 2027								
30.1	The <i>access dates</i> are	<table><tr><th>Part of the Site</th><th>Date</th></tr><tr><td>1 Phase 1 (2nd & ground Floor)</td><td>05 February 2027</td></tr><tr><td>2 Phase 2 (1st floor)</td><td>10 May 2027</td></tr><tr><td>3 Phase 3 (Ground floor)</td><td>13 August 2027</td></tr></table>	Part of the Site	Date	1 Phase 1 (2nd & ground Floor)	05 February 2027	2 Phase 2 (1st floor)	10 May 2027	3 Phase 3 (Ground floor)	13 August 2027
Part of the Site	Date									
1 Phase 1 (2nd & ground Floor)	05 February 2027									
2 Phase 2 (1st floor)	10 May 2027									
3 Phase 3 (Ground floor)	13 August 2027									
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	Two (2) weeks of the Contract Date.								
31.2	The <i>starting date</i> is	20 November 2026 (provisional date, to be updated on award)								

32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Two (2) weeks.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
4	Testing and Defects	
42.2	The <i>defects date</i> is	Fifty-Two (52) weeks after Completion of the whole of the <i>works</i>.
43.2	The <i>defect correction period</i> is	Two (2) weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Rand Merchant Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius the number of days with snow lying at 08:00 hours South African Time.
	The place where weather is to be recorded (on the Site) is:	The <i>Contractor's</i> Site establishment area

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

Durban Weather Station

and which are available from:

South African Weather Service 012 367 6023 or info3@weathersa.co.za.

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

3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
	Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."
84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is The <i>Contractor</i> provides these additional Insurances	
	The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended. 1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected	

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

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

If no *Adjudicator nominating body* is entered, it is:

the Association of Arbitrators (Southern Africa)

W1.4(2) The *tribunal* is:

Arbitration

W1.4(5) The *arbitration procedure* is

The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)

The place where arbitration is to be held is

Durban, Kwa-Zulu Natal, South Africa

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

X5 Sectional Completion

X5.1 The *completion date* for each *section* of the *works* is:

Section

Description

Completion date

1

Phase 1

09 December 2026

2

Phase 2

26 April 2027

3

Phase 3

22 June 2027

X5 & X7 Sectional Completion and delay damages used together

X7.1 Delay damages for late
X5.1 Completion of the *sections* of the *works* are:

<i>Section</i>	<i>Description</i>	<i>Amount per day</i>
1	Phase 1	Six Thousand Three Hundred Rand (R6 300)
2	Phase 2	Six Thousand Three Hundred Rand (R6 300)
3	Phase 3	Six Thousand Three Hundred Rand (R6 300)

X13 Performance bond

X13.1 The amount of the performance bond is

Five percent (5%) of the total of the Prices including VAT.

X16 Retention

X16.1 The retention free amount is

Nil

The retention percentage is

Ten percent (10%) on all payments certified.

Limitation of liability

X18.1 The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to:

Nil

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 deductible of the relevant insurance policy

X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	Five (5) years after Completion of the whole of the <i>works</i>

Z ***Additional conditions of contract are:***

Z1 **Obligations in respect of Subcontracting**

Z1.1 The *Contractor's* Subcontracting percentage as detailed in the tender submission Returnable T2.2-21 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the *Contractor* has failed in full to meet the material term of the contract, which may constitute a reason for termination.

Z1.2 The *Contractor* shall report to the *Employer* on a monthly basis during the term of the Contract, the amounts spent on each subcontractor.

Z1.3

In addition to Clause 26.2. The *Contractor* may not replace any sub-contractor without acceptance of the *Project Manager*. The *Project Manager* shall before acceptance of a replacement by the *Contractor* of any sub-contractor as detailed in the tender submission Returnable T2.2-21, obtain representations or input from the initial sub-contractor to make an informed decision as to the proposed replacement. The sub-contracting arrangement/contract remains between the *Contractor* and sub-contractor.

Z1.4

The *Contractor* shall provide to the *Employer*, upon receiving an instruction to do so, any documentation and/or evidence required by the *Employer*, which in the *Employer's* opinion would be necessary to verify whether the *Contractor* has maintained the subcontracting percentage. The *Contractor* shall provide the said documentation and/or evidence within the period stated in the instruction. The provision of the documentation and/or evidence shall not constitute a compensation event.

Z1.5	The <i>Contractor's</i> Subcontracting percentage as detailed in the tender submission Returnable T2.2- 18 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the material term of the contract, which may constitute a reason for termination.
Z2	Additional clause relating to Performance Bonds and/or Guarantees
Z2.1	The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i>.
Z3	Protection of Personal Information Act
Z3.1	The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

Z4 Additional clauses relating to Joint Venture

Z4.1

Insert the additional core clause 27.5

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

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

- **A brief description of the Contract and the Deliverables;**
 - **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**
 - **The constituent's interests;**
 - **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**
 - **Details of an internal dispute resolution procedure;**
-

Z4.1

- **Written confirmation by all of the constituents:**
 - i. **of their joint and several liabilities to the *Employer* to Provide the Works;**
 - ii. **identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;**
 - iii. **Identification of the roles and responsibilities of the constituents to provide the Works.**
- **Financial requirements for the Joint Venture:**
 - iv. **the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;**
 - v. **the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**

Z4.2

Insert additional core clause 27.6

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

Z5	Additional obligations in respect of Termination	
Z5.1		The following will be included under core clause 91.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and Under the second main bullet, insert the following additional bullets after the last sub-bullet: • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
Z5.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows: Amend "A reason other than R1 – R21" to "A reason other than R1 – R23" Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z6	Right Reserved by the Employer to Conduct Vetting through SSA	
Z6.1		The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations:
Z6.1		1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.

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

Z7 Additional Clause Relating to Collusion in the Construction Industry

Z7.1 The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

Z8 Transfer of rights The *Employer* owns the *Contractor's* rights over material, including but not limited to design and documentation, prepared for this contract by the *Contractor* except as stated otherwise in the Works Information. The *Contractor* obtains other rights for the *Employer* as stated in the Works Information and obtains from a Sub-*Contractor* or third-party equivalent rights for the *Employer* of the material prepared by the Sub-*Contractor*. The *Contractor* provides to the *Employer* the documents which transfer these rights to the *Employer* at no costs to the *Employer*.

Z9	The first <i>assessment interval</i>	
Z9.1		In the event that the <i>Contractor</i> is not loaded on the vendor data base, the <i>Project Manager's</i> first assessment of the amount due will be done once the <i>Contractor</i> has been successfully loaded as a vendor on the <i>Employers</i> data base following submitting all valid updated documents to the Procurement officer. Therefore, on NEC ECC Clause 50.1 the following text is removed in its entirety "and is no later than the <i>assessment interval</i> after the <i>starting date</i> "
Z10	Additional Clause Relating to the <i>Employer's</i> rights to take appropriate action	
Z10.1	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	
Z10.1.1		Any declared, exposed or confirmed tender rigging. The <i>Consultant</i> further undertakes: not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract.

Z10.1.2

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

Z10.1.3

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

Z10.1.4

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

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

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

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

Blacklisting by any State Entity on the National Treasury database.

Z11 **Time**

Z11.1 ***Clause 33.2. is added as an additional clause.***

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

Z12	Compensation Events
Z12.1	Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the <i>Contractor</i>.
Z13	Limitation of liability
Z13.1	Add to core clause 82.1 and X18 For the avoidance of doubt the parties expressly agree that the total liability of the <i>Contractor</i> to the <i>Employer</i> applies jointly and severally across all organisations comprising of the <i>Contractor</i>.
Z14	Additional clauses relating to cession of rights
Z14.1	The <i>Contractor</i> shall not cede any rights under this contract without the approval of the <i>Employer</i>.
Z14.2	The <i>Employer</i> may on written notice to the <i>Contractor</i> cede and assign its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the <i>Employer</i>.

Z15 Additional clauses relating to interpretation of the law

Z15.1 Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the *Employers' Agent* or *Adjudicator* does not constitute a waiver of rights and does not give rise to an Estoppel or Lien, unless the Parties agree otherwise and confirm such an agreement in writing.

Z16 *Employer's Step-in rights*

Z16.1 If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within two (2) weeks of the notification of the default by the *Project Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any sub-consultant or Supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*.

Z16.2

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

Z17 Local Content Obligations

Z17.1

In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.2-09 Declaration Certificate of Local Production and Content, the *Contractor* has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors:

- Roof and Cladding
- Ducting and Structural Pipework
- Gutters, downpipes & launders

Z17.1	• Polyvinyl Chloride (PVC) Pipes • High Density Polyethylene (HDPE) Pipes • Cement • Fasteners (Bolts, nuts, screws, rivets and nails) • Frames (Doors and Windows) • Fabricated Structural steel • Electrical Cable Products Low Voltage • Optic Fibre Cables • Copper Telecoms Cables • Storage tanks / geysers
Z17.2	The <i>Contractor</i> is required to note that the <i>Employer</i>, the Department of Trade, Industry and Competition [DTIC] and/or the body appointed by the DTIC as the verification authority for local content may conduct compliance audits with regard to the Local Production and Content requirements.
Z17.3	The <i>Contractor</i> is required to continuously update Declarations C, D and E of the Local Production and Content Declaration commitments with the actual local content values for the duration of the contract. The <i>Contractor</i> shall report to the <i>Employer</i> on a monthly basis during the term of the Contract, the amounts spend on Local Production and Content for the designated sectors for the duration of the contract.

Z17.4	The <i>Contractor</i> must refer to Schedule A attached to the Returnable Schedule T2.2-09 Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.
Z17.5	Breach of Local Production and Content commitments provides the <i>Employer</i> cause to terminate the contract.
Z18 CIDB BUILD Standard Contract Skills Development Goal (CSDG) & Contract Participation Goals (CPG)	The <i>Contractor</i> shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.43495 of 3 July 2020. The CSDG stipulated for this contract is 0.25 %. And The <i>Contractor</i> shall achieve in the performance of the contract the Contract Participation Goals (CPG) relating to the engagement of targeted enterprises as established in the CIDB Standard for Indirect Targeting for Enterprise Development through Construction <i>works</i> Contracts Gazette Notice No.36190 of 25 February 2013.

Z19	Obligations in respect of Job Creation
Z19.1	It will be a material term of this contract that the <i>Contractor</i> must contribute to the <i>Employer's</i> job-creation objectives as set out in Returnable Schedule T2.2-30
Z19.2	The <i>Contractor's</i> undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.2-30 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the <i>Contractor</i> has failed in full to meet this specific material term of the contract, which may constitute a reason for termination.
Z19.3	The <i>Contractor</i> shall provide to the <i>Employer</i> , on a monthly basis or upon receiving an instruction to do so by the <i>Project Manager</i> , any documentation and/or evidence required by the <i>Employer</i> , which in the <i>Employer's</i> opinion would be necessary to verify whether the <i>Contractor</i> has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2-30. The <i>Contractor</i> shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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

	Experience:	
3	Name:	
	Job: HVAC Technician	
	Responsibilities:	
	Qualifications:	
	Experience:	
4	Name:	
	Job: Electrical Technician	
	Responsibilities:	
	Qualifications:	
	Experience:	
5	Name:	
	Job: Safety Officer	
	Responsibilities:	
	Qualifications:	
	Experience:	
6	Name:	
	Job: Environmental Officer	
	Responsibilities:	
	Qualifications:	
	Experience:	
		CV's (and further key persons data including CVs) are appended to Contract Data Part Two.
11.2(14)	The following matters will be included in the Risk Register	
B	Priced contract with bill of quantities	

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Part C1: Contract Data
Contract Data provided by the *Employer*

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:		

FEE PERCENTAGE GUIDELINES

CONTRACT DATA PART 2: DATA BY THE CONTRACTOR

- Fee percentages: Tenderers to indicate their fee percentages (i.e. Direct Fee, Subcontract Fee, People Overhead Fee and Equipment Fee).
- Fee percentages do not affect the submitted tender price, however they will be reviewed and taken into consideration during the adjudication process.

In an **NEC3 Engineering and Construction Contract (ECC)**, fee percentages are used to calculate the amount payable to the contractor over and above the **Defined Cost**. These percentages vary depending on the type of cost and the contract option used. Here's a breakdown of how they work:

Types of Fee Percentages in NEC3 ECC

Clause 11.2(8) - Direct Fee Percentage

- This is the Contractor's mark-up or profit percentage applied to Compensation Events.
- Applied to the **Defined Cost** of the contractor’s own resources (e.g., labor, equipment, materials).
- Covers profit and overheads for the contractor’s direct work.
- Specified in **Contract Data Part Two**.

Clause 11.2(8) - Subcontracted Fee Percentage

- This fee applies to Compensation Events involving subcontracted work.
- Applied to the **Defined Cost** of subcontracted work.
- Covers management, coordination, risk, and administration associated with subcontractors.
- Also specified in **Contract Data Part Two**.

Clause 41 in SSCC - Working Areas Overhead Percentage

- This percentage is applied when Compensation Events involve additional labour resources.
- Applied to certain items in the **Schedule of Cost Components** (e.g., travel, subsistence).
- Covers overheads related to the working area (site-based costs).
 - Supervision
 - Site accommodation
 - Administration
 - Welfare facilities
 - Support personnel
- Added before applying the direct fee percentage

Important Notes

- Only **one fee percentage** applies to any one cost item - either direct or subcontracted, not both.
- If a cost is **not listed** in the Schedule of Cost Components, it is assumed to be covered by the fee (Clause 52.1).
- The **Project Manager** can audit and verify Defined Costs (Clauses 52.2 and 52.3)

In an **NEC3 ECC contract**, the **design overhead percentage** applies specifically to **design work carried out outside the working areas**. Here's how it works:

Clause 21 in SSCC - Equipment in the Published List

- This percentage applies when equipment costs are assessed as part of a Compensation Event.
- Covers the Contractor's costs associated with providing and managing equipment.
- Applied to equipment costs or published equipment rates.

Clause SSCC 62 - Design Overhead Percentage

Applies where additional design work is required due to a Compensation Event.

Where It Applies:

- Covers design management, administration, professional indemnity, software, office support, and related design overheads.
- Only to **design work done outside the working areas**.
- If designers are **co-located on site**, their costs are treated like any other site-based personnel and attract the **Working Areas Overhead Percentage** instead

How It's Used:

- The **design overhead percentage** is stated in **Contract Data Part Two**.
- It is applied to the **Defined Cost** of design work (e.g., salaries, expenses) to cover the contractor’s overheads related to off-site design activities

Schedule of Cost Components:

- Design costs are listed under **Component 6** in the Schedule of Cost Components.
- The percentage is applied to the total cost of design personnel and resources used outside the working areas.

Working Areas vs. Non-Working Areas:

- **Working Areas Overhead Percentage** applies to people working on-site
- **Design Overhead Percentage** applies to off-site design work only.

C1.3 Form of Guarantee

C1.3 Forms of Securities

Pro forma Performance Guarantee

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

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

Option X13: Performance bond

The pro forma document for this Guarantee is provided here for convenience but is to be treated as part of the *Works Information*.

The organisation providing the Guarantee does so by copying the pro forma document onto its letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

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

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

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

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

Transnet SOC Ltd
C/o Transnet National Ports Authority
Transnet Corporate Centre
96 Rissik Street
Braamfontein
Johannesburg
Gauteng
2017

Date:

Dear Sirs,

Performance Bond for Contract No. TNPA/2025/10/0008/107713/RFP

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

Transnet SOC Limited, Registration No. 1990/000900/30

(the *Employer*) and

{Insert registered name and address of the *Contractor*}

(the *Contractor*), for

{Insert details of the *works* from the Contract Data}

(the *works*).

I/We the undersigned

on behalf of the
Guarantor

of physical address

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

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

3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.
4. This bond will lapse on the earlier of
 - the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
 - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:

(say)

R _____

8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed _____ on _____ day of _____ 2026
at _____ this _____

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

Part C2: Pricing Data – Option B

Part C2: Pricing Data

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions for Bill of Quantities	7
C2.2	Bill of Quantities	85

C2.1 Pricing Instructions

C2.1 Pricing instructions: Option B

1. The *conditions of contract*

B.U.I.L.D PROGRAMME STANDARDS

The contractor shall determine the contract skills participation goals, expressed in Rand, which shall not be less than the contract amount multiplied by a percentage (0.25%) factor as required by the Standard for the applicable class of construction works. (CSDG).

Transnet has determined the percentage (30% sub-contracting) to be paid for the Contract Participation Goal (CPG) on the contract, and this amount shall be stated under the section Enterprise Development as a Provisional Sum in the Preliminaries and Generals (P&Gs). (Indirect Targeting)

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

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

Identified 11
and defined 11.2
terms

(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 except the Preliminary and General Items.

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

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

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

1.2 Function of the Bill of Quantities

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

1.3 Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (April 2013) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

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

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

2 Measurement and Payment

2.2 Symbols

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

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal

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

2.2 General assumptions

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

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

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

2.2.3 The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.

2.2.4 Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.

2.2.5 Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.

2.2.6 An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.

2.2.7 The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.

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

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

2.2.10 All fluctuations in foreign exchange rates will only be applied on a proven cost basis to the actual cost of the imported materials excluding any mark-ups, labour and profit, etc.

2.2.11 All provisional sums stated in the bills of quantities will be treated as compensation events and based on defined costs using the shorter schedule of costs components.

2.2.12 Contract Skills Development Goals (CSDG)

The contractor shall determine the CSDG expressed in Rand, which shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of construction works.

The contractor's attention is brought to the following:

The *Employer* shall include a line item under the Skills Development in the Final Tender Summary section described as "Minimum Contract Skills Development Goal (CSDG)" as illustrated in table below:

To prevent a tender being non-responsive, the *Employer* shall bring to the Contractor's attention the required CSDG percentage (%) as prescribed in the final tender summary section. The percentage (%) factor multiplied by the subtotal of the tender amount will determine the minimum CSDG that needs to be achieved in the contract.

Payment to the contractor to accommodate Work Integrated Learners and Candidates for Professional Registration:

The contractor shall apportion the cost of accommodating work integrated learners (P1 and P2 learners) and candidates for professional registration by using Table 3 in the Standard and this cost will be used to determine the value in Rand and will be added to the provisions for training as provided for in the Preliminary & General section in the Bill of Quantities/ Pricing schedules/ Activity schedule.

Supervisors and Mentors

Payment to the contractor for supervision and mentoring Part/ Full occupational qualification and Trade qualification learners:

The *Employer* shall make no provision for an additional payment item for the payment of the supervisor and/or mentors for the provision of training as provided for in the Preliminary & General section of the Bill of quantities/ Pricing schedules/ Activity schedule for the training of part time/ full-time occupational learners and/ or trade qualification learners.

Payment to the contractor for supervision and mentoring Work Integrated Learners and Candidates for professional registration:

The *contractor* shall apportion the cost of mentoring work integrated learners (P1 and P2 learners) and candidates for professional registration by using Table 3 in the Standard and will form part of the cost as provided for in the Preliminary & General section in the Bill of Quantities/ Pricing schedules/ Activity schedules for training.

Indirect Targeting – Enterprise Development

The *Employer* shall determine the percentage to be paid for the Contract Participation Goal (CPG) on the contract and this amount shall be stated under the section Enterprise Development as a Provisional Sum in the Preliminaries and Generals (P&Gs).

The rates illustrated in table 3 are the recommended rates to guide the *Employer* to determine the amount for Enterprise Development per targeted enterprise. The

Employer may adjust these rates which may be affected by factors such as location of the project. The *Employer* must include this amount as a Provisional Sum in the Preliminary and General (P&G) section as illustrated.

2.3 Departures from the method of measurement

N/A

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.

Table 2: Construction skills development goals for different classes of engineering and construction works contracts.

