

**Transnet Rail Infrastructure Manager**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REF: TFR/2025/11/0007/111782/RFP

**REQUEST FOR PROPOSAL (RFP)**

**FOR THE: RECONSTRUCTION OF THE EXISTING RADIO MAST AT PORT SHEPSTONE**

<b>RFQ NUMBER</b>	<b>: HOAC DNR 56730</b>
<b>ISSUE DATE</b>	<b>: 21 November 2025</b>
<b>COMPULSORY BRIEFING</b>	<b>: 28 November 2025</b>
<b>CLOSING DATE</b>	<b>: 12 December 2025</b>
<b>CLOSING TIME</b>	<b>: 12h00pm</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date (13/03/2026)</b>

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

DESCRIPTION	RECONSTRUCTION OF THE EXISTING RADIO MAST AT PORT SHEPSTONE
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE.</b>

COMPULSORY TENDER CLARIFICATION MEETING	<p>A <b>Compulsory</b> Tender Clarification Meeting will be conducted <b>on 28 November 2025</b>, at <b>10:00am [10 O'clock]</b> at <b>151 South Coast Road, Loliwe House Durban 4001</b> for a period of one + - (1) hour.</p> <p>The second session for <b>site visit</b> will take place <b>on 28 November 2025 immediately after the first session of the tender clarification meeting. The site is at Port Shepstone in the South Coast in KZN.</b></p> <p><b>[Tenderers to provide own transportation and accommodation].</b></p> <p><b>The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</b></p> <p><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.</li> </ul> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p>
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	<p><b>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's Representative</i>.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>
<b>CLOSING DATE</b>	<p><b>12 December 2025 at 12:00pm</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system.</p> <p><b>If a tender is late, it will not be accepted for consideration.</b></p>

## 2. TENDER SUBMISSION

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

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

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
  - Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
  - Click on "SIGN IN/REGISTER" - to sign in if already registered;
  - Toggle (click to switch) the "Log an Intent" button to submit a bid;
  - Submit bid documents by uploading them into the system against each tender selected.
  - **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**
- b) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
- c) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.

- d) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.
- e) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- f) Submissions must not contain documents relating to any Tender other than that shown on the submission.

### **3. CONFIDENTIALITY**

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

### **4. DISCLAIMERS**

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

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

- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-11 [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
  - *unduly high or unduly low tendered rates or amounts in the tender offer;*
  - *contract data of contract provided by the tenderer; or*
  - *the contents of the tender returnables which are to be included in the contract.*

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

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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

## T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	<b>Transnet SOC Ltd (Reg No. 1990/000900/30)</b>
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
<b>Part T: The Tender</b>	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2: Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
<b>Part C: The contract</b>	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing instructions  C2.2 Activity Schedule
Part C3: Scope of work	C3.1 Works Information



Part C4: Site Information		C4.1 Site Information
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Thembinkosi Ngcobo
	Address:	151 South Coast Road, Loliwe House Bayhead, Durban 4001
	Tel No.	031 361 4023
	E – mail	Thembinkosi. Ngcobo@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	<b>1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:</b> 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  <i><b>Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.</b></i>	
	<b>2. Stage Two - Eligibility in terms of the Construction Industry Development Board:</b> 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 <b>6SL or higher</b> class of construction work, are eligible to have their tenders evaluated.  b) Joint Venture (JV) Joint ventures are eligible to submit tenders subject to the following: <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB;</li> <li>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 <b>6SL or higher</b> class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations</li> <li>The tenderer shall provide a certified copy of its signed joint venture agreement.</li> </ol>	
	<b>3. Stage Three - Functionality:</b>	

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 **70** 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 eligibility criteria will be regarded as an unacceptable tender.***

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 package are as follows:

Identification details:	<p>The tender documents must be uploaded with:</p> <ul style="list-style-type: none"> <li>▪ Name of Tenderer: <b>(insert company name)</b></li> <li>▪ Contact person and details: <b>(insert details)</b></li> <li>▪ The Tender Number:</li> <li>▪ The Tender Description</li> </ul>
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Documents must be marked for the attention of:  
***Employer's Agent:***

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

C.2.15 The closing time for submission of tender offers is:  
Time: **12:00pm** on the **12 December 2025**  
Location: The Transnet e-Tender Submission Portal:  
(<https://transnetetenders.azurewebsites.net>);

**NO LATE TENDERS WILL BE ACCEPTED**

C.2.16 The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the

same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.  
**Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;
3. A valid CIDB CRS Number to be used to verify the CIDB registration and status in the correct designated grading;
4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

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C3.11 The minimum number of evaluation points for functionality is: **70**

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

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

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### Functionality Criteria

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
<b>T2.2-02 Method Statement</b>  To demonstrate Technical Compliance capabilities, Respondents must provide a comprehensive method statement that shows how the work will be carried out for each of the work packages in the scope of work.  The method statement must be supported by the technical specifications for the (i) radio tower, (ii) concrete mix designs, (iii) galvanizing of steel, (iv) tower paint, (v) Corner reflector antenna, (vi) Yagi antenna, (vii) antenna mounting bracket, (viii) LMR400 feeder cable, (ix) Corrugated PE ½ inch cable, (x) lightning protection that will be supplied and (xi) earthing of the tower including	No information submitted, or information submitted that is not relevant to the specified requirements or inadequate information to determine a score for the Radio Mast, Antenna System, Cables, Connectors and how work will be done.	0	<b>60</b>
	Method statement covers 1-3 activities from the scope of work's 9 activities. The understanding of the installation process for telecommunication towers is limited, and main aspects of the process are not well addressed; the technical specifications to support the method statement have not been submitted (0 out of 11).	40