Class of construction works as identified in terms of the cidb regulation		Construction skills development goal (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil Engineering and General Building	0.375
EB	Electrical Engineering work (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering	0.25
	Specialist works	0.25

**Table 3: The notional cost of providing training opportunities per quarter.**

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
Method 1					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
Method 2					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
Method 3					
P1 and P2 learners	R24 000	R20 000	R4 500	R48 500	N/A
Method 4					
Candidates with a 3 year diploma	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 4 year qualification	R47 000	R20 000	R4 500	R71 500	R20 000

C2.2 Bill of Quantities

SECTION NO. 1

PRELIMINARIES

		Amount
<u>SECTION NO. 1</u>		
<u>PRELIMINARIES</u>		
<u>PREAMBLES</u>		
<u>Fixed preliminary items</u>		
Fixed preliminary items will be valuated and paid on a proven cost basis up to the total value		
<u>Time related preliminary items</u>		
Time related preliminary items will be paid on the proportion of: Value of the price of work done to date per the Project Manager's assessment (excluding activities directly related to materials, escalation and compensation events) over the contract value excluding preliminaries costs		
<u>FIXED PRELIMINARY ITEMS</u>		
<u>Contractual requirements</u>		
1	Contractual requirements, sureties, insurances, etc.	Item
<u>Establishment of facilities on site</u>		
2	Offices for engineer, staff	Item
3	Notice boards, etc.	Item
<u>Facilities for the contractor</u>		
4	Tools and equipment	Item
5	Workshops	Item
6	Ablutions and latrine facilities	Item
7	Water supplies, electric power and communications	Item
8	Offices and storage sheds	Item
9	Dealing with dust	Item
10	Equipment	Item
11	Access	Item
12	Removal of site establishment	Item
<u>Other Fixed-charge obligations</u>		
13	Health and safety (items priced as per T2.2-7a: TNPA Health and Safety Cost Breakdown)	Item
14	Environmental	Item
15	Dealing with traffic	Item
Carried To Section Summary		R
Section No. 1		
Bill No. 1		
Preliminaries		

		Amount	
16	As-built surveys	Item	
17	Security	Item	
<u>Enterprise Development (CIDB B.U.I.L.D Program) - Indirect Targeting for Enterprise Development through Construction Works Contracts, Gazette Notice No. 36190 of 25 February 2013</u>			
<u>(a) Enterprise Development of Targeted Enterprise or JV Partners</u>			
18	(a.1) Needs analysis and Enterprise Development Plans for Targeted Enterprises (allowance based on five (5) targeted enterprises)	Prov Sum	25,000.00
19	(a.2) Monitoring and interim reporting for Targeted Enterprises per quarter for the duration of the contract (allowance based on a four (4) quarters)	Prov Sum	80,000.00
20	(a.3) Project completion reporting for Targeted Enterprises (allowance based on five (5) targeted enterprises)	Prov Sum	25,000.00
	Total (a.1+a2.+a3.)	Prov Sum	80,000.00
<u>Contract Participation Goal (CPG) in relation to Subcontracting / Supplier Development of Targeted Enterprises as a Condition of Tender to be in accordance with Indirect Targeting for Enterprise Development through Construction Works Contracts, Gazette Notice No. 36190 of 25 February 2013</u>			
21	It is required that the contractor shall achieve a CPG of 30% (by value) via sub-contracting. The value is determined as the contract value (excluding VAT, escalation, contingencies) of the contract including labour and material to EME's and QSE's. This amount is to include all costs associated with the management of all sub-contractors associated with the Contract Participation Goal (CPG)	Item	
TIME RELATED PRELIMINARY ITEMS			
22	Time related preliminary obligations may relate to fixed preliminary items and items not listed	Item	
	Time related obligations		
Carried To Section Summary		R	
Section No. 1			
Bill No. 1			
Preliminaries			

		Amount
<u>SECTION NO. 1</u>		
<u>PRELIMINARIES</u>		
<u>SECTION SUMMARY</u>		
	Page	
Brought forward from page	2	
Brought forward from page	3	
Carried to Final Summary		R
Section No. 1		
SECTION SUMMARY		

SECTION NO. 2

QUEENS WAREHOUSE

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>QUEENS WAREHOUSE</u> <u>BILL NO. 1</u> <u>ALTERATIONS</u> <u>PREAMBLES</u> The Contractor is Referred to the relevant Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill <u>SUPPLEMENTARY PREAMBLES</u> <u>View site</u> Before submitting his tender the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials salvageable from the alterations. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained <u>General</u> The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to tenants in the building and to adjoining premises and their tenants. He shall provide proper protection and provide , erect and remove when directed , any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the project manager Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc. Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc.) <u>REMOVAL OF EXISTING WORK</u> <u>Breaking down and removing brickwork, etc.</u>				
1	One brick walls	m ²	5	
Carried to Collection				R
Section No. 2				
Bill No. 1				
Alterations				

Transnet National Ports Authority

Tender Number: TNPA/2025/10/0008/107713/RFP

Description of Services: Refurbishment of Queens Warehouse, Port of Durban for a period of eleven (11) months

		Unit	Quantity	Rate	Amount
	<u>Taking out and removing aluminium shopfronts complete, including doors, floor boxes, springs, etc. making good all work disturbed</u>				
2	2600 x 1200mm Shopfront	No	1		
3	3310 x 2590mm High Shopfront	No	1		
4	2350 x 2850mm High Shopfront	No	1		
5	3940 x 3056mm High Shopfront	No	1		
6	3000 x 2590mm High Shopfront	No	1		
7	1870 x 2590mm Shopfront	No	1		
8	1500 x 1200mm Shopfront	No	1		
9	2400 x 1200mm Shopfront	No	1		
10	2635 x 1200mm Shopfront	No	1		
	<u>Taking out and removing doors, windows, etc. including thresholds, sills, etc., including making good cement plaster on reveals (making good paintwork elsewhere)</u>				
11	Glazed timber double door and frame, size 1700 x 2600mm high from one brick wall	No	4		
12	Glazed timber double door and frame, size 930 x 2600mm high from one brick wall	No	4		
13	Timber single door and frame 900 x 2100m high overall from one brick wall	No	4		
14	Timber fire door and push bar, size 813 x 2032mm high from steel frame making good all work disturbed	No	3		
15	Timber single door and frame 930 x 2100m high overall from one brick wall	No	1		
16	Timber double door and frame 1600 x 2100m high overall from one brick wall	No	1		
17	Timber double door and frame 1732 x 2100m high overall from one brick wall	No	1		
	<u>Taking out and remove existing ironmongery</u>				
18	Panic touch bar from double door	No	2		
	<u>Taking out existing ironmongery and set aside, and allow for re-installation at a later stage</u>				
19	WC indicator bolts from timber doors	No	30		
	Carried to Collection			R	
	Section No. 2				
	Bill No. 1				
	Alterations				

Transnet National Ports Authority

Tender Number: TNPA/2025/10/0008/107713/RFP

Description of Services: Refurbishment of Queens Warehouse, Port of Durban for a period of eleven (11) months

		Unit	Quantity	Rate	Amount
20	Towel rail not exceeding 1000mm long from wall	No	2		
21	Vandal proof toilet roll holder from wall	No	30		
22	Hat and coat hook from timber door	No	15		
	<u>Taking out/off and removing sundry metalwork</u>				
23	Steel balustrades 1000mm high from concrete, including making good work disturbed	m	6		
24	Existing semi-circular screens with diameter of 1937mm x 1020mm high and fitted 4500mm high above floor level	No	55		
25	Diamond mesh bird proofing and steel framing including making good all work disturbed	m ²	70		
26	Expandable gates, size 930 x 2100mm high including all necessary framing, fixings, etc.	No	4		
	<u>Taking out/off and removing sundry metalwork and hand over to Client</u>				
27	Removal of sem-circular shade screens fixed approximately 4500mm high from floor level and make good all work disturbed	No	55		
	<u>Taking out/off and removing glass from steel windows, including cleaning out rebates and preparing for new glass (new glass e.m)</u>				
28	Glass from steel windows not exceeding 0.1m2	No	12		
29	Glass from steel windows not exceeding 0.15m2	No	8		
30	Glass from steel windows not exceeding 0.2m2	No	4		
31	Mirror 400 x 600mm high from wall	No	30		
	<u>MAKING GOOD OF FINISHES ETC</u>				
	<u>Making good asphalt surface</u>				
32	40-60mm Thick premix to parking area in patches including any additional preparation, tack coat, etc.	m ²	50		
	<u>OPENINGS THROUGH EXISTING WALLS ETC</u>				
	<u>Breaking out for and forming plain openings through brick walls, including prestressed concrete lintels, making good cement plaster on both sides and into reveals and with 20 MPa concrete thresholds with steel trowelled finish (making good paintwork elsewhere)</u>				
33	Opening 800 x 2100mm high through one brick wall	No	2		
	Carried to Collection			R	
	Section No. 2				
	Bill No. 1				
	Alterations				

Transnet National Ports Authority
Tender Number: TNPA/2025/10/0008/107713/RFP
Description of Services: Refurbishment of Queens Warehouse, Port
of Durban for a period of eleven (11) months

		Unit	Quantity	Rate	Amount
	<u>Coring through existing one brick walls including making good all work disturbed</u>				
34	50mm Diameter for waste pipe & water supplies	No	3		
35	110mm Diameter for waste pipe	No	2		
	<u>Breaking up and removing roadworks, etc.</u>				
36	40-60mm Thick asphalt	m ²	50		
37	Average 150mm thick asphalt ramp	m ²	2		
	<u>Breaking up and removing reinforced concrete, including cutting off and removing reinforcement</u>				
38	Concrete bollard with an overall size 300 x 300 x 750mm high including bases	No	1		
	<u>Saw cutting existing surfaces, etc.</u>				
39	Saw cutting 40-60mm thick premix	m	30		
	<u>Taking down and removing roofs, floors, panelling, ceilings, partitions, etc.</u>				
40	Corrugated sheet steel roof coverings, flashings, sisalation, etc.	m ²	287		
41	Corrugated sheet cladding to walls	m ²	64		
42	Drywall partitions 2600mm high, including doors, glazed borrowed lights, etc.	m	30		
43	Acoustic tile suspended ceilings, including suspension grid, hangers, cornices, etc	m ²	494		
44	1200 x 600mm Acoustic ceiling tiles only from existing grids	m ²	1,157		
45	Flush plastered gypsum plasterboard suspended ceilings, including suspension grid, hangers, cornices, etc	m ²	12		
46	Flush plastered gypsum plasterboard ceilings and preparing existing surface to receive new plasterboard (plasterboard e.m)	m ²	96		
	<u>Taking out and removing sundry joinery work, fittings, etc.</u>				
47	Timber wall cupboard 3000 x 430 x 600mm high	No	1		
48	Timber wall cupboard 1200 x 300 x 600mm high	No	1		
49	L shaped timber wall cupboard, overall size 5600 x 300 x 600mm high	No	1		
	Carried to Collection			R	
	Section No. 2				
	Bill No. 1				
	Alterations				

10

11

[illegible]

Transnet National Ports Authority
Tender Number: TNPA/2025/10/0008/107713/RFP
Description of Services: Refurbishment of Queens Warehouse, Port
of Durban for a period of eleven (11) months

BILL NO. 1
ALTERATIONS
COLLECTION

Amount

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Section No. 2
Bill No. 1
Alterations

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>QUEENS WAREHOUSE</u> <u>BILL NO. 2</u> <u>EARTHWORKS</u> <u>PREAMBLES</u> The Contractor is Referred to the relevant Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill <u>Carting away of excavated material</u> Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site <u>EARTHWORKS (PROVISIONAL)</u> <u>EXCAVATION, FILLING, ETC OTHER THAN BULK</u> <u>Excavation in earth not exceeding 2m deep</u>				
1	Trenches	m ³	15	
<u>Extra over all excavations for carting away</u>				
2	Surplus material from excavations and/or stock piles on site, to a dumping site to be located by the contractor	m ³	10	
<u>Risk of collapse of excavations</u>				
3	Sides of bulk excavations not exceeding 1,5m deep	m ²	42	
<u>FILLING, ETC</u> <u>Earth filling obtained from the excavations and/or prescribed stock piles on site, compacted to 90% Mod AASHTO density</u>				
4	Backfilling to trenches, holes, etc.	m ³	5	
<u>Compaction of ground surfaces</u>				
5	Compaction of natural or excavated ground surface under floors etc by wetting and compacting	m ²	28	
Carried To Section Summary				R
Section No. 2				
Bill No. 2				
Earthworks				

Transnet National Ports Authority
Tender Number: TNPA/2025/10/0008/107713/RFP
Description of Services: Refurbishment of Queens Warehouse, Port
of Durban for a period of eleven (11) months

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u>				
<u>QUEENS WAREHOUSE</u>				
<u>BILL NO. 3</u>				
<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>				
<u>PREAMBLES</u>				
The Contractor is Referred to the relevant Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill				
<u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>				
<u>30Mpa/19mm concrete</u>				
1	Strip footings	m ³	8	
2	Silt trap footings	m ³	2	
<u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>				
<u>30MPa/19mm concrete</u>				
3	Surface beds	m ³	8	
<u>CONCRETE SUNDRIES</u>				
<u>Finishing top surfaces of concrete smooth with a wood float</u>				
4	Surface beds, slabs, etc	m ²	80	
<u>MOVEMENT JOINTS ETC</u>				
<u>Two layers of 250 micron dampproof course (One layer of 0,6mm UPVC Plastic) in slip joints between horizontal concrete and brick surfaces including cement mortar bed</u>				
5	Exceeding 300mm wide	m ²	80	
<u>Horizontal construction joints through concrete including thick cement slurry to one face</u>				
6	Surface beds not exceeding 300mm thick	m	55	
<u>REINFORCEMENT</u>				
<u>Fabric reinforcement</u>				
7	Ref 193 Mesh fabric reinforcement in concrete surface beds etc	m ²	80	
Carried To Section Summary				R
Section No. 2				
Bill No. 3				
Concrete, Formwork And Reinforcement				

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u>				
<u>QUEENS WAREHOUSE</u>				
<u>BILL NO. 4</u>				
<u>MASONRY</u>				
<u>PREAMBLES</u>				
The Contractor is Referred to the relevant Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill				
<u>SUPPLEMENTARY PREAMBLES</u>				
<u>BRICKWORK IN FOUNDATIONS (PROVISIONAL)</u>				
<u>Brickwork of NFP bricks in class II mortar</u>				
1	Half brick walls	m ²	7	
2	One brick walls	m ²	22	
<u>BRICKWORK IN SUPERSTRUCTURE</u>				
<u>Brickwork of NFX bricks in class II mortar</u>				
3	Half brick walls	m ²	50	
4	One brick walls	m ²	120	
<u>2,5mm Brickwork reinforcement</u>				
5	150mm Wide reinforcement built in horizontally	m	550	
6	75mm Wide reinforcement built in horizontally	m	221	
<u>Prestressed fabricated concrete lintels including necessary temporary supports</u>				
7	110 x 75mm Lintels in lengths not exceeding 3m	m	15	
<u>STONWORK OF SLATE, MARBLE, GRANITE, QUARTZ, ETC.</u>				
<u>Setting out</u>				
Care shall be exercised in setting out the work, the preparation of templates and the checking of the detail drawings. All measurements shall be taken on the site where necessary.				
<u>Damaged work</u>				
Damaged quartz shall be discarded and replaced at the contractor's expense. No touching up will be permitted except in exceptional cases with the project manager's consent				
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	Unit	Quantity	Rate	Amount
<u>Drawings</u>				
Reference is to be made to the drawings issued separately with these bills of quantities				
<u>20mm White quartz floating counter tops to match existing with all exposed edges polished, fixed to and including 30 x 30mm galvanised support brackets primed and painted fixed at 700mm centres including front and side panels, etc. to match counter top</u>				
8 Counter top size 6111 x 600 x 200mm high including 6 no. cut-outs to receive wash hand basin (basin elsewhere measured)	No	1		
9 Counter top size 4900 x 600 x 200mm high including 5 no. cut-outs to receive wash hand basin (basin elsewhere measured)	No	1		
10 Counter top size 3430 x 600 x 200mm high including 4 no. cut-outs to receive wash hand basin (basin elsewhere measured)	No	1		
11 Counter top size 3400 x 600 x 200mm high including 4 no. cut-outs to receive wash hand basin (basin elsewhere measured)	No	2		
12 Counter top size 2600 x 600 x 200mm high including 3 no. cut-outs to receive wash hand basin (basin elsewhere measured)	No	3		
13 Counter top size 1557 x 600 x 200mm high including 1 no. cut-out to receive wash hand basin (basin elsewhere measured)	No	1		
14 Counter top size 1700 x 600 x 200mm high including 2 no. cut-out to receive wash hand basin (basin elsewhere measured)	No	2		
15 Counter top size 780 x 600 x 200mm high including 1 no. cut-out to receive wash hand basin (basin elsewhere measured)	No	1		
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<u>SECTION NO. 2</u> <u>QUEENS WAREHOUSE</u> <u>BILL NO. 5</u> <u>WATERPROOFING</u> <u>PREAMBLES</u> The Contractor is Referred to the relevant Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill <u>DAMPPROOFING OF WALLS AND FLOORS</u> <u>One layer 250 micron green polyethylene waterproof sheeting (SANS 952-1985 type C) sealed at laps with PVC self-adhesive tape</u>				
1	Under surface beds	m ²	80	
	<u>Cementitious waterproofing membrane including any necessary wall preparation, undercoating and necessary coating after membrane installation all in accordance with the manufacturer's instructions</u>			
2	On shower floors	m ²	3	
3	On shower walls	m ²	15	
<u>WATERPROOFING TO ROOFS ETC</u> <u>Five coat membrane reinforced liquid acrylic waterproofing applied in accordance with the manufacturer's written instructions</u>				
4	On waterproofing to turn-ups not exceeding 300mm high	m	30	
<u>WATERSTOPS, SEALING STRIPS, JOINT SEALANTS, ETC</u> <u>Silicone sealing compound including backing cord, bond breaker, primer, etc</u>				
5	10 x 20mm In expansion joints in floors including raking out expansion joint filler as necessary	m	20	
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Waterproofing				

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>QUEENS WAREHOUSE</u> <u>BILL NO. 6</u> <u>ROOF COVERINGS</u> <u>PREAMBLES</u> The Contractor is Referred to the relevant Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill <u>PROFIED METAL SHEETING AND ACCESSORIES</u> <u>0.9mm A7 Profile aluminium sheeting, colour: PVDF on one side fixed to timber purlins all in accordance with the manufacturer's instructions</u>				
1	m ²	287		
2	m ²	64		
3	m	26		
4	m	26		
<u>ROOF AND WALL INSULATION</u> <u>Multi-layered reinforced double-sided aluminium foil sheeting in accordance with SANS 1381-4 with a mass of not less than 293g/m² and a Class I fire rating in accordance with SANS 0177-3</u>				
5	m ²	195		
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	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>QUEENS WAREHOUSE</u> <u>BILL NO. 7</u> <u>CARPENTRY AND JOINERY</u> <u>PREAMBLES</u> The Contractor is Referred to the relevant Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill <u>SUPPLEMENTARY PREAMBLES</u> References given in descriptions refer to the roof structure detailed on the architect's drawing numbered (accompanying these bills of quantities for tender purposes) Dimensions in descriptions of trusses are nominal and actual measurements are to be obtained from the architect/engineer and/or taken on site before design or fabrication commences <u>ROOFS, ETC.</u> <u>Timber roof construction</u>				
1	No	1		
Design, manufacture, supply, and fix in position complete roof structure with overall size 14000 x 5000mm including 38 x 114mm rectangular frame, 38 x 114mm rafters at 1200mm centres, 38 x 38mm timber battens at 300mm centres with frame bolted to wall and fixed to top of shopfront framework including all necessary rafter brackets, anchor screws, fixings, etc.				
2	No	1		
Design, manufacture, supply, and fix in position complete roof structure with overall size 4500 x 5000mm including 38 x 114mm rectangular frame, 38 x 114mm rafters at 1200mm centres, 38 x 38mm timber battens at 300mm centres with frame bolted to wall and fixed to top of shopfront framework including all necessary rafter brackets, anchor screws, fixings, etc.				
3	No	1		
Design, manufacture, supply, and fix in position complete roof structure with overall size 4000 x 5000mm including 38 x 114mm rectangular frame, 38 x 114mm rafters at 1200mm centres, 38 x 38mm timber battens at 300mm centres with frame bolted to wall and fixed to top of shopfront framework including all necessary rafter brackets, anchor screws, fixings, etc.				
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		Unit	Quantity	Rate	Amount
	<u>EAVES, VERGES, ETC</u>				
	<u>Medium density plain fibre-cement fascia boards</u>				
4	228 x 12mm Fascias and boards screwed to timber frame and but jointed with screws countersunk	m	38		
	<u>FLOORS</u>				
	<u>Wrought meranti</u>				
5	Timber slats in various lengths approximately 140mm wide x 70mm thick fixed to existing timber supports with countersunk screws	m	7		
	<u>TIMBER DOORS, WINDOWS, ETC.</u>				
	<u>Fire doors</u>				
6	Class B fire door 1730 x 2090mm high with 2mm aluminium sheeting on both sides including pressed steel frame for one brick wall and preparing frame for door closer and lock	No	2		
7	46mm Fire door with commercial veneer, size 894 x 2090mm high including pressed steel frame for one brick wall and preparing frame for door closer and lock	No	4		
8	46mm Fire door with commercial veneer, size 894 x 2090mm high including fixing to existing steel frame	No	1		
	<u>DOORS, ETC.</u>				
	<u>Solid chipcore flush doors with commercial veneer on both sides</u>				
9	44mm Door 813 x 2032mm high	No	5		
	<u>FRAMED FRAMES, MULLIONS, TRANSOMS, ETC</u>				
	<u>Wrought meranti</u>				
10	44 x 76mm Frames	m	25		
	<u>JOINERY SUNDRIES</u>				
	<u>Wrought meranti</u>				
11	Slatted seats, etc of 44 x 44mm wide slats at 60mm centres, chamfered on both sides, screwed to steel framing including 4 no. holes on each slat (steel framing elsewhere)	m ²	2		
12	Slatted seats, etc of 44 x 44mm wide slats at 50mm centres, chamfered on both sides, screwed to steel framing including 4 no. holes on each slat (steel framing elsewhere)	m ²	1		
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		Unit	Quantity	Rate	Amount
13	SF8 Shopfront enclosure panel to form around beam and adjacent window panel	No	1		
	<u>FITTINGS</u>				
	<u>Kitchen cupboards with approved hinges, flat bar handles, telescopic drawer slides with 16mm gloss white board doors with backing and impact edging all round</u>				
14	Floor cupboard overall size 1500 x 600 x 2400mm high with top, sides, bottom, division, shelf, back and double hinged doors, necessary framework	No	1		
15	Wall cupboard overall size 1200 x 450 x 600mm high with top, sides, bottom, division, shelf, back and double hinged doors, necessary framework	No	1		
16	L-Shaped wall cupboard, overall size 5600 x 450 x 600mm high with top, sides, bottom, division, shelf, back and double hinged doors, necessary framework	No	1		
	<u>Kitchen cupboards with approved hinges, 128mm flat bar handles, with 16mm gloss white board doors with backing and impact edging all round fitted with and including 20mm 'cream' quartz with all exposed edges and surfaces polished. All specified items to have an equal and approved alternatives</u>				
17	L-Shaped floor cupboard including quartz, overall size 5600 x 600 x 900mm high with top, sides, bottom, division, shelf, back and double hinged doors, necessary framework	No	1		
18	L- Shaped floor cupboard including quartz, overall size 4500 x 600 x 900mm high with top, sides, bottom, division, shelf, back and double hinged doors, necessary framework and drawers	No	1		
19	Floor cupboard including quartz, overall size 3000 x 600 x 900mm high with top, sides, bottom, division, shelf, back and double hinged doors, necessary framework and drawers	No	1		
20	L- Shaped floor cupboard including quartz, overall size 4400 x 600 x 900mm high with top, sides, bottom, division, shelf, back and double hinged doors, necessary framework and drawers	No	1		
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		Unit	Quantity	Rate	Amount
21	Sink cupboard including quartz, overall size 4400 x 600 x 900mm high with top, sides, bottom, division, shelf, back and double hinged doors, necessary framework and drawers (under counter sink elsewhere) Sink counter quartz to be shaped to drain into undercounter sink	No	1		
22	Sink cupboard including quartz, overall size 4000 x 600 x 900mm high with top, sides, bottom, division, shelf, back and double hinged doors, necessary framework and drawers (under counter sink elsewhere) Sink counter quartz to be shaped to drain into undercounter sink	No	1		
23	Sink cupboard including quartz, overall size 3000 x 600 x 900mm high with top, sides, bottom, division, shelf, back and double hinged doors, necessary framework and drawers (under counter sink elsewhere) Sink counter quartz to be shaped to drain into undercounter sink Kitchen cabinet with approved hinges, 128mm flat bar handles with 16mm gloss white board doors with backing and impact edging all round. All specified items to have an equal and approved alternatives.	No	1		
24	Floor cabinet, overall size 650 x 600 x 2100mm high with top, sides, bottom, division, shelf, back and hinged doors, necessary framework, etc. <u>Reception desk top including counter top complete with all fixtures fittings, cladding, etc., manufactured, supplied and installed in accordance with the architect's drawing</u>	No	5		
25	Reception desk & counter, size 2431 x 1374 x 1054mm high (drawing no. XDNE.E.0037-1-100-A-LA000-01 Rev 0B)	No	1		
26	Reception desk & counter, size 1789 x 1054mm high (drawing no. XDNE.E.0037-1-100-A-LA000-01 Rev 0B)	No	1		
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Carpentry And Joinery

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>QUEENS WAREHOUSE</u> <u>BILL NO. 8</u> <u>CEILINGS PARTITIONS AND ACCESS FLOORING</u> <u>PREAMBLES</u> The Contractor is Referred to the relevant Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill All steel components for ceilings, partitions, etc are to be galvanised in accordance with SANS 121 <u>SUSPENDED CEILINGS</u> <u>1200 x 600 x 6mm Calcium silicate ceiling tiles with white vinyl face and foil backing laid in and including pre-painted exposed suspension grid system with shadowline cornice fixed at 400mm centres with main tees at 1200mm centres and cross tees at 600mm centres including hangers, necessary hold-down clips and wedges, etc.</u>				
1	Suspended ceiling tiles and grid not exceeding 1m fixed to timber rafters at 1200mm centres	m ²	386	
<u>1200 x 600mm Pre-painted exposed suspension grid system with shadowline cornice fixed at 400mm centres with main tees at 1200mm centres and cross tees at 600mm centres including hangers, necessary hold-down clips and wedges, etc.</u>				
2	Ceiling grid only in patches fixed to timber trusses at 1200mm centres	m ²	300	
<u>1200 x 600 x 6mm Calcium silicate ceiling tiles with white vinyl face and foil backing laid in existing ceiling grid system</u>				
3	1200 x 600 x 6mm ceiling tiles only	m ²	1,457	
<u>NAILED-UP CEILINGS</u> <u>12mm Taper-edge gypsum plasterboard with taped joints and the whole finished with gypsum plaster trowelled to a smooth polished surface to the thickness recommended by the manufacturer</u>				
4	Horizontal portion of bulkhead 451mm wide including standard steel banderling at 300mm centres, joined with joiner sections and hung with suspension brackets to existing supporting framework	m	16	
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5	Horizontal portion of bulkhead 1200mm wide including standard steel brander at 300mm centres, joined with joiner sections and hung with suspension brackets to existing supporting framework	m	11		
6	Vertical portion of bulkhead 300mm high including standard steel brander at 300mm centres, joined with joiner sections and hung with suspension brackets to existing supporting framework	m	29		
7	Vertical portion of bulkhead 250mm high including standard steel brander at 300mm centres, joined with joiner sections and hung with suspension brackets to existing supporting framework	m	23		
	<u>9,5mm Taper-edge gypsum plasterboard with taped joints and the whole finished with gypsum plaster trowelled to a smooth polished surface to the thickness recommended by the manufacturer</u>				
8	Ceilings including 38 x 38mm sawn softwood brander at 300mm centres	m ²	110		
	<u>DRYWALL PARTITIONS</u>				
	<u>89mm Thick partitions with 12.5mm thick board cladding on both sides</u>				
9	Partition 4532 x 3000mm high with bottom track plugged to floor and vertical side fixed to wall and other to aluminium shopfront and top track fixed to timber rafters (P1)	No	1		
10	Partition 4462 x 3000mm high with bottom track plugged to floor and vertical side fixed to wall and other to aluminium shopfront and top track fixed to timber rafters (P2)	No	1		
11	Extra over partition 3m high for fair end	No	2		
	<u>89mm Thick partitions with bottom track plugged to floor an top track fixed to ceiling tees</u>				
12	Partitions 2720mm high including aluminium closure panel to top of exposed partitions including 75mm aluminium skirting on both sides	m	4		
13	Extra over 2720mm high partitions for vertical abutment	No	2		
14	Partitions 2300mm high including aluminium closure panel to top of exposed partitions including 75mm aluminium skirting on both sides	m	17		
15	Extra over 2300mm high partitions for vertical abutment	No	4		
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16	Extra over 2300mm high partitions for corner	No	2		
17	Extra over 2300mm high partitions for fair end	No	1		
	<u>94mm Thick fire rated partitions (60 minute) with bottom track plugged to floor an top track fixed to underside of concrete slab</u>				
18	Partitions 3000mm high including aluminium including 75mm aluminium skirting on both sides	m	4		
19	Extra over 3000mm high partitions for vertical abutment	No	2		
	<u>Insulation</u>				
20	63mm Thick glass wool sound insulation in cavity of partitioning	m ²	60		
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<u>SECTION NO. 2</u> <u>QUEENS WAREHOUSE</u> <u>BILL NO. 9</u> <u>FLOOR COVERINGS</u> <u>PREAMBLES</u> The Contractor is Referred to the relevant Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill <u>Fixing</u> <u>FLOOR COVERINGS, WALL LININGS, ETC.</u> Floor coverings, wall linings, etc shall, where applicable, be fixed with adhesive as recommended by the manufacturers of the flooring, linings, etc. <u>FLOOR COVERINGS</u> <u>500 x 500mm Carpet tiles (PC R500/m²) and add for approved adhesive, labour, cutting, wastage, mark-up, etc.</u>				
1	m²	355		
<u>500 x 500mm Carpet tiles (PC R420/m²) and add for approved adhesive, labour, cutting, wastage, mark-up, etc.</u>				
2	m²	3,009		
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<u>SECTION NO. 2</u> <u>QUEENS WAREHOUSE</u> <u>BILL NO. 10</u> <u>IRONMONGERY</u> <u>PREAMBLES</u> The Contractor is Referred to the relevant Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill <u>HINGES, BOLTS, ETC</u> <u>Ironmongery to comply with European standards and suitable grades for high commercial traffic and use</u> 1 102 x 75 x 3mm Ball stainless steel two ball bearing brass hinge No 52 2 19mm Diameter Stainless steel dust proof socket No 16 3 150 x 20mm Aluminium lever flush bolt with keep fixed to concrete No 9 4 600 x 20mm Aluminium lever action flush bolt with keep fixed to concrete No 18 5 Satin chromium plated double action floor spring hinge with stand open feature, including adjustable top centre and with box let into concrete No 6 <u>CATCHES, CABIN HOOKS, ETC.</u> <u>Ironmongery to comply with European standards and suitable grades for high commercial traffic and use</u> 6 Heavy duty double roller catch No 11 <u>LOCKS</u> <u>Ironmongery to comply with European standards and suitable grades for high commercial traffic and use</u> 7 Stainless steel euro-profile cylinder dead lock No 23 8 Stainless steel euro-style escutcheon No 34 9 Rebate conversion set No 8 10 Two point (top and bottom) locking panic touch bar for double fire door No 4 Carried to Collection R Section No. 2 Bill No. 10 Ironmongery				
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<u>SECTION NO. 2</u> <u>QUEENS WAREHOUSE</u> <u>BILL NO. 11</u> <u>STRUCTURAL STEELWORK</u> <u>PREAMBLES</u> The Contractor is Referred to the relevant Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill <u>SUPPLEMENTARY PREAMBLES</u> <u>Descriptions</u> Descriptions of bolts shall be deemed to include nuts and washers <u>BOLTS, FASTENERS, ETC</u> <u>Bolts</u> 1 M20 High tensile bolts (class 8.8) 100mm long <u>STEEL PLATES, BRACING, ETC</u> <u>Steel plates, etc.</u> 2 200 x 70 x 5mm Hot dip galvanised steel plates					
		No	80.00		
		No	12.00		
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<u>SECTION NO. 2</u> <u>QUEENS WAREHOUSE</u> <u>BILL NO. 13</u> <u>METALWORK</u> <u>PREAMBLES</u> The Contractor is Referred to the relevant Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill <u>GALVANISED STEEL BALUSTRADING</u> <u>Ball and tube balustrade welded and bolted to ramps</u>				
1	Raking balustrading 1000mm high of 32mm diameter continuous pipe top and bottom rails and 45mm diameter stanchions at average 1000mm centres bolted to concrete including all necessary, bolts, base plates, end plates, fixings, etc.	m	7	
2	Extra over for short bend	No	1	
3	Extra over for end closure to raking balustrade	No	4	
<u>Steel balustrades formed of 40 x 40 x 5mm angle iron posts with top and bottom welded with 40 x 40 x 5mm plates with bottom holed for fixing to concrete and top holed for fixing to and including 60mm diameter stainless steel handrail with posts holed for an including stainless steel cables including all necessary fixings, etc. all in accordance with the architect's drawings</u>				
4	Balustrade to ramps	m	7	
5	Extra over 60mm diameter handrail for 90 degree bend	No	1	
6	Extra over 60mm diameter handrail for stainless steel end closure including additional welding, polishing, etc.	No	4	
<u>ALUMINIUM SHOPFRONTS</u> <u>Powder coated aluminium shopfronts, complete with sub frames, doors, ironmongery, glass, sealing, etc and fixing to brickwork, concrete and or steel beams and columns. All ironmongery excluding hinges are measured elsewhere. Frames and sections to be epoxy powder coated 'Gloss White'</u>				
7	Purpose made shopfront, overall size 5613 x 5670mm high (SF1)	No	1	
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		Unit	Quantity	Rate	Amount
8	Purpose made shopfront, overall size 4332 x 3025mm high & 9039 x 2636mm above (SF2)	No	1		
9	Purpose made shopfront, overall size 3940 x 3056mm high (SF3)	No	1		
10	Purpose made aluminium single door, overall size 930 x 2100mm high (SF4)	No	3		
11	Purpose made aluminium double door and top light, overall size 1630 x 2300mm high (SF5)	No	2		
12	Purpose made aluminium glazed panel, size 719 x 2860mm high & 719 x 2731mm high above beam (SF8)	No	1		
13	Purpose made shopfront, overall size 7826 x 2772mm high with double door (SF04)	No	1		
14	Purpose made shopfront, overall size 6300 x 2772mm high with double door and single door (SF05)	No	1		
15	Purpose made shopfront, overall size 2258 x 2772mm high (SF06)	No	1		
16	Purpose made shopfront, overall size 2675 x 2772mm high with single door (SF02)	No	1		
17	Purpose made shopfront, overall size 2675 x 2772mm high with single door (SF03)	No	1		
18	Purpose made shopfront, overall size 3028 x 2772mm high with single door (SF01)	No	1		
19	Purpose made shopfront, overall size 3000 x 2850mm high with 2000 x 2850mm high sliding double door including all necessary sliding mechanisms, rollers, etc. suitable for automation (automation e.m)	No	1		
20	Purpose made side light/panel, overall size 560 x 2850mm high	No	2		
21	Purpose made single door with glazed panel above, overall size 930 x 2600mm high	No	4		
22	Purpose made double door with glazed panels above, overall size 1700 x 2600mm high	No	4		
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		Unit	Quantity	Rate	Amount
<u>GALVANISED STEEL MINOR WORK</u>					
<u>Fixing accessories to seating, etc.</u>					
23	L-shaped bracket of 40 x 40 x 3mm angle section 780mm girth mitred and welded at angle and twice holed for bolts on vertical section and holed 9 times on horizontal surface to receive slats (slats elsewhere measured) including 16mm diameter bracing rod approximately 550mm long welded to angle on two ends	No	4		
24	Slatted seat support frame formed 40 x 40 x 3mm angle section 1200mm girth with 2 No. 40 x 40 x 3mm hollow section each with 405mm girth welded to angles section including 4 No 16mm diameter bracing rod approximately 550mm long welded to angle and hollow section including 2 No. base plates, size 250 x 120 x 5mm with 2 No. 5mm thick flanges welded on two sides of each base plate and 4 times holed and bolted to floor	No	4		
<u>Bird proofing formed of casement 30.5 approved window sections with interim supports vertical and horizontal at 750mm centres, all powder coated white and fitted with plastic 20 x 20mm diamond mesh riveted to aluminium frame, including all necessary fixings, etc and fitted to brickwork, steel or concrete</u>					
25	Bird Proofing including all necessary fixings, etc.	m ²	138		
<u>LOCKERS, ETC.</u>					
<u>Steel lockers, electro galvanised and epoxy powder coated 'Bold Red' including full length ventilated door and two internal shelves with locking mechanism. Shop drawings to be approved prior to manufacture.</u>					
26	Steel locker, overall size 450 x 450 x 1805mm high (drawing no. XDN.E.0037-1-100-A-SC-0002-01)	No	14		
Carried to Collection				R	
Section No. 2					
Bill No. 13					
Metalwork					

BILL NO. 13
METALWORK
COLLECTION

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Section No. 2
Bill No. 13
Metalwork

Transnet National Ports Authority

Tender Number: TNPA/2025/10/0008/107713/RFP

Description of Services: Refurbishment of Queens Warehouse, Port of Durban for a period of eleven (11) months

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>QUEENS WAREHOUSE</u> <u>BILL NO. 14</u> <u>TILING</u> <u>PREAMBLES</u> The Contractor is Referred to the relevant Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill <u>SUPPLEMENTARY PREAMBLES</u> <u>Patterns</u> Unless otherwise described, tiles shall be laid with continuous joints in both directions <u>Fixing</u> Unless described as fixed with adhesive to plaster (plaster elsewhere) descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding Ceramic, porcelain, marble and granite tiles are to be fixed and grouted with suitable adhesives and grouts as recommended by the manufacturer of the tiles Waterproof grout is normally used in showers, on balconies, etc. Epoxy grout is used in kitchens, butcheries, etc, where floors are frequently washed with detergents <u>WALL TILING</u> <u>Porcelain tiles (PC R500/m²) and add for approved adhesive, tinted grout, labour, cutting, wastage, mark-up, etc.</u>				
1	On plastered walls	m²	1,423	
2	On narrow widths not exceeding 300mm	m²	58	
3	Circular cutting	m	30	
4	Fair exposed cutting and fitting around pipe exceeding 100mm and not exceeding 150mm external diameter	No	10	
Carried to Collection				R
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Tiling				

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TILING
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Section No. 2
Bill No. 14
Tiling

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Description of Services: Refurbishment of Queens Warehouse, Port
of Durban for a period of eleven (11) months

		Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u>					
<u>QUEENS WAREHOUSE</u>					
<u>BILL NO. 15</u>					
<u>PLUMBING AND DRAINAGE</u>					
<u>PREAMBLES</u>					
The Contractor is Referred to the relevant Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill					
<u>RAINWATER DISPOSAL</u>					
<u>0,6mm Galvanised sheet steel gutters and rainwater pipes</u>					
1	150 x 125mm Ogee roof gutters	m	25		
2	100 x 75mm Rainwater pipes	m	13		
3	Extra over gutter for stopped end	No	2		
4	Extra over gutter for outlet for 100 x 75mm pipe	No	4		
5	Extra over rainwater pipe for bend	No	8		
6	Extra over rainwater pipe for shoe	No	4		
<u>Aluminium gutters and rainwater pipes with powder coated finish on outside</u>					
7	150 x 200 x 150mm VHV roof gutters	m	25		
8	100 x 75mm Rainwater pipes	m	6		
9	Extra over gutter for stopped end	No	2		
10	Extra over gutter 100 x 75mm outlet	No	2		
11	Extra over 100 x 75mm rainwater pipe for shoe	No	2		
<u>SANITARY FITTINGS</u>					
<u>Stainless steel sinks, etc.</u>					
12	Single undermount sink, overall size 480 x 430 x 180mm including strainer, waste and all necessary fixings, etc.	No	5		
<u>Vitreous china fittings, etc.</u>					
13	Back inlet 90 degree wall hung open rim pan wall hung WC pan double flap white epoxy painted wooden seat complete with floor bracket, fixing set, etc.	No	7		
Carried to Collection				R	
Section No. 2					
Bill No. 15					
Plumbing And Drainage					

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		Unit	Quantity	Rate	Amount
14	Vanity basin semi recessed in vanity slab including all necessary fixings, sealing around basin, etc. (vanity slab or cupboard elsewhere)	No	30		
15	Vanity basin 495 x 430 x 190mm with overflow, one pre-punched tap hole and fixed to wall with brackets/bolts and sealing around basin, etc.	No	3		
16	Wall urinal with spreader and waste union including all necessary fixing, brackets, etc. (flush valve elsewhere)	No	3		
	<u>WASTE UNIONS, ETC.</u>				
17	32mm chromium plated slotted basin waste union	No	30		
	<u>TRAPS, ETC.</u>				
18	50mm Rubber P or S trap	No	5		
19	32 x 32mm CP Bottle trap with tail pipe and flange	No	30		
20	32mm PVC anti-vac bottle trap with tail pipe and flange, etc.	No	17		
21	Chromium plated bottle trap complete	No	3		
	<u>TAPS, VALVES, ETC.</u>				
22	15mm chromium plated isolating ball valve	No	60		
23	15mm CP medical elbow action, square-type pillar tap	No	3		
24	One hole basin mixer with swivel outlet and angle a regulating valves. ½" BSP female inlets and including 2 No. braided flexible connectors with 350mm girth with mixer to match existing	No	30		
25	One hole sink mixer with swivel outlet and angle a regulating valves. ½" BSP female inlets and including 2 No. braided flexible connectors with 350mm girth with mixer to match existing	No	5		
26	15mm chromium plated shower mixer tap	No	6		
27	Junior flushmaster concealed type toilet flush valve for back entry installation with chromium plated palm press push button and push rod, including capillary-reducing pan connector and captive linkage complete	No	7		
28	20mm Chrome plated junior urinal flushmaster (non hold open) with integral shut-off valve and wall plate	No	3		
29	Chrome plated urinal flush pipe and spray rose	No	3		
30	15mm chromium plated vandal proof shower head	No	6		
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of Durban for a period of eleven (11) months

		Unit	Quantity	Rate	Amount
31	Trigger spray including holder, hose and fittings, etc.	No	8		
32	Self closing pillar tap	No	30		
	<u>SANITARY PLUMBING</u>				
	<u>PVC-U soil and vent pipes</u>				
33	50mm Pipes	m	50		
34	50mm Pipes chased into brickwork	m	20		
35	110mm Pipes	m	20		
	<u>Extra over PVC-U soil and vent pipes for fittings</u>				
36	110mm Bend	No	3		
37	110mm Pan connector	No	12		
38	110mm Junction	No	5		
39	110mm Access bend	No	7		
40	110mm Junction	No	2		
41	110mm Access junction	No	2		
42	110mm Air vent cowl	No	7		
43	50mm End cap	No	2		
44	50mm Bend	No	40		
45	50mm Junction	No	30		
46	50mm Access bend	No	10		
47	50mm Air vent cowl	No	10		
	<u>Testing</u>				
48	Testing waste pipe system	Item			
	<u>WATER SUPPLIES</u>				
	<u>Class 1 copper pipes with capillary couplings</u>				
49	15mm Pipes chased into brickwork including brown paper lagging	m	60		
50	22mm Pipes	m	10		
	<u>Class 1 copper pipes with brass compression couplings</u>				
51	22mm Pipes chased into brickwork including brown paper lagging	m	5		
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PLUMBING AND DRAINAGE

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Plumbing And Drainage

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	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>QUEENS WAREHOUSE</u> <u>BILL NO. 16</u> <u>GLAZING</u> <u>PREAMBLES</u> The Contractor is Referred to the relevant Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill <u>TOPS, SHELVES, DOORS, MIRRORS, ETC</u> <u>4mm Silvered float glass copper backed mirrors with polished edges, fixed with approved silicone to timber support frame, with support frame plugged to walls</u>				
1	No	30		
<u>GLAZING TO STEEL WITH PUTTY</u> <u>4mm Clear float glass</u>				
2	m ²	4		
3	m ²	5		
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Glazing				

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	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>QUEENS WAREHOUSE</u> <u>BILL NO. 17</u> <u>PAINTWORK</u> <u>PREAMBLES</u> The Contractor is Referred to the relevant Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill <u>Painting, etc.</u> All painting shall be done in accordance with specifications unless otherwise described Previously painted plastered surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth <u>ON NEW EXTERNAL FLOATED PLASTER SURFACES</u> <u>Prepare walls and apply one coat primer and two coats luxurious silk paint</u>				
1	Walls	m ²	94	
<u>PREPARATORY WORK TO EXISTING WORK</u> <u>One coat alkali resistant primer and two coats superior quality acrylic emulsion paint for interior and exterior use</u>				
2	Walls	m ²	102	
<u>ON NEW FAIR FACED BRICKWORK</u> <u>Remove loose dirt with a stiff brush and clean with low pressure water and clean with an approved brick cleaning agent and apply two coats brick sealer in accordance with the manufacturer's instructions</u>				
3	On walls	m ²	300	
<u>ON EXISTING SMOOTH CONCRETE SURFACES</u> <u>One coat bonding liquid, one coat alkali resistant primer and two coats PVA emulsion paint for interior use, including stopping blow holes</u>				
4	Underside of curved slabs approximately 6m from finished floor level	m ²	380	
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Paintwork				
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		Unit	Quantity	Rate	Amount
5	Underside of slabs approximately 6m from finished floor level	m ²	150		
6	To sides and soffits of slabs	m ²	631		
	<u>ON NEW METAL SURFACES</u>				
	<u>One coat alkyd based zinc phosphate primer and two coats premium quality polyurethane enamel paint, on steel</u>				
7	Doors	m ²	15		
8	Door frames	m ²	3		
	<u>One coat alkyd based zinc phosphate primer, one coat alkyd based universal undercoat and two coats superior quality universal enamel paint, on steel</u>				
9	40 x 40mm Angle iron stanchions 916mm long	No	10		
	<u>ON EXISTING WOODEN SURFACES</u>				
	<u>One coat alkyd based universal undercoat and one coat superior quality universal enamel paint</u>				
10	Doors	m ²	427		
11	Door frames, etc.	m ²	71		
12	Skirtings, rails, etc not exceeding 300mm girth	m	96		
	<u>Sand down existing hardwood timber floors and apply two coats premium quality polyurethane paint for commercial use and traffic</u>				
13	Wooden floor slats	m ²	361		
14	Wooden slats to balconies	m ²	70		
15	Timber treads 340mm wide	m ²	24		
	<u>ON NEW WOOD SURFACES</u>				
	<u>One coat primer and two coats premium quality polyurethane enamel paint</u>				
16	Doors	m ²	8		
	<u>ON EXISTING INTERNAL FLOATED PLASTER SURFACES</u>				
	<u>Two coats superior quality acrylic emulsion paint for interior and exterior use</u>				
17	External walls	m ²	320		
18	Interior walls	m ²	4,391		
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		Unit	Quantity	Rate	Amount
<u>ON EXISTING METAL SURFACES</u>					
<u>Clean existing surface by mechanical means and apply one coat surface tolerant two pack epoxy primer with aluminium pigments, one coat micaceous iron oxide epoxy and one coat two component recoatable polyurethane gloss finish and two coats enamel paint to match existing colour</u>					
19	Columns and beams with surface not exceeding 0.1m2	No	14		
20	Columns and beams with surface not exceeding 0.2m2	No	5		
21	Columns and beams with surface not exceeding 0.3m2	No	4		
22	Columns and beams with surface not exceeding 0.4m2	No	10		
<u>Wire brush and remove all loose paint, prime bare metal surfaces and apply two coats superior quality universal enamel paint (colour grey)</u>					
23	I-section beams	m ²	50		
<u>Wire brush and remove all loose paint, spot priming bare metal surfaces and apply two coats superior quality universal enamel paint (colour yellow)</u>					
24	60 x 60mm Angle iron stanchions 800mm long	No	43		
25	60 x 60mm Angle iron stanchions 1300mm long	No	48		
26	60 x 60mm Angle iron stanchions 1350mm long	No	60		
<u>ON EXISTING WOOD SURFACES</u>					
<u>Clean down, lightly sand, spot prime bare wood surfaces where required and apply two coats superior quality universal enamel paint</u>					
27	Doors	m ²	152		
28	Door frames, etc	m ²	40		
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Paintwork					

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PAINTWORK
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	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u>				
<u>QUEENS WAREHOUSE</u>				
<u>BILL NO. 18</u>				
<u>EXTERNAL WORKS</u>				
<u>ROADWORK, PARKING AREAS AND PAVING</u>				
<u>Siteworks</u>				
1				
Take out and remove existing shade cloth parking with 3 bays including removal of existing poles and making good with paving where poles removed including and necessary excavations, additional cutting, layerworks, compaction, etc.	m ²	1,275		
2				
Take out and remove existing shade cloth parking with 2 bays including removal of existing poles and making good with paving where poles removed including and necessary excavations, additional cutting, layerworks, compaction, etc.	m ²	850		
3				
Carefully take out existing picket fence approximately 1000mm high and set aside for re-use.	m	15		
4				
Re-install picket fence approximately 1000mm high and including all excavations, concrete bases, backfill and making good to match existing surfaces.	m	8		
5				
Existing shade cloth removed to be installed on existing carports including all necessary unbolting, dismantling and reinstalling, etc. (all areas measured on flat)	m ²	38		
6				
Sand blast existing 100mm parking lines and prepare surface to receive new lines (elsewhere measured)	m	57		
7				
Sand blast existing road marking painted signage, islands, etc. and prepare surface to receive new (elsewhere measured)	m ²	44		
<u>Compaction of surfaces</u>				
8				
Compaction of ground surface s under paving etc, including scarifying for a depth of 150 mm, breaking down oversize material, adding suitable material where necessary and compacting to 95 % Mod AASHTO density	m ²	16		
<u>30MPa/19mm reinforced concrete</u>				
9				
To ramps, etc.	m ³	4		
<u>Finishing top surfaces of concrete with wood float</u>				
10				
To ramps, etc. to falls	m ²	16		
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External Works				

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		Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>QUEENS WAREHOUSE</u> <u>BILL NO. 19</u> <u>REDECORATION WORK</u> <u>PREAMBLES</u> The Contractor is Referred to the relevant Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill <u>REPAIRS TO SCREENS, ETC.</u> <u>Recovering of existing privacy screens including removal of material on both sides, preparing surfaces and recovering with new material of various colours including all necessary dismantling of frames and refixing all in accordance with the architect's specification</u>					
1	Screen size 1100 x 780mm high	No	236		
2	Screen size 1200 x 780mm high	No	144		
3	Screen size 1200 x 1500mm high	No	115		
4	Screen size 1400 x 780mm high	No	14		
5	Screen size 900 x 1500mm high	No	47		
6	Screen size 1100 x 1500mm high	No	158		
7	Screen size 900 x 780mm high	No	32		
8	Screen size 700 x 1500mm high	No	29		
<u>SEALING OF TILES, ETC.</u> <u>Clean down existing tiles and joints, removing all stains and dirt and seal with an approved tile sealer in accordance with the manufacturer's instructions</u>					
9	300 x 300mm Slate tiles with 10mm joints	m ²	155		
<u>VINYL DECALS, ETC.</u> <u>Vinyl decals with various colour images and colour writing fitted to existing glazing in accordance with the manufacturer's instructions</u>					
10	To full face of existing shopfront glazing	m ²	59		
Carried to Collection					R
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Redecoration Work					

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REDECORATION WORK

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Redecoration Work

		Amount
<u>SECTION NO. 2</u> <u>QUEENS WAREHOUSE</u> <u>BILL NO. 20</u> <u>PROVISIONAL SUMS</u> <u>BUDGETARY ALLOWANCES</u> <u>Budgetary allowances are to be price at bills rates or rates to be agreed to, in terms of the contract</u>		
1	Provide the sum of R 500,000.00 for repair of existing network points and cabling	Item 500,000.00
2	Provide the sum of R 250,000.00 for sundry building work relating to specialist installations	Item 250,000.00
3	Provide the sum of R 250,000.00 for external and internal signage	Item 250,000.00
4	Provide the sum of R 160,000.00 for reception furniture	Item 160,000.00
5	Provide the sum of R 20,000.00 for treatment of timber posts and repair	Item 20,000.00
Carried To Section Summary		R 1,180,000.00
Section No. 2		
Bill No. 20		
Provisional Sums		

Amount

		Amount	
<u>SECTION NO. 2</u>			
<u>QUEENS WAREHOUSE</u>			
<u>SECTION SUMMARY</u>			
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1	ALTERATIONS	13	
2	EARTHWORKS	14	
3	CONCRETE, FORMWORK AND REINFORCEMENT	15	
4	MASONRY	18	
5	WATERPROOFING	19	
6	ROOF COVERINGS	20	
7	CARPENTRY AND JOINERY	25	
8	CEILINGS PARTITIONS AND ACCESS FLOORING	29	
9	FLOOR COVERINGS	30	
10	IRONMONGERY	34	
11	STRUCTURAL STEELWORK	35	
12	PLASTERING	36	
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17	PAINTWORK	53	
18	EXTERNAL WORKS	56	
19	REDECORATION WORK	59	
20	PROVISIONAL SUMS	60	
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SECTION SUMMARY			

SECTION NO. 3

ELECTRICAL WORK

Item No.		Unit	Quantity	Rate	Amount
	<u>SECTION NO. 3</u> <u>ELECTRICAL INSTALLATION</u>				
	<u>PREAMBLES</u>				
	<u>Working Conditions:</u> The contractor is hereby made aware that the proposed work is to be executed in confined spaces and within an occupied building The contractor is to allow for all costs in this regard in the tender price				
	<u>Specifications, drawings, etc:</u> This bill shall be read in conjunction with the technical specifications, drawings, works information and any other associated contract documentation to price for the provision of a complete installation, i.e. the design (where applicable), supply, installation, testing and commissioning, handing over of the fully functional equipment / installation, provision of all as-built documentation and the like, associated operational and maintenance training for <i>Employer</i> staff where specified etc. Any other items not specified that the contractor deems necessary to complete the installation fully and to specifications must be included and priced in the relevant items already in the bills of quantities. Where indicated, the supply and installation of certain electrical items shall comply with the applicable performance specification referenced in the drawings or specification documents.				
	<u>GROUND FLOOR - PARKING LOT</u>				
	<u>DECOMISSIONING & REMOVAL</u>				
	Removal of Existing Electrical Equipment as per Works Information	Item	1		
	Disconnection of power supply to the parkhomes, including cable removal and making safe	Item	1		
1	<u>DISTRIBUTION BOARD</u>				
1.1	Supply and install new MCB's circuit breakers in the existing switchboard of DB-A. These circuit breaker shall be used to supply the various circuits shown in drawing no: XDN.E.0037-1-100-E-LA-0004-01-0A. CB's to match existing. The following section is to be read in conjunction with the performance specification: TPD: A01-SDPERFSPEC which shall take precedence where applicable.	Item	1		
2	<u>INTERIOR LIGHTING</u>				
2.1	Supply and Installation of a new 144W, 4000K LED LOWBAY LUMINAIRE with integrated movement and daylight sensor to comply with TPD: A12-LUM01PERFSPEC	No.	11		
2.2	Supply and Installation of a new 144W, 4000K, EMG/15min, LED LOWBAY LUMINAIRE with integrated movement and daylight sensor to comply with TPD: A12-LUM01PERFSPEC	No.	9		
2.3	Supply and installation of new 40W, 4000K VAPOURPROOF LED LUMINAIRE to comply with TPD: A08-LUM01PERFSPEC	No.	1		
2.4	Supply and installation of new 40W, 4000K, EMG/15min, VAPOURPROOF LED LUMINAIRE to comply with TPD: A08-LUM01PERFSPEC	No.	2		
2.5	Supply and installation of new one lever two way light switch, 4x2 graphite	No.	4		
2.6	Supply and installation of new 75W, 1200mm, 4000K LED SUPER DOME PENDANT LUMINAIRE to comply with TPD: A10-LUM02PERFSPEC	No.	3		
2.7	Supply and installation of new 75W, 1200mm, 4000K, EMG/15min LED SUPER DOME PENDANT LUMINAIRE to comply with TPD: A10-LUM02PERFSPEC	No.	3		
	carried forward				R

Item No.		Unit	Quantity	Rate	Amount
	brought forward				R
2.8	Supply and installation of new 21W, 4000K, EMG/15min LED BULKHEAD LUMINAIRE with black trim to comply with TPD: A07-LUM01PERFSPEC	No.	2		
	The following section is to be read in conjunction with the performance specification TPD: A04-OISOLATEPERFSPEC, which shall take precedence where applicable.				
3	<u>POWER SUPPLY POINTS</u>				
3.1	Supply and Installation of 32A three phase isolator (weatherproof, IP65) to be installed next to the Outdoor AC unit	No.	1		
3.2	Supply and Installation of 32A single phase isolator (weatherproof, IP65) to be installed next to the Outdoor AC unit	No.	1		
4	<u>WIRING</u>				
4.1	Low Voltage 2.5 mm2 stranded house wiring for internal wiring - red	m	200		
4.2	Low Voltage 2.5 mm2 stranded house wiring for internal wiring - white	m	200		
4.3	Low Voltage 2.5 mm2 stranded house wiring for internal wiring - blue	m	200		
4.4	Low Voltage 2.5 mm2 stranded house wiring for internal wiring - black	m	500		
4.5	Low Voltage 2.5 mm2 stranded house wiring for internal wiring - green	m	500		
4.6	Low Voltage 4 mm2 stranded house wiring for internal wiring - red	m	90		
4.7	Low Voltage 4 mm2 stranded house wiring for internal wiring - white	m	90		
4.8	Low Voltage 4 mm2 stranded house wiring for internal wiring - blue	m	90		
4.9	Low Voltage 4 mm2 stranded house wiring for internal wiring - black	m	90		
4.10	Low Voltage 4 mm2 stranded house wiring for internal wiring - green	m	90		
5	<u>EARTHING AND LIGHTNING</u>				
5.1	Design, Supply and installation of Earthing and Bonding system. Refer to TPD-004-EARTHINGSPEC	Item	1		
6	<u>TESTING AND COMMISSIONING</u>				
6.1	Testing and Commissioning of complete installation in accordance to SANS 10142-1 including the issue of COC certificates	Item	1		
	carried forward				R

Item No.		Unit	Quantity	Rate	Amount
	brought forward				R
	<u>GROUND FLOOR - RECEPTION</u>				
	<u>DECOMMISSIONING & REMOVAL</u>				
	Removal of Existing Electrical Equipment as per Works Information	Item	1		
1	<u>DISTRIBUTION BOARD</u>				
	Supply and Installation of narrow-frame circuit breakers to replace existing large-frame circuit breakers to allow for more space in DB-B. Supply and install new MCB's circuit breakers in the existing switchboard of DB-B. These circuit breaker shall be used to supply the various circuits shown in drawing no: XDN.E.0037-1-100-E-LA-0002-01-0A. CB's to match existing.	Item	1		
1.1					
	<u>The following section is to be read in conjunction with the performance specifications: TPD: A01-SDPERFSPEC and TPD: A02-OSENSORPERFSPEC which shall take precedence where applicable.</u>				
2	<u>INTERIOR LIGHTING</u>				
2.1	Supply and Installation of new 32W, 4000K, WHITE SURFACE DECORATIVE LUMINAIRE with integrated movement sensor to comply with TPD: A06-LUM01PERFSPEC	No.	20		
2.2	Supply and Installation of new 32W, 4000K, EMG/15min, WHITE SURFACE DECORATIVE LUMINAIRE with integrated movement sensor to comply with TPD: A06-LUM01PERFSPEC	No.	4		
2.3	Supply and Installation of occupancy sensor	No.	9		
2.4	Supply and Installation of new 30W, 4000K, (600 x 600 mm) RECESSED LUMINAIRE to comply with TPD: A11-LUM01PERFSPEC	No.	13		
2.5	Supply and Installation of new 30W, 4000K, EMG/15min, (600 x 600 mm) RECESSED LUMINAIRE to comply with TPD: A11-LUM01PERFSPEC	No.	8		
2.6	Supply and Installation of new 61W, 4000K, EMG/15min, 1500 mm, LED DECORATIVE PENDANT LUMINAIRE to comply with TPD: A10-LUM01PERFSPEC	No.	7		
2.7	Supply and Installation of new 32W, 4000K, EMG/15min, 8000 mm, LED DECORATIVE PENDANT LUMINAIRE to comply with TPD: A10-LUM02PERFSPEC	No.	5		
2.8	Supply and Installation of new 7W, 4000K, MINI RECESSED DOWNLIGHTER to comply with TPD: A09-LUM02PERFSPEC	No.	8		
2.9	Supply and Installation of new 7W, 4000K, EMG/15min, MINI RECESSED DOWNLIGHTER to comply with TPD: A09-LUM02PERFSPEC	No.	2		
2.10	Supply and Installation of 16A dimmer light switch, 4x2 graphite	No.	1		
2.11	Supply and Installation of two lever one-way light switch, 4x2 graphite	No.	1		
2.12	Supply and installation of new 25W, 600mm, 4000K, LED SUPER DOME PENDANT LUMINAIRE to comply with TPD: A10-LUM03PERFSPEC	No.	4		
2.13	Supply and installation of new 25W, 600mm, 4000K, EMG/15min, LED SUPER DOME PENDANT LUMINAIRE to comply with TPD: A10-LUM03PERFSPEC	No.	3		
2.14	Supply and installation of new 75W, 1200mm, 4000K LED SUPER DOME PENDANT LUMINAIRE to comply with TPD: A10-LUM03PERFSPEC	No.	1		
2.15	Supply and installation of new 23W, 4000K LARGE SURFACE DOWNLIGHTER to comply with TPD: A09-LUM03PERFSPEC	No.	1		
	carried forward				R

Item No.		Unit	Quantity	Rate	Amount
	brought forward				R
2.16	Supply and installation of new 23W, 4000K, EMG/15min, LARGE SURFACE DOWNLIGHTER to comply with TPD: A09-LUM03PERFSPEC	No.	1		
2.17	Supply and installation of one lever one-way switch, 4x2 graphite	No.	4		
2.18	Supply and installation of two lever two-way light switch, 4x2 graphite	No.	1		
	<u>The following section is to be read in conjunction with the performance specifications:</u> <u>TPD: A01-SDPERFSPEC, TPD: A03-PSKIRTPERFSPEC and TPD: A04-</u> <u>OISOLATEPERFSPEC which shall take precedence where applicable.</u>				
3	POWER SUPPLY POINTS				
3.1	Supply and Installation of 4x4 16A switched single facility single phase socket outlet, graphite, with 1x slimline (164-2) socket and 1x RSA (164-2)	No.	13		
3.2	Supply and Installation of 4x2 16A single switched facility single phase socket outlet installed on power skirting	No.	3		
3.3	Supply and Installation of underfloor box with lid, with 1 x 16A RSA (164-1) socket outlet and 1 x 16A Slimline (164-2) socket outlet	No.	4		
3.4	Supply and Installation of underfloor box with lid, with 1 x 16A RSA (164-1) socket outlet, 2 x 16A Slimline (164-2) socket outlets and 2 x RJ45 modules	No.	2		
3.5	2x32mm PVC sleeves pipes chased in the floor and making good the floor	m	50		
3.6	1x20mm PVC sleeves pipes chased in the floor and making good the floor	m	30		
3.7	Supply and Installation of 20A 230V isolator switch, complete with recessed mount box and coverplate.	No.	8		
3.8	Supply and Installation of 32A single phase isolator (weatherproof, IP65) to be installed 2.2m above floor level (Airconditioning)	No.	1		
3.9	Supply and Installation of 32A three phase isolator (weatherproof, IP65) (Roller Shutter Doors)	No.	2		
3.10	Supply and Installation of 2-tier power skirting (70mm2 data, 70mm2 power)	m	6.5		
3.11	Allow the sum of R 10,000 (Ten Thousand Rand) for the refurbishment and cleaning of existing powerskirting in reception area, damaged covers and socket outlets to be replaced	Item	1		10,000.00
3.12	Supply and installation of 4x4 electrical york box	No.	1		
3.13	Supply and Installation of 4x2 16A single switched facility single phase socket outlet installed in ceiling void	No.	1		
	carried forward				R

Item No.		Unit	Quantity	Rate	Amount
	brought forward				R
4	<u>WIRING</u>				
4.1	Low Voltage 2.5 mm² stranded house wiring for internal wiring - Red	m	100		
4.2	Low Voltage 2.5 mm² stranded house wiring for internal wiring - White	m	100		
4.3	Low Voltage 2.5 mm² stranded house wiring for internal wiring - Blue	m	100		
4.4	Low Voltage 2.5 mm² stranded house wiring for internal wiring -Black	m	100		
4.5	Low Voltage 2.5 mm² stranded house wiring for internal wiring - Green	m	100		
4.6	Low Voltage 4 mm² stranded house wiring for internal wiring - red	m	80		
4.7	Low Voltage 4 mm² stranded house wiring for internal wiring - White	m	80		
4.8	Low Voltage 4 mm² stranded house wiring for internal wiring -Blue	m	80		
4.9	Low Voltage 4 mm² stranded house wiring for internal wiring -Black	m	80		
4.10	Low Voltage 4 mm² stranded house wiring for internal wiring -Green	m	80		
5	<u>EARTHING AND LIGHTNING</u>				
5.1	Design, Supply and installation of Earthing and Bonding system. Refer to TPD-004-EARTHINGSPEC	Item	1		
6	<u>TESTING AND COMMISSIONING</u>				
6.1	Testing and Commissioning of complete installation in accordance to SANS 10142-1 including the issue of COC certificates	Item	1		
	carried forward				R

Item No.		Unit	Quantity	Rate	Amount
	brought forward				R
	<u>FIRST FLOOR</u>				
	<u>DECOMMISSIONING & REMOVAL</u>				
	Removal of Existing Electrical Equipment as per Works Information	Item	1		
1	<u>DISTRIBUTION BOARD</u>				
	Supply and install new MCB's circuit breakers in the existing switchboard of DB-D.				
1.1	These circuit breakers shall be used to supply the various circuits shown in drawing no: XDN.E.0037-1-100-E-LA-1002-01-0A. CB's to match existing.	Item	1		
	The following section is to be read in conjunction with the performance specifications: TPD: A01-SDPERFSPEC and TPD: A02-OSENSORPERFSPEC which shall take precedence where applicable.				
2	<u>INTERIOR LIGHTING</u>				
	Supply and Installation of new 32W, 4000K, WHITE SURFACE DECORATIVE LUMINAIRE with integrated movement sensor to comply with TPD: A06-LUM01PERFSPEC	No.	455		
2.1					
2.2	Supply and Installation of new 32W, 4000K, EMG/15min, WHITE SURFACE DECORATIVE LUMINAIRE with integrated movement sensor to comply with TPD: A06-LUM01PERFSPEC	No.	69		
2.3	Supply and Installation of new 40W, 4000K, WHITE SURFACE DECORATIVE LUMINAIRE with integrated movement sensor to comply with TPD: A06-LUM01PERFSPEC	No.	4		
2.4	Supply and Installation of new 40W, 4000K, EMG/15min, WHITE SURFACE DECORATIVE LUMINAIRE with integrated movement sensor to comply with TPD: A06-LUM01PERFSPEC	No.	2		
2.5	Supply and Installation of new 40W, 4000K, WALL MOUNT BULKHEAD to comply with TPD: A07-LUM03PERFSPEC	No.	7		
2.6	Supply and Installation of new 15W, 4000K, IP54, MINI RECESSED DOWNLIGHTER to comply with TPD: A09-LUM02PERFSPEC	No.	49		
2.7	Supply and Installation of new 15W, 4000K, EMG/15min, IP54, MINI RECESSED DOWNLIGHTER to comply with TPD: A09-LUM02PERFSPEC	No.	16		
2.8	Supply and Installation of new 6W, 4000K, MINI RECESSED DOWNLIGHTER to comply with TPD: A09-LUM02PERFSPEC	No.	20		
2.9	Supply and Installation of new 11W, 4000K, MINI RECESSED DOWNLIGHTER to comply with TPD: A09-LUM02PERFSPEC	No.	57		
2.10	Supply and Installation of new 11W, 4000K, EMG/15min, MINI RECESSED DOWNLIGHTER to comply with TPD: A09-LUM02PERFSPEC	No.	1		
2.11	Supply and installation of new 75W, 1200mm, 4000K LED SUPER DOME PENDANT LUMINAIRE to comply with TPD: A10-LUM02PERFSPEC	No.	14		
2.12	Supply and installation of new 75W, 1200mm, 4000K, EMG/15min LED SUPER DOME PENDANT LUMINAIRE to comply with TPD: A10-LUM02PERFSPEC	No.	7		
2.13	Supply and Installation of new 15W, 4000K, STANDARD RECESSED DOWNLIGHTER to comply with TPD: A09-LUM02PERFSPEC	No.	10		
2.14	Supply and Installation of new 15W, 4000K, EMG/15min, STANDARD RECESSED DOWNLIGHTER to comply with TPD: A09-LUM02PERFSPEC	No.	5		
2.15	Supply and installation of one lever one way switch, 4x2 graphite	No.	5		
	carried forward				R

Item No.		Unit	Quantity	Rate	Amount
	brought forward				R
2.16	Supply and Installation of two lever one way light switch, 4x2 graphite	No.	4		
2.17	Supply and installation of one lever two way light switch, 4x2 graphite	No.	9		
2.18	Supply and Installation of 16A dimmer light switch, 4x2 graphite	No.	10		
2.19	Supply and Installation of new 40W, 4000K, VAPOURPROOF LED LUMINAIRE to comply with TPD: A08-LUM01PERFSPEC	No.	14		
2.20	Supply and Installation of new 30W, 4000K, RECESSED 600 X 600mm LUMINAIRE with integrated occupancy sensor to comply with TPD: A11-LUM01PERFSPEC	No.	46		
2.21	Supply and Installation of new 30W, 4000K, EMG/15min, RECESSED 600 X 600mm LUMINAIRE with integrated occupancy sensor to comply with TPD: A11-LUM01PERFSPEC	No.	14		
2.22	Supply and installation of new 21W, 4000K, LED BULKHEAD LUMINAIRE with black trim to comply with TPD: A07-LUM01PERFSPEC	No.	2		
2.23	Supply and installation of new 21W, 4000K, EMG/15min, LED BULKHEAD LUMINAIRE with black trim to comply with TPD: A07-LUM01PERFSPEC	No.	2		
2.24	Supply and Installation of occupancy sensor	No.	55		
2.25	Supply and Installation of new 60W, 4000K, RECESSED 1200 X 600mm LUMINAIRE with integrated occupancy sensor to comply with TPD: A11-LUM01PERFSPEC	No.	5		
2.26	Supply and Installation of new 60W, 4000K, EMG/15min, RECESSED 1200 X 600mm LUMINAIRE with integrated occupancy sensor to comply with TPD: A11-LUM01PERFSPEC	No.	1		
2.27	Supply and Installation of new 23W, 4000K, LARGE SURFACE DOWNLIGHTER to comply with TPD: A09-LUM03PERFSPEC	No.	2		
2.28	Supply and Installation of new 23W, 4000K, EMG/15min, LARGE SURFACE DOWNLIGHTER to comply with TPD: A09-LUM03PERFSPEC	No.	2		
2.29	Supply and Installation of new 29W, 4000K, LARGE RECESSED DOWNLIGHTER to comply with TPD: A09-LUM02PERFSPEC	No.	4		
2.30	Supply and Installation of new 32W, 4000K, EMG/15min, 8000 mm, LED DECORATIVE PENDANT LUMINAIRE to comply with TPD: A10-LUM02PERFSPEC	No.	5		
2.31	Supply and Installation of new 61W, 4000K, EMG/15min, 1500 mm, LED DECORATIVE PENDANT LUMINAIRE to comply with TPD: A10-LUM01PERFSPEC	No.	4		
2.32	Alignment of existing office strut channel fixed to concrete slab 6500mm from floor and suspended 3200mm from slab with steel cables, including refixing of cables, straightening of struts, etc. where necessary	m	500		
2.33	Supply and Installation new strut channel to match existing, fixed to concrete slab 6500mm from floor and suspended 3200mm from slab with suspension s/s cables, including fixing of steel cables, fixtures and PVC trunking required (wiring elsewhere measured)	m	20		
2.34	Supply and Installation of single lever one-way light switch, 4x2 graphite in accordance with performance specification TPD: A01-SDPERFSPEC installed in existing light switch module including all necessary connections, etc. (wiring elsewhere measured)	No.	1		
	carried forward				R

Item No.		Unit	Quantity	Rate	Amount
	brought forward				R
	<u>The following section is to be read in conjunction with the performance specifications:</u> <u>TPD: A01-SDPERFSPEC, TPD: A03-PSKIRTPERFSPEC and TPD: A04-</u> <u>OISOLATEPERFSPEC which shall take precedence where applicable.</u>				
3	<u>POWER SUPPLY POINTS</u>				
3.1	Supply and Installation of 20A 230V isolator switch, complete with recessed mount box and coverplate.	No.	28		
3.2	Supply and Installation of 20A single phase isolator (weatherproof)	No.	8		
3.3	Supply and Installation of 32A single phase isolator (weatherproof)	No.	2		
3.4	Supply and Installation of 4x4 16A switched single facility single phase socket outlet, graphite, with 1 x slimline (164-2) socket and 1x RSA (164-1)	No.	20		
3.5	Supply and Installation of 4x4 PVC box with blank cover plate	No.	2		
3.6	Allow the sum of R 10,000 (Ten Thousand Rand) for the refurbishment and cleaning of existing powerskirting, damaged covers and socket outlets	Item	1		10,000.00
4	<u>WIRING</u>				
4.1	Low Voltage 2.5 mm² stranded house wiring for internal wiring - Red	m	475		
4.2	Low Voltage 2.5 mm² stranded house wiring for internal wiring - White	m	475		
4.3	Low Voltage 2.5 mm² stranded house wiring for internal wiring - Blue	m	475		
4.4	Low Voltage 2.5 mm² stranded house wiring for internal wiring - Black	m	1210		
4.5	Low Voltage 2.5 mm² stranded house wiring for internal wiring - Green	m	1210		
4.6	Low Voltage 4 mm² stranded house wiring for internal wiring - red	m	100		
4.7	Low Voltage 4 mm² stranded house wiring for internal wiring - White	m	100		
4.8	Low Voltage 4 mm² stranded house wiring for internal wiring - Blue	m	100		
4.9	Low Voltage 4 mm² stranded house wiring for internal wiring - Black	m	100		
4.10	Low Voltage 4 mm² stranded house wiring for internal wiring - Green	m	100		
5	<u>EARTHING AND LIGHTNING</u>				
5.1	Design, Supply and installation of Earthing and Bonding system. Refer to TPD-004-EARTHINGSPEC	Item	1		
6	<u>TESTING AND COMMISSIONING</u>				
6.1	Testing and Commissioning of complete installation in accordance to SANS 10142-1 including the issue of COC certificates	Item	1		
	carried forward				R

Item No.		Unit	Quantity	Rate	Amount
	brought forward				R
	<u>SECOND FLOOR</u>				
	<u>DECOMMISSIONING & REMOVAL</u>				
	Removal of Existing Electrical Equipment as per Works Information	Item	1		
1	<u>DISTRIBUTION BOARD</u>				
1.1	Replacement of old 20A MCB's with new 20A, 6kA, narrow frame MCB's in the existing switchboard of DB-G	No.	19		
1.2	Supply and install new MCB's in the existing switchboard of DB-G. These circuit breaker shall be used to supply the various circuits shown in drawing.CB's to match existing	Item	1		
	<u>The following section is to be read in conjunction with the performance specifications: TPD: A01-SDPERFSPEC and TPD: A02-OSENSORPERFSPEC which shall take precedence where applicable.</u>				
2	<u>INTERIOR LIGHTING</u>				
2.1	Supply and Installation of new 60W, 4000K, RECESSED 1200 X 600mm LUMINAIRE with integrated occupancy sensor to comply with TPD: A11-LUM01PERFSPEC	No.	31		
2.2	Supply and Installation of new 60W, 4000K, EMG/15min, RECESSED 1200 X 600mm LUMINAIRE with integrated occupancy sensor to comply with TPD: A11-LUM01PERFSPEC	No.	7		
2.3	Supply and Installation of new 15W, 4000K, STANDARD RECESSED DOWNLIGHTER to comply with TPD: A09-LUM02PERFSPEC	No.	17		
2.4	Supply and Installation of new 15W, 4000K, EMG/15min, STANDARD RECESSED DOWNLIGHTER to comply with TPD: A09-LUM02PERFSPEC	No.	4		
2.5	Supply and installation of new 21W, 4000K, LED BULKHEAD LUMINAIRE with black trim to comply with TPD: A07-LUM01PERFSPEC	No.	9		
2.6	Supply and installation of new 21W, 4000K, EMG/15min, LED BULKHEAD LUMINAIRE with black trim to comply with TPD: A07-LUM01PERFSPEC	No.	2		
2.7	Supply and Installation of occupancy sensor	No.	23		
2.8	Supply and Installation of new 23W, 4000K, LARGE SURFACE DOWNLIGHTER to comply with TPD: A09-LUM03PERFSPEC	No.	12		
2.9	Supply and Installation of new 23W, 4000K, EMG/15min, LARGE SURFACE DOWNLIGHTER to comply with TPD: A09-LUM03PERFSPEC	No.	4		
2.10	Supply and Installation of new 50W, 4000K, RECESSED 1200 X 600mm LUMINAIRE with integrated occupancy sensor to comply with TPD: A11-LUM01PERFSPEC	No.	12		
2.11	Supply and Installation of new 50W, 4000K, EMG/15min, RECESSED 1200 X 600mm LUMINAIRE with integrated occupancy sensor to comply with TPD: A11-LUM01PERFSPEC	No.	6		
2.12	Supply and Installation of new 11W, 4000K, MINI RECESSED DOWNLIGHTER to comply with TPD: A09-LUM02PERFSPEC	No.	6		
2.13	Supply and Installation of new 40W, 4000K, VAPOURPROOF LED LUMINAIRE to comply with TPD: A08-LUM01PERFSPEC	No.	4		
2.14	Supply and installation of two lever one way switch, 4x2 graphite	No.	1		
2.15	Supply and Installation of 16A dimmer light switch, 4x2 graphite	No.	1		
2.16	Supply and Installation of new 15W, 4000K, IP54, MINI RECESSED DOWNLIGHTER to comply with TPD: A09-LUM02PERFSPEC	No.	10		
	carried forward				R

Item No.		Unit	Quantity	Rate	Amount
	brought forward				R
2.17	Supply and Installation of new 15W, 4000K, EMG/15min, IP54, MINI RECESSED DOWNLIGHTER to comply with TPD: A09-LUM02PERFSPEC	No.	3		
2.18	Removal of existing light switch, wiring to be ferruled, insulated and blank 4 x 2 plate installed.	No.	20		
	<u>The following section is to be read in conjunction with the performance specifications:</u> <u>TPD: A01-SDPERFSPEC, TPD: A03-PSKIRTPERFSPEC and TPD: A04-</u> <u>QISOLATEPERFSPEC which shall take precedence where applicable.</u>				
3	<u>POWER SUPPLY POINTS</u>				
3.1	Supply and Installation of 20A 230V isolator switch, complete with recessed mount box and coverplate (Cordgrip)	No.	2		
3.2	Supply and Installation of 20A single phase isolator (weatherproof) to be installed in the ceiling void	No.	1		
3.3	Supply and Installation of 16A, single phase, dedicated single socket outlet installed on power skirting	No.	2		
3.4	Supply and Installation of 16A, single phase, single socket outlet installed on power skirting	No.	2		
3.5	Supply and Installation of 2-tier power skirting (70mm2 data, 70mm2 power)	m	5		
3.6	Supply and Installation of RJ45 modules installed on power skirting	No.	2		
3.7	Allow the sum of R 10,000 (Ten Thousand Rand) for the refurbishment and cleaning of existing powerskirting, damaged covers and socket outlets	Item	1		10,000.00
4	<u>WIRING</u>				
4.1	Low Voltage 2.5 mm ² stranded house wiring for internal wiring - red	m	300		
4.2	Low Voltage 2.5 mm ² stranded house wiring for internal wiring - white	m	300		
4.3	Low Voltage 2.5 mm ² stranded house wiring for internal wiring - blue	m	300		
4.4	Low Voltage 2.5 mm ² stranded house wiring for internal wiring -Black	m	300		
4.5	Low Voltage 2.5 mm ² stranded house wiring for internal wiring -Green	m	300		
4.6	Low Voltage 4 mm ² stranded house wiring for internal wiring - red	m	120		
4.7	Low Voltage 4 mm ² stranded house wiring for internal wiring - White	m	120		
4.8	Low Voltage 4 mm ² stranded house wiring for internal wiring -Blue	m	120		
4.9	Low Voltage 4 mm ² stranded house wiring for internal wiring -Black	m	120		
4.10	Low Voltage 4 mm ² stranded house wiring for internal wiring -Green	m	120		
4.11	Low Voltage 2.5mm2 , 3-core, cabtyre black cable	m	50		
5	<u>PVC PRODUCTS, SLEEVES AND CONDUIT ACCESSORIES</u>				
5.1	Allow the sum of R 5,000 (Five Thousand Rand) for 20 mm diameter PVC conduit, boxes,couples adapters and accessories	Item	1		5,000.00
5.2	PVC Mini Trunking 16x25mm (Black)	m	20		
5.3	Floor Mounted Heavy Duty Trunking 40x15mm (Black)	m	5		
5	<u>EARTHING AND LIGHTNING</u>				
5.1	Design, Supply and installation of Earthing and Bonding system. Refer to TPD-004-EARTHINGSPEC	Item	1		
	carried forward				R

Item No.		Unit	Quantity	Rate	Amount
	brought forward				R
	<u>SECOND FLOOR- QUEEN ELIZABETH BOARDROOM</u>				
	<u>DECOMMISSIONING & REMOVAL</u>				
	Removal of Existing Electrical Equipment as per Works Information	Item	1		
1	<u>DISTRIBUTION BOARD</u>				
	Supply and install new MCB's circuit breakers in the existing switchboard of DB-H.				
1.1	These circuit breaker shall be used to supply the various circuits shown in drawing no: XDN.E.0037-1-100-E-LA-2003-01-0A Mounting Rail and Inner cover plate to be replaced. Busbars, neutral bar and earth bar to be replaced.CB's to match existing.	Item	1		
	The following section is to be read in conjunction with the performance specifications: TPD: A01-SDPERFSPEC and TPD: A02-OSENSORPERFSPEC which shall take precedence where applicable.				
2	<u>INTERIOR LIGHTING</u>				
2.1	Supply and Installation of new 30W, 4000K, RECESSED 600 X 600mm LUMINAIRE with integrated occupancy sensor to comply with TPD: A11-LUM01PERFSPEC	No.	30		
2.2	Supply and Installation of new 30W, 4000K, EMG/15min, RECESSED 600 X 600mm LUMINAIRE with integrated occupancy sensor to comply with TPD: A11-LUM01PERFSPEC	No.	8		
2.3	Supply and Installation of new 29W, 4000K, LARGE RECESSED DOWNLIGHTER to comply with TPD: A09-LUM02PERFSPEC	No.	2		
2.4	Supply and Installation of new 7W, 4000K, BLACK, MINI RECESSED DOWNLIGHTER to comply with TPD: A09-LUM02PERFSPEC	No.	22		
2.5	Supply and Installation of new 7W, 4000K, EMG/15min,BLACK, MINI RECESSED DOWNLIGHTER to comply with TPD: A09-LUM02PERFSPEC	No.	7		
2.6	Supply and Installation of new 12W, 4000K, DECORATIVE PENDANT LUMINAIRE to comply with TPD: A09-LUM02PERFSPEC	No.	6		
2.7	Supply and installation of new 21W, 4000K, LED BULKHEAD LUMINAIRE with black trim to comply with TPD: A07-LUM01PERFSPEC	No.	6		
2.8	Supply and Installation of one lever one way light switch, 4x2 graphite	No.	2		
2.9	Supply and Installation of 16A dimmer light switch, 4x2 graphite	No.	1		
2.10	Supply and Installation of 16A two-way two-lever light switch complete with recess mount box and cover plate, 4x2 graphite	No.	2		
2.11	Supply and Installation of 16A two-way four-lever light switch complete with recess mount box and cover plate, 4x2 graphite	No.	2		
2.12	Supply and Installation of equal or similar approved to Pooled AC 230V LED strip light complete with corner aluminium profile and opal cover	m	47		
	carried forward				R

Item No.		Unit	Quantity	Rate	Amount
	brought forward				R
	<u>The following section is to be read in conjunction with the performance specifications:</u> <u>TPD: A01-SDPERFSPEC, TPD: A03-PSKIRTPERFSPEC and TPD: A04-</u> <u>OISOLATEPERFSPEC which shall take precedence where applicable.</u>				
3	<u>POWER SUPPLY POINTS</u>				
3.1	Supply and Installation of 4x4 16A switched single facility single phase socket outlet, graphite, with 1x silimline (164-2) socket and 1x RSA (164-1)	No.	23		
3.2	Supply and Installation of 4x2 16A single switched facility single phase socket outlet installed on power skirting	No.	16		
3.3	Supply and Installation of 4x4 graphite with 3x RJ45 modules (300mm above floor level)	No.	27		
3.4	Supply and Installation of 20A 230V isolator switch, complete with recessed mount box and coverplate.	No.	6		
3.5	Supply and Installation of 2-tier power skirting (70mm2 data, 70mm2 power)	m	25		
3.6	Supply and Installation of 20A single phase isolator (weatherproof)	No.	1		
3.7	Supply and Installation of 32A single phase isolator (weatherproof)	No.	2		
4	<u>WIRING</u>				
4.1	Low Voltage 2.5 mm² stranded house wiring for internal wiring - Red	m	100		
4.2	Low Voltage 2.5 mm² stranded house wiring for internal wiring - White	m	100		
4.3	Low Voltage 2.5 mm² stranded house wiring for internal wiring - Blue	m	100		
4.4	Low Voltage 2.5 mm² stranded house wiring for internal wiring - Black	m	100		
4.5	Low Voltage 2.5 mm² stranded house wiring for internal wiring - Green	m	100		
4.6	Low Voltage 4 mm2 stranded house wiring for internal wiring - red	m	50		
4.7	Low Voltage 4 mm2 stranded house wiring for internal wiring - white	m	50		
4.8	Low Voltage 4 mm2 stranded house wiring for internal wiring - blue	m	50		
4.9	Low Voltage 4 mm2 stranded house wiring for internal wiring - black	m	50		
4.10	Low Voltage 4 mm2 stranded house wiring for internal wiring - green	m	50		
5	<u>EARTHING AND LIGHTNING</u>				
5.1	Design, Supply and installation of Earthing and Bonding system. Refer to TPD-004-EARTHINGSPEC	Item	1		
6	<u>TESTING AND COMMISSIONING (COMPLETE SECOND FLOOR)</u>				
6.1	Testing and Commissioning of complete installation in accordance to SANS 10142-1 including the issue of COC certificates	Item	1		
	carried forward				R

total carried to Final Summary

SECTION NO. 4

MECHANICAL WORKS

Item No.		Unit	Quantity	Rate	Amount
	<u>SECTION NO. 4</u>				
	<u>MECHANICAL INSTALLATION</u>				
	<u>AIR-CONDITIONING INSTALLATION</u>				
	<u>GENERAL ITEMS</u>				
	<u>Commissioning and testing</u>				
1.1	Allow for testing, commissioning of the HVAC systems as laid down in the specification and for re-testing as may be required after the making good of all defective work to the satisfaction of the Mechanical Engineer	Sum	1		
	<u>Scaffolding</u>				
1.2	Provision of scaffolding for installation of air diffusers, AC units, ductwork and protection of existing vents from dust	Sum	1		
	<u>Shop drawings</u>				
1.3	Contract shop drawings prepared and submitted to Consulting Engineer for approval	Sum	1		
	<u>SUPPLY, DELIVER AND INSTALLATION OF AIR-CONDITIONING EQUIPMENT</u>				
	<u>GROUND FLOOR</u>				
	<u>Ablutions</u>				
2.1	Extraction Fan, 429 l/s, 324 mm clear opening in window, and 85 W/50Hz/1Ph	No.	4		
2.2	Extraction Fan, 171 l/s, 257 mm clear opening in window, and 41 W/50Hz/1Ph	No.	1		
2.3	Extraction Fan, 74 l/s, 184 mm clear opening in window, and 30 W/50Hz/1Ph	No.	1		
2.4	1500x800 mm internal wall louvre	No.	1		
2.5	1000x600 mm glazing louvre	No.	2		
	<u>Reception Area</u>				
2.6	5.2 Kw Midwall unit	No.	1		
2.7	Refrigerant piping & Insulation	m	9		
2.8	Electrical wiring	No.	9		
2.9	Ø25mm Condensate piping	m	6		
2.10	Condenser mounting Bracket	m	1		
2.11	Wired remote	No.	1		
2.12	Cable Tray	No.	6		
2.13	Galvanised Trunking	m	16		
	<u>Guard House</u>				
2.14	2.6Kw Midwall Split Unit	No.	1		
2.15	Refrigerant piping & Insulation	m	6		
2.16	Electrical wiring	m	6		
2.17	Ø25mm Condensate piping	m	6		
2.18	Condenser mounting aracket	No.	1		
2.19	Wired remote	No.	1		
2.20	Galvanised Trunking	m	3		
	carried forward				R

Item No.		Unit	Quantity	Rate	Amount
	brought forward				R
	<u>Building Works</u>				
2.21	Removal and handover to Employer the existing extraction air ductwork, fresh air ductwork, inline fans and wired on/off switch	Sum	1		
2.22	Removal and handover to Employer the existing 429 l/s extractor fan	No.	3		
2.23	Removal and handover to Employer the existing 171 l/s extractor fan	No.	2		
2.24	Removal and handover to Employer the existing 74 l/s extractor fan	No.	1		
2.25	Ø100 mm make clear opening in wall	No.	1		
2.26	Protect air supply vents from dust using appropriate covers	No.	8		
	<u>FIRST FLOOR</u>				
	<u>Ablutions</u>				
2.27	Extraction Fan, 171 l/s, 257 mm clear opening in window, and 41 W/50Hz/1Ph	No.	2		
2.28	Extraction Fan, 74 l/s, 184 mm clear opening in window, and 30 W/50Hz/1Ph	No.	1		
2.29	Extraction Fan, 429 l/s, 324 mm clear opening in window, and 85 W/50Hz/1Ph	No.	2		
2.30	Wall extractor fan, 467 l/s, 320 mm clear opening, and 310 W/50Hz/1Ph	No.	5		
	<u>New Boardroom 01</u>				
2.31	7.8 Kw Ceiling Cassette Unit	No.	1		
2.32	Refrigerant piping & Insulation	No.	9		
2.33	Electrical wiring	m	9		
2.34	Ø25mm Condensate piping	m	7		
2.35	Condenser mounting aracket	No.	1		
2.36	Wired remote	No.	1		
2.37	Cable Tray	m	6		
	<u>New Boardroom 02</u>				
2.38	11 Kw Ceiling Cassette Unit	No.	1		
2.39	Refrigerant piping & Insulation	No.	9		
2.40	Electrical wiring	m	9		
2.41	Ø25mm Condensate piping	m	7		
2.42	Condenser mounting aracket	No.	1		
2.43	Wired remote	No.	1		
2.44	Cable Tray	m	6		
	<u>Building Works</u>				
2.45	Removal and handover to Employer the existing 429 l/s extractor fan	No.	2		
2.46	Removal and handover to Employer the existing 171 l/s extractor fan	No.	2		
2.47	Removal and handover to Employer the existing 74 l/s extractor fan	No.	1		
2.48	305x105mm make clear opening in wall	No.	2		
2.49	Protect air supply vents from dust using appropriate covers	No.	24		
2.50	Protect air diffusers in the boardrooms from dust using appropriate covers	No.	6		
	carried forward				R

Item No.		Unit	Quantity	
	brought forward			
	<u>SECOND FLOOR</u>			
2.51	Extraction Fan, 171 l/s, 257 mm clear opening in window, and 41 W/50Hz/1Ph	No	2	
2.52	Extraction Fan, 429 l/s, 324 mm clear opening in window, and 85 W/50Hz/1Ph	No	4	
2.53	Extraction Fan, 171 l/s, 257 mm clear opening in window, and 41 W/50Hz/1Ph	No	1	
2.54	Extraction Fan, 74 l/s, 184 mm clear opening in window, and 30 W/50Hz/1Ph	No	5	
2.55	Extraction Fan, 429 l/s, 324 mm clear opening in window, and 85 W/50Hz/1Ph	No	1	
	<u>Queen Elizabeth boardroom air-conditioning system</u>			
2.56	Supply diffuser with 150 mm neck, galvanised mild steel	No	1	
2.57	Supply diffuser with 200 mm neck, galvanised mild steel	No	4	
2.58	400 x 400 self supporting pleated washable filter	No	1	
2.59	Low pressure ductwork, steel, Ø150mm	m	0.4	
2.60	Low pressure ductwork, steel, Ø200mm	m	7.8	
2.61	Low pressure ductwork, steel, Ø250mm	m	4.8	
2.62	Low pressure ductwork, steel, Ø300mm	m	7	
2.63	Low pressure ductwork, steel, Ø350mm	m	0.7	
2.64	Low pressure ductwork, steel, 350 x 350mm	m	0.2	
2.65	Low pressure ductwork, steel, 350 x 500 mm	m	0.4	
2.66	Flexible ductwork, Ø150mm	m	0.8	
2.67	Flexible ductwork, Ø200mm	m	3.2	
2.68	Ø 200 mm 90 degree bend	No	1	
2.69	Ø300 x Ø300 x Ø200 mm Tee	No	2	
2.70	Ø250 x Ø250 x Ø200 mm Tee	No	1	
2.71	Ø350 x Ø350 x Ø150 mm Tee	No	1	
2.72	Transitions (concentric reducer) Ø350 x Ø300 mm	No	1	
2.73	Transitions (concentric reducer) Ø300 x Ø250 mm	No	1	
2.74	Transitions (concentric reducer) Ø250 x Ø200 mm	No	1	
2.75	Transitions (eccentric reducer) Ø500 x Ø350 mm	No	3	
2.76	Ductwork hangers including clamps, 25x1.5 mm mild steel strap, 6mm wire rope, and all necessary accessories.	No	8	
2.77	Wall weather louver, Size 500 x 300 mm, Powder Coated to Architects Specifications.	No	1	
2.78	Ø200 mm Manual Balancing Damper	No	4	
2.79	Ø150 mm Manual Balancing Damper	No	1	
2.80	Supply/intake inline fan 710 l/s at 200 Pa, 145 W power supply, complete with 2x sound attenuators, and all electrical wiring and switches.	No	1	
2.81	Panel size 4 Way Cassete unit (840 x 840), 12.3 kW cooling capacity, galvanised steel plate, 30 m3/min, including wired controller, condensate drain pipe, mounting kit and all necessary accessories.	No	2	
2.82	Panel size 4 Way Cassete unit (570 x 570), 6 kW cooling capacity, galvanised steel plate, 12 m3/min, including wired controller, condensate drain pipe, mounting kit and all necessary accessories.	No	1	
2.83	Air conditioning VRF system, outdoor unit 36.7 kW cooling capacity, DC inverter, 15.3 power input, 3ph/50Hz, dimension 1090 x 1625 x 380, including mounting kit and all necessary accessories.	No	1	
2.84	12.7 mm diameter Refrigerant piping include for 3/4" thick insulation, and all associated accessories	m	3.03	
	carried forward			R

Item No.		Unit	Quantity	Rate	Amount
	brought forward				R
2.85	15.88 mm diameter Refrigerant piping include for 3/4" thick insulation, and all associated accessories	m	11.2		
2.86	25 mm diameter Refrigerant piping include for 3/4" thick insulation, and all associated accessories	m	15.4		
2.87	9.52 mm diameter Refrigerant piping include for 3/4" thick insulation, and all associated accessories	m	16.92		
2.88	19.05 mm diameter Refrigerant piping include for 3/4" thick insulation, and all associated accessories	m	8		
2.89	28.58 mm diameter Refrigerant piping include for 3/4" thick insulation, and all associated accessories	m	3.06		
2.90	All fittings and accessories for refrigerant piping	Sum	1		
2.91	25 mm diameter 90 degrees bend Refrigerant piping include for 3/4" thick insulation, and all associated accessories	No	1		
2.92	9.52 mm diameter 90 degrees bend Refrigerant piping include for 3/4" thick insulation, and all associated accessories	No	2		
2.93	15.88 mm diameter 90 degrees bend Refrigerant piping include for 3/4" thick insulation, and all associated accessories	No	2		
2.94	Y-Branch Pipe (9.52 x 9.52 9.52 mm)	No	1		
2.95	Y-Branch Pipe (15.88 x 19.05 x 19.05 mm)	No	1		
2.96	Y-Branch Pipe (12.7 x 9.52 9.52 mm)	No	1		
2.97	Y-Branch Pipe (28.58 x 19.05 x 19.05 mm)	No	1		
2.98	Extraction Fan as shown on the drawings	No	1		
2.99	PVC drain pipe 50 mm diameter include for 3/4" thick insulation, and all associated accessories	m	9		
2.100	PVC drain pipe 50 mm diameter 90 degrees bend include for 3/4" thick insulation, and all associated accessories	No	2		
2.101	PVC drain pipe 50 mm diameter Tee include for 3/4" thick insulation, and all associated accessories	No	2		
2.102	Protect air diffusers and grilles from dust using appropriate covers	No.	24		
2.103	Removal of the existing HVAC split units and fresh air supply system in the Queen Elizabeth boardroom	No.	3		
	<u>GROUND FLOOR AND FIRST FLOOR</u>				
	<u>For the supply, delivery, installation testing and Commissioning of the Water reticulation system including connection pipework, pipe fittings, pipe support including saddles & clevis hangers, valves, pumps and control systems as per the manufacturer's specification and recommendations. Provision shall also be made for all plinths/foundations required under the relevant plant. Contractor shall verify pipe routing and confirm all required fittings prior to installation.</u>				
3					
3.1	150L hot water geyser including earthing, pressure relief valve, NB20 ball valve, brackets, support, pressure regulating valve, and drip tray (First Floor)	Sum	1		
3.2	Brackets to support the geysers	No	1		
3.3	Bonding and earthing	No	1		
	carried forward				R

Item No.		Unit	Quantity	Rate	Amount
	brought forward				R
3.4	Provision for the Certificate of Compliance to be issued on completion of the project.	No.	1		
3.5	Installation and commissioning of new water reticulation system (one Skilled Plumber and two general worker)	Sum	1		
3.6	SS SABS Flexi Braided Connector FXF Ø 15x200mm	No	10		
3.7	Pipe supports (Wall anchors)	No	40		
3.8	<u>Pipe Lengths</u>				
3.9	Pipe, DN 22: copper pipe	m	25		
3.10	Pipe, DN 15: copper pipe	m	30		
3.11	<u>Tee fittings</u>				
3.12	Tee, DN 28 x DN 22: copper pipe	No	6		
3.13	Tee, DN 22 x DN 15: copper pipe	No	10		
3.14	<u>90 Degrees Fittings</u>	No			
3.15	DN 22, 90 degree bends	No	20		
3.16	DN 15, 90 degree bends	No	10		
3.17	<u>Isolating valves</u>				
3.18	Isolating valve, DN 22	No	10		
3.19	Isolating valve, DN 15	No	10		
3.20	Mini valve DN 15 Ø	No	10		
	<u>GROUND, FIRST AND SECOND FLOOR</u>				
4.1	Exit sign (Side) removal and replacement	No	24		
4.2	Single Exit sign (Downward) removal and replacement	No	19		
4.3	Exit sign with a stair (downward) sign removal and replacement	No	4		
4.4	Smoke area signage removal and re-installation	No	1		
4.5	Dual Exit sign removal and replacement	No	3		
4.6	Fire Hydrant signage (downward) removal and replacement	No	8		
4.7	Fire Hydrant signage (side) removal and replacement	No	6		
4.8	Fire Hydrant and Extinguisher side signage removal	No	1		
4.9	Fire extinguisher and hose reel signage removal	No	31		
4.10	Fire extinguisher signage removal and replacement	No	16		
4.11	Fire hose reel signage removal and replacement	No.	5		
4.12	4.5 kg Monoammonium Phosphate fire extinguisher removal and reuse	No	3		
4.13	5Kg CO2 Fire Extinguishers removal and re-use	No	10		
4.14	4.5Kg DCP Fire Extinguishers removal and re-use	No	8		
4.15	9Kg DCP Fire Extinguishers removal and re-use	No	8		
4.16	Cover and protect fire hose reel complete with masking materials prior to painting works and remove coverings after completion, all labour and materials included	No	14		
	carried forward				R

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SECTION NO. 5

SECURITY INSTALLATION

Transnet National Ports Authority
Tender Number: TNPA/2025/10/0008/107713/RFP
Description of Services: Refurbishment of Queens Warehouse, Port of Durban for a period of eleven (11) months

		Unit	Quantity	Rate	Amount
<u>SECTION NO. 5</u>					
<u>SECURITY INSTALLATION</u>					
<u>BILL NO. 1</u>					
<u>SECURITY WORKS</u>					
<u>SUPPLY, INSTALLATION AND COMMISSIONING OF SECURITY EQUIPMENT</u>					
<u>Waist high speedstile turnstiles & balustrades</u>					
1	Pro Wing 180 degree speedstile 900mm, side cabinet only with glass on one side	No	4		
2	Pro Wing 180 degree speedstile 900mm, side cabinet only with glass on both sides	No	2		
3	Balustrades with 6mm toughened glass and 50mm diameter stainless steel tubing	No	2		
4	Balustrades with 6mm toughened glass and 50mm diameter stainless steel tubing	No	1		
<u>Autec controllers, readers, etc.</u>					
5	Supply and installation of 'Babylon XPM-K32-8 Reader board	No	1		
6	Supply and installation of 'Babylon XPM-TMC2150-S (Colour: Silver, protection class: IP54)	No	8		
7	Supply and installation of card reader mounting frame (XMP-TMC21-RF1-S) for reader series XMP-TMC21xx, silver	No	8		
8	Enclosed emergency push button stop	No	1		
<u>Cable and conduits</u>					
9	Cable Foil SCRN 0.22mm2 8PR	m	60		
10	Cable Foil SCRN 0.22mm2 2PR	m	60		
<u>Testing and commissioning</u>					
11	Testing and commissioning new security installation	Item			
Carried to Final Summary				R	
Section No. 5					
Bill No. 1					
Security Works					

			Amount	
Section No.	<u>FINAL SUMMARY</u>	Pages		
1	PRELIMINARIES	3	R	
2	QUEENS WAREHOUSE	56	R	
3	ELECTRICAL WORK	13	R	
4	MECHANICAL WORK	6	R	
5	SECURITY INSTALLATION	1	R	
	SUB-TOTAL 1		R	
	CIDB Contract Skills Development Goals (CSDG) (0.25% Factor x Sub-Total 1)		R	
	SUB-TOTAL 2		R	
	CIDB Build Fee (0.2% Factor x Sub-Total 2)		R	
	Total Excluding VAT Carried to Form of Offer and Acceptance (Subtotal (2) + CIDB Fee)		R	

Part C3: Scope of Work

C3.1 Works Information

PART C3: SCOPE OF WORK

Document reference	Title	No of page
C3.1	This cover page	1
	<i>Employer's Works Information</i>	53
Total number of pages		54

C3.1 EMPLOYER'S WORKS INFORMATION

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SECTION 1

1 Description of the *Works*

1.1 Executive Overview

Transnet has decided for all Transnet Operational Divisions (OD's) to utilize Transnet owned assets/facilities for staff accommodations purposes. OD's have been tasked to identify and refurbish/upgrade the existing facilities. The refurbishment is to ensure that all these administration or operational facilities are compliant with all regulations and standards. TNPA Port of Durban has identified Queens Warehouse for refurbishment after conducting a conditional assessment of the building.

The *Works* that the Contractor is to perform consist of Architecture, Civil, Structural, Mechanical, Electrical engineering works, ICT and Security for the refurbishment of Queens Warehouse building in the Port of Durban.

The full extent of the *works* that the *Contractor* is to perform involves, but is not limited to, the following:

- a) Site establishment
- b) Conducting surveys and confirmation of control points
- c) Repairs and refurbishment to the existing ground, first floor and second floor
- d) Electrical works
- e) Refurbishment of the existing HVAC system
- f) ICT
- g) Security

The figure below provides a detailed description of the Queen Warehouse Building.



Figure - 1: Queen Warehouse Building

Queens Warehouse is protected under the heritage act as it is older than 60 years. This facility is a three-story building featuring a ground floor with a reception area, offices, and covered parking. The first and second floors are designated for offices, boardrooms, restrooms, and kitchen facilities.

Port operations will continue uninterrupted during the construction phase, with the Contractor receiving phased access to specific sections of the building. However, Port operations will take priority during this phase

The Employer designs the works.

The project involves refurbishing the existing Queens Warehouse Building within the Port of Durban. The Employer's designs outline the solutions for the refurbishment, upgrades, and additional infrastructure, detailed in Part C2, Pricing Data and the accompanying drawings.

Furniture dismantling, relocation and assemble by others

- During construction, furniture will be dismantled, relocated and assembled at an identified nearby facility within a radius of 2,5 km by others.
- Employees will be provided with 3 boxes each. Boxes to be transported to the identified nearby facility within a radius of 2,5 km.
- Post-construction, furniture will be transferred from the nearby facility to Queens Warehouse building, re-assembled in a position in accordance with the spatial plan.

- Boxes to be transported back to Queens Warehouse.
- Damages sustained to any of the furniture in the process of being either disassembled, reassembled or transported must be reported to *Project Manager* immediately.

1.2 Employer's Objectives

The *Employer's* objective is to achieve Completion of the *works* by meeting the Completion Date whilst still maintaining the highest environmental quality and safety standards and minimize disruptions to ongoing port and terminal operations.

Emphasis is placed on the *Employer's* commitment to environmental management and safety and their objectives of "Zero Harm", of achieving a zero LTI and a zero environmental legal contravention during the construction contract.

The *Employer's* project specific objectives are to:

- Provide Port infrastructure ahead of demand,
- Increase longevity and reliability of Port infrastructure,
- Improve performance and efficiency of Port operations,
- Ensure greater investment in Port infrastructure by creating business opportunities for local contractors and SMME's.
-

1.3 Purpose

The purpose of this document is to outline the scope of *works* and deliverables that TNPA will require of a *Contractor* with the necessary experience and expertise to conduct the refurbishment of Queens Warehouse building with minimal disruption to Port operations. The *Employer* and the Owner of the *works* is Transnet National Ports Authority (TNPA).

1.4 Scope of Work

The scope of works to be provided by the contractor on the Queens Warehouse Building project is aimed at prolonging the asset life and ensuring compliance to the regulations. The works include, but are not limited to:

- a) Site establishment
- b) Conducting surveys and confirmation of control points
- c) Repairs and refurbishment to the existing ground, first floor and second floor
- d) Electrical works
- e) Refurbishment of the existing HVAC system
- f) ICT

- g) Security
- h) The project phases and description of each phase work duration, sectional completion requirements, safety protocols for working in an occupied building.

1.4.1 Civil and structural works

Refer to Annexure A1- Civil *works* and

Refer to Annexure A2- Structural *works*

1.4.2 Mechanical Works/ HVAC

Refer to Annexure A3- Mechanical works

1.4.3 Electrical Works

Refer to Annexure A4- Electrical *works*

1.4.4 Architecture Works

Refer to Annexure A5- Architecture *works*

1.4.5 Security Works

The BABYLON XMP-K32 8 reader controller is to be installed inside the building wall mounted closest to the UPS supply or main electrical supply room. The Babylon XMP-TMC2150-S readers will be installed on the speed stiles.

All cables must be routed through trucking or conduit with appropriate glands and fasteners to and from equipment. The service provider will provide and install the electrical need from the main supply for the access control equipment and issue an electrical certificate of compliance (COC) certificate.

The service provider is required to supply, install and configure the Access Control equipment to the existing Babylon access control system W3D Version 5.0, for the Port of Durban Security Department.

The Site and background information is further described in Part C4: Site Information.

The *Contractor* shall Provide the Works in accordance with the technical, health and safety, environmental, quality, industrial relations and programming requirements as set out in the Works Information. The *Contractor* shall not delegate the *works* to any other person who lacks the experience and qualifications to do the *works*.

1.5 Reference Documents

- a) Construction Regulations 2014 of the Occupational Health and Safety Act.
- b) The Assets Maintenance Principles and Procedures, Asset Maintenance Version 4.0 October 2011.
- c) National Ports Act (Act No. 12 of 2005 as amended).
- d) South African National Standards (SANS)
- e) Occupational Health and Safety Act 85 of 1993 (OHS Act)

1.6 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	<i>Contractor</i> Documentation Register
CDS	<i>Contractor</i> Documentation Schedule
CIRP	<i>Contractor's</i> Industrial Relations Practitioner
CRL	<i>Contractor</i> Review Label
CSHEO	<i>Contractor's</i> Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DWG	Drawings
EO	Environmental Officer
HAW	Hazard Assessment Workshop
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee
JSA	Job Safety Analysis

Native	Original electronic file format of documentation
NEMA	National Environmental Management Act
NCR	Non-conformance report
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
TNPA	Transnet National Ports Authority
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
COLTO	Committee of Land Transport Officials

2 Engineering and the *Contractor's* design

2.1 *Employer's* design

2.1.1 The Employer designs all parts of the *Works*, except for the temporary works which are to be designed by contractor during construction. The technical specification of the materials, construction, production, testing, and transport is contained in Technical Specifications. The design work for the permanent Works has been undertaken by Transnet National Ports Authority. The Employer's design for the Works is contained in the Works Information and all annexures thereto, including drawings and technical specifications

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

2.1.3 The information that the *Contractor* requires from the *Employer* will be made available on request and limited to specific detail as determined by the Project Manager.

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

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

- Layout of laydown areas
- Layout of site offices

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

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

The *Contractor* is responsible for the overall integration of the design of the works with the design of the *Employer* as stated above.

The *Contractor* will also be required to provide samples of paint colours, wall finishes, ceiling finishes and floor finishes prior to procurement or installation of the materials. Unless expressly stated to be part of the *Employer's* design responsibility as stated in *Employer's* design above, and whether or not expressly stated to be part of the *Contractor's* design responsibility under this paragraph 2.2, all residual design responsibility and overall responsibility for the total design solution for the works rests with the *Contractor*.

2.2.1 The *works* shall include, but not be limited to:

- a) All Temporary Works
- b) Layout of laydown areas
- c) Layout of site offices
- d) Traffic Management Plan for all roads affected by the development

2.2.2 The *Contractor* warrants that his workmanship shall be of the highest grade, installed in a practical and quality manner in accordance with Best Practice, ready and complete for full operation upon completion of the *works*.

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

2.3.1 The *Contractor* shall address the following procedures:

- a) The *Contractor* shall submit details of his temporary Works, planned traffic accommodation and all other items required for the Works to the *Project Manager* for review and acceptance.

2.3.2 The review period is a minimum of two (2) weeks from the date of receipt of the *Contractor's* design pack; this period can be extended provided both parties "*Contractor* and *Project Manager*" agree in writing to extend.

2.3.3 The *Project Manager* will provide written comments on the *Contractor's* designs for the *Contractor* to clarify or note, the *Contractor* will either incorporate the comments or clarify issues raised and assure the *Project Manager* that the design addresses all issues raised.

2.3.4 Once the review and comments process is finalized, the *Project Manager* will sign off for the acceptance of the *Contractor's* design, drawings and specifications.

NB: It shall be noted that the sign off for acceptance does not relieve the *Contractor* of his responsibility and accountability for his own design.

2.3.5 Documentation Submission in undertaking the 'Works' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements as stipulated under documentation submission section below.

2.4 Review and Acceptance of *Contractor* Documentation

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

In undertaking the 'Works' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements stipulated under documentation submission section below.

2.5 As-built drawings, operating manuals and maintenance schedules

2.5.1 The *Contractor* shall be required to furnish three final copies of each as-built drawing, operating manuals and maintenance schedule (in native and pdf format) to the *Project Manager* one week prior to take over of the *works*.

2.5.2 The *Contractor* submits final documentation to the *Project Manager* before Completion. This final documentation is documentation for which no further review is required.

2.5.3 The *Contractor* provides specifications in an A4 hard covered, red, grease and waterproof binder, using two ring type binders. The specifications are well indexed, user friendly and must include a summarised table of contents.

2.5.4 Drawings and charts larger than A4 are folded to fit in the file mentioned above and enclosed in an A4 plastic pocket.

3 Construction

This section deals with general construction constraints relating to site wide activities.

3.1 Temporary *works*, Site services & construction constraints

3.1.1 The *Contractor* complies with the *Employer's* Site entry and security control, permits, and Site regulations.

3.1.2 The *Contractor* bears all costs incurred in providing their personnel with ID cards and access permits to the site.

3.1.3 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 to cause the least possible disruption to the *Employer's* operations.

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

3.1.5 The *Contractor* shall develop a traffic management plan in order to ensure safety in construction as well as to minimise the interference to operations and Others.

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

3.1.7 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.

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

- Monday to Friday: 07h00 to 17h00
- Saturday and Sunday: 07h00 to 14h00

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.

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

3.1.10 Housing of the Contractor's people on site is not permitted.

3.1.11 All work on, over, under or adjacent to railway lines and near high voltage equipment shall comply with Transnet SOC Limited codes of conduct.

3.1.12 Prior to bringing Equipment to Site the *Contractor* will be required to notify the *Project Manager* as per the NEC3 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 to Site once the *Project Manager* issues approval in writing.

3.1.13 All the *Contractor's* staff and labour to comply with the *Employer's* operational safety requirements and are equipped with all necessary PPE and high visibility apparel. When working within two meters of the quay wall, the necessary floating apparel should be worn at all times.

3.1.14 The *Contractor* to employ a security official who will be responsible for site camp, material and the construction site, more over the *Contractor* is responsible for his security official's guard house.

3.2 Health and safety facilities on Site

3.2.1 All health and safety matters associated with the *Works* shall be dealt with in accordance with Occupational Health and Safety Act (Act No. 85 of 1993) and the Transnet National Ports Authority Health and Safety Specifications contained in Project Health and Safety Specifications.

3.2.2 The *Contractor* performs the *Works* and all construction activities within the Site and Working Areas in accordance with the CHSMP.

3.2.3 The *Contractor* complies with the CEMP, SES and PES in the construction of the *works*.

3.3 Title to Materials from demolition and excavation

3.3.1 The *Contractor* has title to all Materials arising from excavation and demolition in the performance of the *works* in accordance with ECC Clause 73.2

3.3.2 The Contractor has no title to an object of value or of historical or other interest within the site. The title to such Material/Object (as referenced herein) will be remaining with the *Employer*. The *Project Manager* shall instruct the *Contractor* how to label, mark, set aside and/or dispose of such Materials/Object for the benefit of the *Employer* in accordance with ECC Clause 73.1.

3.4 Cooperating with and obtaining acceptance of others

3.4.1 The *works* will be performed in a port operational environment. The access to the Queens Warehouse Building and its surveillance system must remain accessible for maintenance vehicle for the duration of the Contract.

3.4.2 At least some of the Site work may take place while the adjacent areas will be in operation. The Contractor shall take all necessary steps for his Works not to interfere

with operations and to ensure that normal traffic flow of the operational terminal is not obstructed.

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

3.5 Publicity and progress photographs

3.5.1 The *Contractor* obtains the permission and approval of the *Project Manager* before erecting any notice boards.

3.5.2 The *Contractor* provides progress photographs at bi-weekly progress meetings in a CD format or uploaded to a virtual drive.

3.5.3 Progress photographs are to be taken with a high-resolution drone camera, preferably 1440p or 2160p resolution. The *Contractor* obtains permission and approval from the *Project Manager* before each drone voyage.

3.5.4 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.

Photographs are to be submitted in JPEG format, with a minimum resolution of 1200 x 800. Each set of photographs must be accompanied by an index showing:

- Contract reference
- Photograph file reference
- Date of Photograph
- Subject matter.

3.5.5 The digital photographic Equipment used shall be intrinsically safe.

3.5.6 The Contractor treats all information gained through his appointment on this project as strictly confidential. The Contractor is not allowed to prepare or present any paper, publish any article in a technical journal, or derive publicity for his business which makes any reference to any aspect of the work on this project unless the Employer grants special permission, in writing, for the purpose.

3.5.7 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*.

3.6 Contractor's Equipment

This section deals with general requirements relating to the *Contractor's* Equipment.

3.6.1 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.

3.6.2 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.

3.6.3 The *Contractor* shall submit a comprehensive list of Equipment, intended to complete the *works*.

The use of all 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.

3.6.4 The *Employer* does not provide any Equipment for the *Contractor*.

3.6.5 The *Contractor* provides all qualified operators, special certificates, permits to operate and the like for Equipment as required by the occupational Health and Safety Act 85 of 1993 and submits to the *Project Manager* for his acceptance prior to using the Equipment on the Site and/or Working Areas.

3.7 Site services and facilities

3.7.1 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*.

3.7.2 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.

3.7.3 The *Contractor* shall provide, maintain and remove lockable portable chemical type toilets. An area will be made available within the *Contractor's* Working Areas.

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

3.8.1 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, workshops, and other *Contractor's* Equipment.

3.8.2 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.

3.8.3 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.

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

3.9 Facilities provided by the *Contractor*

3.9.1 The *Contractor* submits the following drawings to the *Project Manager* for acceptance before commencing with the establishment of the site facilities:

- Location drawing showing the area to be occupied by the *Contractor* in relation to the Port infrastructure.
- Layout drawing of the proposed facilities.

- 3.9.2** The *Contractor* shall ensure that his Site establishment area is compliant with the relevant safety regulations and restrictions and is clearly sign posted.
- 3.9.3** All costs for preparation of the Site establishment area shall be for the *Contractor's* account.
- 3.9.4** The *Contractor* shall submit details of the layout of his Site establishment to the *Project Manager* for his acceptance.
- 3.9.5** The *Contractor* shall be 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 shall be for the *Contractor's* account.
- 3.9.6** The *Contractor* shall provide the *Project Manager* with a "Certificate of Compliance" ("COC"), by an "accredited" person as defined by the OHS Act, in respect of his Construction Power electrical installation. The *Project Manager* shall only make construction power available upon receipt of the COC.
- 3.9.7** The *Supervisor* (or his nominated representative) shall conduct routine inspections of the *Contractor's* construction power reticulation and power tools. If found to be unsafe and/or non-compliant with statutory requirements, the electrical power supply shall be disconnected until the *Contractor* rectifies all defects.
- 3.9.8** Wherever the *Contractor* provides facilities and all items of Equipment, involving, inter alia, office accommodation, Plant and Material storage, etc., within the Working Areas, the *Contractor* shall make good and provide full reinstatement to the land (including all apparatus of the *Employer* in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
- 3.9.9** Upon completion, and within 2 weeks of the date of acceptance of the works, the *Contractor* shall completely remove 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 shall leave the Site and Working Areas in a tidy condition to the satisfaction of the *Project Manager*.
- 3.9.10** No excess or discarded materials or Equipment shall be buried or dumped within the port boundary.

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

3.9.12 The *Employer* shall not provide any security for the Site and working areas. The *Contractor* shall provide 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.

3.9.13 The *Contractor* shall sign the in-survey and out-survey and furnishes copies in accordance with the CDS to the *Project Manager* for record purposes.

3.9.14 Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of Equipment, involving, *inter alia*, office accommodation, 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.

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

3.9.16 The *Contractor* must provide a security official at his own cost for overseeing his laydown area, site camp, his visitors and for any other purpose that is linked to the *Contractor*.

3.9.17 The *Contractor* must ensure that he provides fully furnished offices for his own employees and 1 fully furnished independent office for the client, kitchens, eating area and ablution facilities.

3.10 Existing premises, inspection of adjoining properties and checking work of others

3.10.1 The *Contractor* is required to conduct detailed physical inspections and photographic surveys to record the condition of the surrounding area, including the condition of existing facilities, premises and machinery/equipment. The *Contractor* shall submit to the *Project Manager* a detailed condition and photographic survey report. On completion of the project the *Contractor* and the *Project Manager* will do a physical inspection of

the surrounding area to ascertain the condition after construction, the inspection and photographic report will be used as the reference document.

3.10.2 The *Contractor* will be held responsible for any damage to existing structures and surfacing caused by the *Contractor* during the execution of the contract; fair wear and tear excluded, and shall repair it to the satisfaction of the *Supervisor* on conclusion of the *works*. For this purpose, a joint inspection with the *Supervisor* will be carried out prior to occupation of the site(s) and any existing damage noted.

3.10.3 Survey control and setting out of the works

Immediately after the starting date, and prior to final design, the *Contractor* shall survey the complete site of final operation of the equipment or, if the site of final operation is not completed yet, obtain the necessary site arrangement and interface drawings from the *Project Manager*. This survey serves to confirm dimensions and relative positions of all things, existing or to be supplied by Others, that will interface with the equipment, for example location of electrical power supply points.

It is the *Contractor's* responsibility to ensure that the equipment supplied in terms of the contract interfaces successfully with all existing infrastructure.

Any deviation from the data supplied by the *Employer* in the *Works* Information must be brought under the attention of the *Project Manager* and discussed and finalised with the *Project Manager* prior to final design of the equipment.

3.10.4 Excavations and associated water control

All excavations deeper than 1.0m below ground level or as otherwise indicated by the Employer's Safety Officer and Supervisor in terms of the current Construction Regulations, shall either be fully shored or the sides shall be battered back to a safe angle as determined by the strength of the soil and approved by the Supervisor.

Shallow ground water may be encountered in the excavations. Where this occurs, the *Contractor* is to provide suitable de-watering equipment. The discharge from the dewatering equipment must be controlled in accordance with the requirements of the Standard Environmental Specification and Construction Environmental Management Plan. Discharge directly into the storm water drainage system or into the sea is **not permitted**.

3.11 Underground services, other existing services, cable and pipe trenches and covers

3.11.1 The *Contractor* must, in collaboration with the *Supervisor*, ascertain whether or not the service is live. The *Contractor* shall not uplift any such service unless he is instructed to do so.

3.11.2 The *Contractor* shall be held responsible for any damage to known services and he shall take all necessary measures to protect them. In the event of a service being damaged, the Contractor shall immediately notify the Supervisor. The Contractor shall not repair any such service unless he is instructed to do so.

3.11.3 The *Project Manager* shall provide the *Contractor*, as a guide only, with drawing(s) showing various known existing underground services for his information. It is however possible that there are other existing services, which are not reflected, and which may affect the *works*.

3.11.4 The *Contractor* shall conduct proving trenches before excavation work using machinery to ensure underground services are identified and protected before any excavations.

3.11.5 The *Contractor* shall establish the location of the various existing services situated within the Site and Working Areas and records all such information on "marked-up" drawing(s) which remain available for reference at all times.

3.11.6 The *Contractor* shall exercise due care and attention in carrying out any excavation work to avoid damage or disruption to existing services. The *Contractor* shall consult the *Project Manager* prior to undertaking any excavation work.

3.11.7 Should the *Contractor* fail to exercise the requisite care and attention in carrying out the excavation work, then the *Contractor* shall be held liable for any claims arising out of damage caused by such excavation.

3.12 Control of noise, dust, water and waste

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

3.12.2 All Site activities must comply with the relevant parts of legislation.

3.13 Giving notice of work to be covered up

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

3.14 Completion, testing, commissioning and correction of Defects

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

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

Item of work	To be completed by
As built drawings of the completed upgrade per discipline	Within 2 days prior Completion.
Certificates of Compliance,	Within 2 days prior Completion.
Testing and commissioning certificates and data sheets	Within 2 days prior to Completion.
Maintenance plan	At Handover

3.14.2 Use of the works before Completion has been certified

In terms of Clause 35.2 in ECC the *Employer* may use any part of the works before Completion has been certified. This is due to the need to continuously use the road for maintenance vehicles.

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

None.

3.15 Materials facilities and samples for tests and inspections

3.15.1 The *Contractor* to provide all materials, facilities and apparatus required for any test and /or inspections required by the Works Information.

3.15.2 The *Contractor* to provide samples as required by the Works Information.

3.15.3 The *Employer* provides nothing.

3.16 Testing and Commissioning

3.16.1 Testing and commissioning are detailed in Technical Specifications.

3.17 Take over procedures

3.17.1 Takeover is after or at the same time as Completion. The *Employer* may require the *Contractor* to provide assistance, security personnel on a temporary basis etc.

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

3.17.3 The *Contractor* ensures that the documentation as described under paragraph 7.2 of the *Works Information* is presented to the *Project Manager* before Completion.

3.17.4 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*.

3.18 Access given by the *Employer* for correction of Defects

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

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

- a) Limited working space available for the Contractor to perform defects corrections

3.19 Operational maintenance after Completion

3.19.1 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 setting out of the works. Site clearance methods are required to comply with Environmental Policy.

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

4.1.3 Prior to commencing the *works* the *Contractor* records any defects or inaccuracies related to the existing structures 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 *Contractor's* responsibility and for his cost.

4.2 Workmanship

4.2.1 The *Contractor* shall ensure that all *sub-Contractors* have obtained a copy of the Work Information requirements and that the *sub-Contractors* have thoroughly familiarised themselves with the contents of the Works Information. The *Contractor* shall also ensure that all *sub-Contractors* are suitably qualified and experienced to carry out the work for which they have been sub-contracted.

4.2.2 The *Project Manager* may, at his discretion, require a Quality Audit of sub-contractor(s) to ensure that the *sub-Contractor(s)* have the necessary management, facilities, and skilled staff and quality control facilities to carry out the works to ensure compliance with the Works Information.

4.2.3 The *Contractor* shall accept full responsibility for the quality of his *sub-Contractor(s)* work and of materials used, irrespective of any quality surveillance that may be carried out by the *Project Manager*.

5 Materials

5.1 Civil Engineering

Please refer to Annexure A1 for a detailed Work's Information

5.2 Structural Engineering

Please refer to Annexure A2 for a detailed Work's Information

5.3 Mechanical Engineering

Please refer to Annexure A3 for a detailed Work's Information

5.4 Electrical Engineering

Please refer to Annexure A4 for a detailed specification

5.5 Architectural Engineering

Please refer to Annexure A5 for a detailed Work's Information

5.6 Security

Please The BABYLON XMP-K32 8 reader controller is to be installed inside the building wall mounted closest to the UPS supply or main electrical supply room. The Babylon XMP-TMC2150-S readers will be installed on the speed stiles.

All cables must be routed through trucking or conduit with appropriate glands and fasteners to and from equipment. The service provider will provide and install the electrical need from the main supply for the access control equipment and issue an electrical certificate of compliance (COC) certificate.

The service provider is required to supply, install and configure the Access Control equipment to the existing Babylon access control system W3D Version 5.0, for the Port of Durban Security Department.

The Site and background information is further described in Part C4: Site Information. The Contractor shall Provide the Works in accordance with the technical, health and safety, environmental, quality, industrial relations and programming requirements as set out in the Works Information. The Contractor shall not delegate the works to any other person who lacks the experience and qualifications to do the works.

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:

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick-off meeting	Once off at the start of the contract	Queen's Warehouse Boardroom / Virtual	<i>Project Manager</i> (and appropriate key persons) and <i>Contractor</i>
Risk register and compensation events	Bi-weekly or as soon as risks have been identified	On Site / Virtual	<i>Project Manager</i> (and appropriate key persons) and <i>Contractor</i>
Overall contract progress and feedback	Bi-weekly	Queen's Warehouse Boardroom / On Site / Virtual	<i>Project Manager</i> (and appropriate key persons) and <i>Contractor</i>
Safety meetings	Monthly	On Site	Construction Manager (and key persons), Safety Manager and <i>Contractor</i>

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 Socio-economic objectives

The objective of the project is to provide for a minimum contract participation goal (CPG) of 30% of the total project value and to develop targeted enterprises by the main or lead partner contractors.

a. The successful Contractor shall:

1. Subcontract a minimum of 30% of the total project value to targeted enterprises;
2. develop the targeted enterprise/s in two development areas as specified in the Standard, and agreed by both the main contractor and the targeted enterprise/s;
3. perform needs analysis on the targeted enterprise to identify developmental goals;
4. provide internal mentorship support to improve the targeted enterprise/s performance;
5. develop a project specific enterprise development plan to improve the targeted enterprise/s performance in the identified developmental areas;
6. monitor and report the progress of the agreed development areas with the targeted enterprise/s; and
7. submit a project completion report to the Employer's representative for each targeted enterprise.

b. The development of the Targeted Enterprise shall be guided by the CIDB Competence Standard for Contractors Gazette No. 41237, 10 November 2017. Table 2. below outlines the minimum recognised qualifications to which development of targeted enterprises must be undertaken by the main contractor.

Table 2. Recognised Qualifications

CIDB Grade	Minimum NQF Level	Recognised Qualifications
Business Management		
5 & 6	5	National Occupational Qualification in Business Management NQF 5
2 to 4	2	National Certificate: Construction Contracting NQF 2
Building and Construction Works Management		
5 & 6	5	National Certificate: Management of Building Construction Processes NQF 5
2 to 4	3	- NCV 4: Civil Engineering and Building Construction, or - National Certificate: Supervision of Construction Processes
Civil Engineering Construction Works		
5 & 6	5	- National Certificate: Management of Civil Engineering Processes NQF 5, or - National Diploma: Civil Engineering and Building Diploma
2 to 4	3	- NCV 4: Civil Engineering and Building Construction or - National Certificate: Supervision of Construction Processes, or - Further Education and Training Certificate: Supervision of Construction Processes

Source; cidb Competence Standard for Contractors; Gazette Notice No. 41237

MANAGEMENT

State the requirements for development:

The contractor shall provide a competent person/s to provide internal mentorship to the Targeted Enterprise/s in the two agreed developmental areas.

The Format of Communications

The contractor shall submit to the Employer's representative:

1. Project interim reports in the specified format (ED105P) detailing interim value of the CPG that was achieved. Such a report shall also contain a monthly progress report, compiled by the employer's representative and the contractor, detailing an assessment of the enterprise development support provided.
2. Project completion report, in the specified format (ED101P), to the Employer's Representative for acceptance within 15 days of achieving practical completion. The report shall include the value of the CPG that was certified in accordance with the contract, cidb registration numbers of each and every targeted enterprise and the value of the subcontracted works or the participation parameter of the joint venture entered into; and
3. Enterprise development declaration (ED104P).

The Key Personal:

The contractor shall appoint an Enterprise Development Co-ordinator and a competent person/s to provide internal mentorship.

Management Meetings:

The contractor shall report to the Employer's Representative on the implementation and progress of the targeted enterprise development and CPG.

The Forms for contract administration:

The contractor shall submit to the Employer's Representative the following proformas:

- Form ED 105P Project Interim Report
- Form ED 104P Enterprise Development Declaration
- Form ED 101P Project Completion Report

Records:

The contractor shall:

- keep records of the targeted enterprise development,
- keep records of the payments made to the targeted enterprises in relation to the CPG,

- ensure all the documentation required in terms of the Standard is provided in a timely manner and according to a prescribed format where applicable.

Payment Certificates:

The contractor shall:

- achieve the measurable CPG and providing enterprise development support to the targeted enterprise/s as per the Standard,
- submit payment certificates to the Employer Representative at intervals determined in the Contract.

6.3 Documentation Control

6.3.1 The Contractors documentation shall be issued to the Project Manager under cover of the Contractor's Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the Contractors Project Document Number, Revision Number, Title and chronological listing of transmitted documentation.

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

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

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

6.3.5 Electronic files submitted to the Project shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to have, always, the latest generation of virus protection software and up-to-date virus definitions.

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

documentation. The Contractor shall maintain electronic format of ALL project documentation for the duration of the contract

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

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

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

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

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

6.3.12 The Contractor shall ensure adequate resources are available to manage and execute the Document Control function as per the requirements of the Project. (The Contractor shall ensure that a dedicated Document Controller is available for the Project).

6.4 Safety risk management

6.4.1 The *Contractor* complies with the following requirements: 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 Project Specific Health and Safety Specifications.

- 6.4.2** 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.
- 6.4.3** The *Contractor* must prepare and submit the Occupational Health & Safety file to the Project Manager for acceptance. The Safety plan will then be submitted to the TNPA appointed Health and Safety Agent for approval before start of the *works*.
- 6.4.4** The *Principal Contractor* ensures that its Contractors comply with the CHSMP and relevant statutory requirements of the Occupational Health & Safety Act, 1993 (Act No. 85 of 1993), and ensure that HAZCON study is arranged with Client before commencement of construction work. The Contractor shall ensure that all role players required for HAZCON study are informed on time and PHA-PRO software is utilised for the workshop.
- 6.4.5** 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:
- 6.4.6** The Construction Manager (CM) is responsible for health and safety on the Site and Working Areas and reports to the *Project Manager*. The Principal Contractor must ensure that the appointed Construction Manager is competent. The CM must ensure that the Health and Safety Manager is appointed for the project, depending on the Construction Management Plan and also ensure that Health and Safety Officer per team is appointed and both are registered with SACPCMP. The Principal Contractor ensures that its Contractors comply with the requirements of the SMP.
- 6.4.7** The CM specific tasks 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.
- 6.4.8** The PSSM is responsible for ensuring that the Contractor complies with the SMP. The PSSM acts on behalf of the Project Manager.

6.4.9 The PSSM specific tasks are:

- a) Ensure that the overall project safety requirements are complied with
- b) Provide guidance on safety related issues arising during the execution of the project

6.4.10 The *Contractor* makes the SMP available to its employees and Sub-Contractors in the *language of this contract*.

6.5 Environmental constraints and management

6.5.1 All work is to be conducted in accordance with the principles of the National Environmental Management Act, 1998 (Act no 107 of 1998) but not limited to other applicable regulations, municipal bylaws e.g. schedule trade and occupations bylaws as well as the accepted environmental good practice.

6.5.2 All required licences and permits must be obtained by the *Contractor* from relevant authorities prior to the commencement of project activities where applicable.

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

- Transnet Integrated Management Systems (TIMS) Commitment Statement – IMS-GRP-GDL-002-1
- Standard Operating Procedure for Construction Environmental Management (SEM SOP) (009-TCC-CLO-SUS-11386).
- Minimum Environmental Standards for Construction (MERC) (009-TCC-CLO-SUS-GDL-11385.26)
- Contractor Environmental and Sustainability Specification Guidelines (CESSG) TRN-IMS-GRP-GDL-014.4

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

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

- 6.5.4** The *Contractor* performs the *works* and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as outlined in section 6.4.3 above. The CEM SOP describes the main roles and responsibilities of the project team with respect to Environmental Management.
- 6.5.5** The CESSG describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the *Contractor* observes and complies.
- 6.5.6** The PES describes more particularly the environmental standards applicable to the *works*, the Site and the Working Areas and sets out variance (including additions) to the CESSG. The PES may require higher minimal standards than those described in the SES as may be required by the relevant environmental authorities but may not necessarily be limited to: Environmental Approvals (e.g. Environmental Authorisations, Water Use Licenses, Waste Management Licences, etc.); Environmental Management Programmes/Plans.
- 6.5.7** The above requirements shall be applicable to the main *Contractor*, its service providers and suppliers. The Contractor must comply with all the requirements of the CEM SOP, CESSG and PES as mentioned in section 6.4.3 above.
- 6.5.8** The *Contractor* must appoint a **FULL TIME** Environmental Officer (EO) to monitor and manage compliance to Environmental Specification and all applicable environmental legislation. The Contractor EO must be 100% allocated to the project and must be employed for the duration of the contract. Sharing of an EO resource between projects is not allowed. The EO must as a minimum have at least 3 years work experience in environmental management within the construction environment.
- 6.5.9** The roles and responsibilities of the Contractor's EO are stated in CEM SOP. The contractor's EO must be 100% full time on site during working hours.
- 6.5.10** The *Contractor* will be required to submit an environmental file to TNPA post award of tender. Particular requirements of the Employer will be made known on award of the

contract. Site access certificate shall not be granted until the environmental file has been approved by the *Employer*.

6.5.11 The overarching obligations of the *Contractor* under the CEM SOP before construction activities commence on the Site and/or Working Areas is to provide environmental method statements for all construction operations at the Site and/or Working Area by the *Contractor* and where requested by the CM:

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

- a) Establishment of construction lay down area
- b) Hazardous and non-hazardous solid waste management
- c) Storm water management
- d) Contaminated water management
- e) Prevention of marine pollution
- f) Hydrocarbon spills
- g) Diesel tanks and refuelling procedures
- h) Dust control
- i) Spoil dumping
- j) Sourcing, excavating, transporting and dumping of fill material
- k) Noise and vibration control
- l) Removal of rare, endemic or endangered species
- m) Removal and stockpiling of topsoil
- n) Rodent and pest control
- o) Environmental awareness training
- p) Site division
- q) Emergency procedures for environmental incidents
- r) Contractor's SHE Officer
- s) Closure of construction laydown area

The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of their activities and accordingly prepare separate method statements describing how each of these impacts will be prevented or managed so that the standards set out in the CESSG document are achieved. The method statements will be prepared in accordance with the requirements set out in the CEM SOP. These method statements shall form part of the environmental file. The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the Environmental Induction Programme prior to commencing any

work on Site. If new personnel commence work on the Site during construction, the *Contractor* shall ensure that these personnel undergo the Environmental Induction Programme and are made aware of the environmental specifications on Site.

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

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

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

A copy of the CEM SOPP, CESSG and PES shall be available on Site, and the *Contractor* shall ensure that all the personnel on Site (including Subcontractors and their staff) as well as suppliers are familiar with and understand the specifications. The contractor and its subcontractor.

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 be responsible for rehabilitating and cleaning all areas to the satisfaction of the TNPA Environmental Manager or Environmental Specialist as detailed in the CESSG. Sufficient environmental budget must be allocated to achieve this including all environmental requirements for the project for the duration of the contract.

The *Contractor* must ensure that its Subcontractors comply with the Environmental Specification.

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

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

The Contractor must comply with TNPA Asbestos Management Plan should asbestos contamination be uncovered during excavation.

6.6 Quality assurance requirements

The *Contractor* shall ensure that all contractual deliverables required to be executed and completed are given due consideration to meet the client's Technical Specifications, Drawings and General Quality Requirements for Contractors and Suppliers (**TNPA-QUAL-REQ-14.1**).

The *Contractor's* Quality Management System (QMS) shall conform with the requirements of ISO 9001:2015 to ensure and demonstrate that material, workmanship, procedures, and services conform to the specified requirements.

The *Contractor* submits his Quality documents to the Employer as part of his programme under ECC Clause 31.2 to include details of:

1. Quality Manual that is aligned to ISO 9001:2015 QMS requirements.
2. Quality Policy that is aligned to ISO 9001:2015 requirements
3. The Project Quality Plan for the contract SHALL cover project scope and be aligned to TNPA-QUAL-REQ-14.1 General Quality Requirements for Contractors and Suppliers.
4. CV of Quality Officer supplemented by Quality diploma / Technical diploma and ISO 9001:2015 Quality Management System training certificates (Implementation of QMS and Internal Auditing). The Quality Officer MUST have a minimum of 3 years' quality experience in similar projects.
5. Quality Control Plan MUST cover all Engineering disciplines and clearly identify all inspection, test, verification requirements to meet contractual obligations, specification and drawings as required by the project scope.

6.6.1 Project Quality Plan

The Project Quality Plan (PQP) shall outline the quality strategy, methodology, quality resource allocation, Quality Assurance and Quality Control co-ordination activities to ensure that the scope meet the standards stated in the Scope Information.

The Contractor's PQP shall provide a description of how documents provided by the *Employer* to the Contractor are to be managed. The *Contractor* develops and maintains

a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.

The *Employer* indicates those documents required to be submitted for information, review or acceptance and the *Contractor* indicates such requirements within his register of documents.

The register shall indicate the dates of issue of the documents with the Employer responding to documents submitted by the Contractor for review or acceptance within the period for reply prior to such documents being used by the Contractor.

6.6.2 Quality Manual

A copy of the *Contractor's* Quality Manual will be requested for review by the *Employer* followed, by a Quality Management Systems (QMS) audit at the *Contractor's* Head Office to obtain evidence that a satisfactory quality management system is being maintained.

6.6.3 Quality Officer

The *Contractor* shall nominate a suitably experienced quality representative as referenced on item 4 above. The Quality representative will be responsible to ensure that the PQP requirements are implemented on site. The *Contractor* shall submit the CV and qualifications / certificates of his nominated quality representative for the Project Manager's review and approval.

6.6.4 Quality Control Plan

- a) The *Contractor* shall provide a Quality Control Plan (Inspection and Test Plan) specifying his proposed quality control activities for the entire scope of supply and scope of works. The Quality Control Plan shall reference the procedures, codes and standards which apply to the listed activities, the acceptance criteria, the records to be produced and similarly it shall incorporate all Sub-contractors and supplier's activities. The Quality Control Plan shall be prepared in the Contractors / Suppliers standard format.
- b) Deviations from this Quality Control Plan may only be permitted following acceptance in writing by the Engineer and/or the appointed Third-Party Inspection Authority.

- c) The Contractor shall not undertake any work in advance of the review and acceptance of the Quality Control Plan without the written consent of Transnet.
- d) During the review of the Quality Control Plan / Inspection and Test Plan, Inspection and Test intervention points will be included by Transnet and, where applicable, the Third-Party Inspection Authority to indicate their intended monitoring during manufacturing, fabrication, and installation.
- e) The *Contractor* / Supplier shall ensure that any work subcontracted will be covered by Quality Control Plans / Inspection and Test Plans generated by the relevant Sub-contractor or Supplier.

6.6.5 Subcontractor

The *Contractor* shall also ensure that all Sub-contractors are suitably qualified and experienced to carry out the work for which they have been sub-contracted.

The *Employer* may, at own discretion, require a Quality Audit of sub-contractor(s) to ensure that the sub-Contractor(s) have the necessary management, facilities, skilled staff, and quality control facilities to carry out the Works to ensure compliance with the Works Information.

The *Contractor* shall accept full responsibility for the quality of his sub-contractor(s) work and of materials used, irrespective of any quality surveillance that may be carried out by the *Employer* or his representative.

6.7 Programming constraints

6.7.1 The contractor must note the phases as stipulated in the construction methodology/sequencing document and ensure the programme development stipulates the sectional completions dates as detailed in the contract data. Refer to Annexure K.

6.7.2 The Contract programme, progress reports, subsequent updates, revisions and supplementary programmes as detailed in this section are an essential part of the project control system used by the Employer for managing the Works and in monitoring the progress of the work under the Contract. Key Dates and Completion Dates as defined in the Contract Data are incorporated into the programme.

6.7.3 The *Contractor's* Detailed Programme, which complies with the requirements as indicated in the *Works* Information, shall be submitted in both hard and soft copy forms. Primavera version 6.2 or similar is being used by the Employer for Planning on

the Project. The Contractor shall use a suitable computerised planning package, as approved by the Project Manager, which is compatible with Primavera version 6.

6.7.4 The Critical Path Method (CPM) technique of planning and scheduling must be used for the Contract. The Contractor shall provide programmes showing the critical path(s), together with a total float report for acceptance by the Project Manager.

6.7.5 The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of the CEMP, SES, PES and SMP as described under paragraph 7.2 of the Works Information, together with the associated environmental method statements.

6.7.6 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.

6.7.7 The *Contractor* complies with the *Employer's* programme requirements and NEC requirements when he submits his first programme.

6.7.8 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.

6.7.9 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.

6.7.10 The *Contractor's* programme shows duration of operations in working days.

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

- Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.

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

6.7.12 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*.

6.7.13 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.

6.7.14 The *Contractor’s* weekly programme narrative report includes:

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

Others operate on Site during the execution of the project.

6.7.15 Programme submission

A draft copy of the *Contractor's* First Programme shall be submitted with the Tender Document returnable and shall comply with the requirements as indicated in the *Works* Information.

6.7.16 Contract programme (baseline)

The *Contractor's* First Programme, agreeing with the tender submission, shall become the "Contract Programme" or "baseline" against which actual time performance will be compared. Once the baseline has been established, all subsequent programmes will have baseline (target) bars shown against each activity. This programme will be used as the basis on which all variations, extensions of time and changes to methods of delivery shall be assessed.

Identified deviations from the baseline shall be addressed by the *Contractor* by either demonstrating that the deviation does not constitute a problem to the overall *Contractor's* Programme or providing a course of action to remedy the deviation. All revisions to the contract programme shall be prepared by, and at the cost of, the *Contractor*.

6.7.17 Supplementary programmes

The *Employer* may at any time, and at the cost and expense of the *Contractor*, direct the *Contractor* to produce supplementary programmes to highlight a particular aspect of the work under the Contract. The *Employer* shall not unreasonably request supplementary programmes. Revised programme to be submitted with each Compensation Event, clearly highlighting time impact on the critical path.

6.7.18 Progress monitoring and review

Monitoring and review of the progress of work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:

- percentage complete;
- forecast completion date;
- deviations from the baseline programme; and
- actions required to remedy any deviations.

Weekly progress assessment shall be conducted by the *Contractor* to assist with control of the work under the Contract. The *Contractor* shall provide this information

upon request from the *Project Manager*, however any identified deviations shall be automatically reported to the *Project Manager*.

The *Contractor* shall, on a fortnightly basis, update the contract programme and the progress S-curves and submit it to the *Project Manager*.

6.7.19 Monthly status report

The *Contractor* shall provide a written status report by the last working day of each month or such other reporting period as may be required by the *Project Manager* from time-to-time. The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract.

As a minimum the report shall include:

- progress against the Accepted Programme;
- list of milestones achieved during the period;
- status of design, procurement, and off-factory *Works*;
- status of factory *Works*;
- deviations from the contract programme “baseline”, and in particular, the forecast completion dates of activities which have or should have commenced;
- status of approvals;
- actual or anticipated problems with corresponding action plans to minimise the impact;
- summary of *Works* planned for the following period;
- a report on progress of any off-site manufacturing activities of the *Contractor*.

The status report shall state the current percentage progress of each major piece of equipment as applies at that date. Each report shall state the actual completion date for those manufacturing activities completed in the last reported period shall advise the anticipated completion date for each major piece of equipment and shall comment on any delay or variance with respect to scheduled progress.

The *Contractor* shall also report his calculated overall completion percentage for each Subcontract at each report date.

6.8 Contractor’s management, supervision and key people

6.8.1 The *Contractor* employs a Health and Safety Officer and an Environmental officer as key persons under ECC Clause 24.1

6.8.2 The Environmental and health and Safety officers reports to the SHEC on the Site. The Contractor's Environmental Officer 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.

6.8.3 The Contractor's Environmental Officer tasks are:

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

6.8.4 The Contractor's Environmental Officer and Health and Safety Officer submits daily, weekly and monthly checklists to the SHEC.

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

6.8.6 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*.

6.8.7 The CIRP tasks are:

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

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

6.8.9 The *Contractor* provides an Organogram of all his key people (both as required by the *Employer* and as independently stated by the *Contractor* under Contract Data Part Two) and how such key people communicate with the *Project Manager* and the *Supervisor* and their delegates all as stated at paragraph 6.5 of C3.1 *Employer's Works Information*.

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

Items	Key Personnel	Qualifications	Experience
1.	Project Manager	Must have a minimum NQF level 6 or above in the built environment	Must have 8 years' relevant work experience in building refurbishment and building construction projects with traceable reference.
2.	Building Foreman/Supervisor	Must have a minimum N6 or equivalent in Building Construction.	Must have 5 years relevant work experience in building refurbishment and building construction projects with traceable reference.
3.	HVAC Technician	Must have a minimum NQF level 6 or above HVAC design and installation, coupled with ECSA registration as a professional Technician/engineer	Must have 5 years' experience post registration in similar type of projects within the HVAC design and installation, with traceable references in the last 5 years.
4.	Electrical Technician	Must have a minimum NQF level 6 or above in the Electrical design and installation, coupled with ECSA registration as a professional Technician/engineer	Must have 5 years' experience post registration in similar type of projects within the Electrical design and installation, with traceable references in the last 5 years.
5.	Safety Officer	Must have a minimum NQF level 6 in Safety Management qualification or	Must have 8 years relevant work experience in building refurbishment and building

		other relevant disciplines such as SAMTRAC. Professional registration with South African Council for the Project and Construction Management (SACPCMP) or any recognised equivalent regulative professional body.	construction projects with traceable reference. .
6.	Environmental Officer	Must have a minimum NQF level 7, Bachelor of Science in Environmental Science / Bachelor of Arts in Environmental Management.	Must have at least minimum 3 years work experience in environmental management within the construction environment.

6.9 Training workshops and technology transfer

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

- A safety pre-mobilisation workshop
- A *Contractor* employee safety training programmes

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

- Any other training as required by law or specifications referred to in this document

6.10 Insurance provided by the *Employer*

The insurance provided by the *Employer* with the applicable limits and deductibles required by the conditions of contract (if any) is given in the Contract Data insurance provided by the *Employer* is contained in the Contract Data – Part 1. The *Employer's* insurance is applicable to work undertaken on the site only, and the *Contractor* provides insurance for the *Works* for the period up to delivery to the site. This includes insurance during transit and off loading at the site.

The *Employer* advises that the following exclusions apply to the insurance which the *Employer* provides for Loss of or damage to the *Works*, Plant and Materials:

- Loss of monies or the like;
- Aircraft, waterborne vessels or craft;
- Losses discovered by taking of routine inventory;
- Defective workmanship / defective design, re-design betterment or improvement;

5. Consequential loss;
6. Delay damages or penalties for delay;
7. Guarantees for performance or efficiency;
8. Air transit outside territorial limits;
9. Ocean transit or whilst in storage thereafter (unless inspected by an independent third party after off-loading);
10. Maintenance and/or low performance damages;
11. Defects;
12. Wear, tear or gradual deterioration;
13. Electrical and mechanical breakdown or explosion to Plant after Completion tests have been satisfied;
14. Damage to any property insured due to ingress of mud, silt, water, debris unless pipe ends have been sealed at the end of each working day; and
15. Damage to any property exposed or in excess of 10,000 metres of open trench.

The *Employer* advises that the following exclusions apply to the insurance which the *Employer* provides for Liability for loss of or damage to property (except the *Works*, Plant and 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:

1. Death or injury to the *Contractor's* employees;
2. Motor vehicle cover;
3. Aircraft / watercraft ownership cover;
4. Delay damages or penalties for delay;
5. Guarantees for performance or efficiency;
6. Defective workmanship;
7. Gradual pollution and contamination;
8. Vibration cover;
9. Contractual liabilities;
10. SASRIA risks (inter alia riot, strike, political malicious damage)
11. Punitive damages;
12. War, nuclear risks; and
13. Removal of support in excess of R5,000,000

Where the *Works* involve the assembly, erection and installation of Plant, the *Contractor* declares the full replacement value and not the value included in the NEC3 contract.

The *Contractor* liaises with the *Employer* and the *Project Manager* when a claim is made and assists in completing the Claims Advice Form.

6.11 Contract change management

6.11.1 No additional requirements apply to ECC Clause 60 series.

6.12 Provision of bonds and guarantees

6.12.1 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.

6.12.2 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.

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

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

- Records of design employees location of work (if appropriate);
- Records of Equipment used and people employed outside the Working Areas (if applicable);

6.14 The Contractor's Invoices

6.14.1 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.

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

6.14.3 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 [insert relevant details].

The invoice contains the supporting detail [insert relevant details].

6.14.4 The invoice is presented by hand delivery.

6.14.5 Invoices submitted by hand are presented to:

Transnet National Ports Authority

Queens Warehouse Building

237 Mahatma Gandhi Road

Point, Durban, South Africa

4001

For the attention of The Contract Administrator, Transnet National Ports Authority

6.14.6 The invoice is presented as an original.**6.15 People****6.15.1** Minimum requirements of people employed on the Site

- South African Work Permits
- Key Personnel for

6.15.2 The Contractor complies with the following PIRPMP**6.16 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.

6.17 INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES

In the event of any industrial action by the *Contractor's* employees, the *Contractor* is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.

The *Contractor* warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the *Contractor's* employees.

In the event of any industrial action by the *Contractor's* employees, the *Contractor* is obliged:

- a) To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the *Contractor* is required to deliver the report at 8h30 each day.
- b) The Industrial Action Report must provide at least the following information:
 - Industrial incident report,
 - Attendance register,
 - Productivity / progress to schedule reports,
 - Operational contingency plan,
 - Site security report,
 - Industrial action intelligence gathered.
- c) The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.
- d) The management of the *Contractor* is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.

The resolution of any disputes or industrial action by the *Contractor's* employees is the sole responsibility of the *Contractor*.

Access to Transnet premises by the *Contractor* and its employees is only provided for purposes of the *Contractor* delivering its services to Transnet. Should the *Contractor* and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will be deemed to be trespassing.

6.17.1 The *Contractor* complies with the requirements of the IRCC involving the engineering construction *Contractors* engaged (including all future *Contractors*) by the *Employer*. The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to IR issues are stated in the paragraphs following:

6.17.2 The PIRM is responsible for ensuring that the *Contractor* complies with the PIRPMP. The PIRM acts on behalf of the *Project Manager*.

6.17.3 The PIRM specific tasks are:

- To complete the PLA prior to the Contract Date; and
- To assign specific duties to the PSIRM.

6.17.4 The PSIRM is responsible for IR (to include the PLA) on the Site and Working Areas and reports to the *Project Manager*.

6.17.5 The SIRM is responsible, *inter alia*, for day-to-day IR on the Site and Working Areas through the implementation of the PIRPMP. The SIRM reports directly to the PSIRM and the *Project Manager*.

6.17.6 The SIRM specific tasks are:

- To liaise with the *Contractor* prior to the commencement of construction activities (as per the *Contractor's* programme accepted by the *Project Manager*) with respect to IR issues under the SIP.

6.18 Subcontracting

6.18.1 The *Contractor* shall not employ or bring a Sub-Contractor onto the Site and/or Working Areas without the prior approval of the Project Manager. Further, he shall appoint his

Sub-Contractor(s) under the NEC3 Engineering Contract Sub Contract unless approved otherwise by the Project Manager.

6.18.2 The Contractor shall not deviate from an approved Sub-Contractors list without prior acceptance of the Project Manager

6.18.3 It is a specific condition that the *Contractor* subcontracts a minimum of 30% of the value of the contract in terms of Preferential Procurement Regulations, 2017. The *Contractor* must engage with the local municipal district/wards business forums business entities within the immediate surroundings of the Site/Working Area to maximise business opportunities to satisfy the above requirements. This is to ensure any possible risk pertaining to local business forums are mitigated by the *Contractor* through demonstrating evidence to local business forums when enquired during the execution of the contract.

6.18.4 Subcontract documentation, and assessment of subcontract tenders:

- The Contractor is required to appoint his Sub-Contractors under the NEC3 Engineering Contract Subcontract unless accepted otherwise by the Project Manager, and all Sub-Contractors will be required to conform to the requirements as set out herein as if they were employees of the Contractor.
- The Contractor shall ensure that the quality assurance, health and safety, industrial relations, environmental, documentation control and all other requirements placed on him under this contract are transferred into any subcontracts.

6.18.5 Where the *Contractor* employs a Sub-Contractor who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a Sub-Contractor operating on the Site and/or Working Areas, then the *Contractor* ensures that any such Sub-Contractor complies with the CEMP, SES and PES as appropriate and that the subcontract documentation places back-to-back obligations on the Sub-Contractor which reflect the *Contractor's* obligations under the CEMP, SES and PES, all within the *Contractor's* Quality Management System.

6.18.6 Where the *Contractor* employs a Sub-Contractor who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a Sub-Contractor operating on the Site and/or Working Areas, then the *Contractor*

ensures that any such Sub-Contractor complies with the PIRPMP (described under paragraph 4.1.1 of the Works Information) as appropriate and that the subcontract documentation places back-to-back obligations on the Sub-Contractor which reflect the *Contractor's* obligations under the PIRPMP, all within the *Contractor's* Quality Management System as per paragraph 2.5 of the Works Information.

6.18.7 Where under the CEMP as described under paragraph 6.4 of the Works Information, the *Contractor* is required to remove an animal, reptile or bird from the Site and/or Working Areas, the *Contractor* engages a Sub-Contractor who is a specialist and qualified for the removal of such animal, reptile or bird (to include the removal of rare, endemic or endangered species). The *Contractor's* attention is drawn to ECC Clauses 26.2 & 26.3.

6.19 Plant and Materials Quality

6.19.1 The *Contractor* provides Plant and Materials for inclusion in the *works* in accordance with COLTO Section 1200 clause 1205, 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*.

6.19.2 Where Plant and Materials for inclusion in the *works* originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.

6.19.3 The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.

6.19.4 The Contractor performs the following with respect to Plant and Materials procured for the works:

The *Employer* reserves the right to instruct the *Contractor* to provide a certificate as proof of compliance to SANS or other stated standard, for all Plant and Materials used and to be incorporated into the Works.

6.19.5 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.

Plant & Materials provided "free issue" by the Employer

6.19.6 No Plant and Materials will be provided as "free issue" by the Employer.

6.19.7 The *Contractor* provides all Plant and Materials necessary for the *works*.

6.20 Tests and inspections before delivery

6.20.1 The *Contractor* submits to the Supervisor details to certify that tests and inspections have been carried out on Plant and Materials by Others.

6.21 Marking Plant and Materials outside the Working Areas

6.21.1 The *Contractor* prepares and marks items of Plant and Materials outside the Working Areas, however the fabrication of steel will be performed outside the Site. The *Contractor* will be required to mark all steel members that will be for this project.

6.22 Preparation of post Completion contracts

6.22.1 There will be no post completion contracts under linked to this project.

7 List of Annexures

The following is a list of annexures issued by the *Employer* at or before the Contract Date and which apply to this Works Information:

	Description / Discipline	Document No(s)
A1	Civil Engineering	
A2	Structural Engineering	
A3	Mechanical Engineering	
A4	Electrical Engineering	
A4	Architecture Engineering	
B	Drawings	

C1	Transnet Integrated Management System Policy Commitment Statement	TRN-IMS-GRP-POL-002.1
C2	Standard Operating Procedure Construction Environmental Management	009-TCC-CLO-SUS-11386 Version 1.0
C3	<i>Contractor</i> Environmental and Sustainability Specification Guidelines	TRN-IMS-GRP-GDL-014.4 Version 3.0
C4	Standard Generic EMPr DBN	
C5	TNPA Asbestos Management Plan	
C6	eThekweni Municipality Interim Code relating to fire prevention and Flammable liquids and substances	
C7	eThekweni Municipality Schedule Trades and Occupations Bylaws	
C8	Minimum Environmental Management Specifications (MEMS)	009-TCC-CLO-SUS-GDL-11385.26
C9	TNPA approved waste services contractors	
D	General Quality Requirements for Suppliers and Contractors	TNPA-QUAL-REQ-14.1
E	Principal Controlled Insurance	
F1	Health & Safety Pricing Schedule	TRN-IMS-GRP-GDL 014.4
F2	Health and Safety Management	
F3	Health and Safety Baseline Risk Assessment	
G	Contractor Documentation Submittal Requirements	DOC-STD-0001 rev 3
H	Engineering Drawing Standards	AMP 010 – Rev00
I	Standard for uniformity in Engineering and Construction	
J	Project Industrial Relations Policy and Management Plan (PIRPMP)	

K	Construction Management Plan	
L	The Broad-Based Black Economic Empowerment Commission's Practice Guide 01 of 2022	
M	Regulation Governing the Administration of an Oath or Affirmation	
N	Approved Guarantee Issuers	
O	How to Access and Register eTenders	

Part C4: Site Information

C4.1 Site Information

PART 4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

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

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

1. Description of the Site and its surroundings

1.1. General description

The Queen's warehouse Building is located within the Port of Durban's boundaries. Due to the sensitivity of this zone, the port is protected under the national key points Act 102 of 1980. Adherence to this act is enforced by the Port's acts and Port's management, which represents the various tenants in the area, and the landlord, TNPA. Access to Queen's warehouse Building is via Shepstone Street.

Queen's warehouse is a 3-storey building, ground floor has offices, ablution facilities and kitchens and undercover parking, 1st floor has offices, boardrooms, ablution facilities and kitchen, 2nd floor offices has of has offices, boardrooms, ablution facilities and kitchen. The building has two emergency stairs and one lift. The ground floor, 1st floor and the 2nd floor are fully occupied



237 Mahatma Gandhi Road (Queen's warehouse) Location (google maps)

2. Access and access permits

Access to the building requires access permits which shall be obtained from TNPA security offices located at Bay Terrace Building. All costs incurred in providing construction personnel with access permits shall be borne by the Contractor. Access certificates will be arranged by TNPA Project Manager. Access to the site is through Transnet security checkpoints. The contractor shall take into account the traffic congestion through these checkpoints into account when determining their transportation requirements. Pedestrian movement within these sites is not permitted unless authorised by the Project Manager and on routes designated by the Project Manager in conjunction with Port security.

Maintaining client's access

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

The Queen's warehouse building is located outside of the port boundary in the Point precinct under the EThekweni Municipality CBD with the city's flow of traffic that should not be disrupted.

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

Occupations and work permits

Work permit/Notification

A construction permit/notification is essentially an approval from the local Department of Labour permitting the construction project to be executed. It ensures that the project complies with local standards of safety for land use, zoning, and construction.

Hot work permit

Hot work can create significant health and safety hazards that put workers, those around them, and the premises itself in danger. An Employer has a legal duty to ensure that risks in their workplace are assessed, controlled and monitored so that the employees remain safe from harm, including those from hot work. The Employer has identified the hazards during the risk workshop and implemented suitable controls to reduce the risks to as low as is reasonably practicable.

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

Existing services

Existing services drawing will be issued by the TNPA drawing office, where necessary. Due to the potentially high density of services, the uncertainty regarding their exact locations and the sensitivity of the products and the area in general, trenching shall be by hand only and with the use of blunted equipment, contractor to ensure safe working protocol and application of safety procedures before starting the work. The first site meeting shall include a walk about on the site where TNPA will point out known services and hazards that may not be shown on supplied plans.

In addition to the above, the Contractor shall consult the NEC3 ECC supervisor prior to undertaking any excavation work. The Contractor must thereafter exercise due care and attention in carrying out the agreed excavation work as may be directed by the NEC3 ECC supervisor to avoid damage or disruption to existing services.

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

The Contractor is required to liaise with the NEC3 ECC supervisor and establish as accurately as possible, the location of the various existing services situated within the works area and record all such information on a suitable "marked -up" drawing for reference at all times.

Site camp

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

The construction site camp shall be clearly sign posted as such and be compliant with the relevant prevailing safety regulations and restrictions until the Contractor has de-established the camp and this has been approved by the Project Manager or NEC3 ECC Supervisor.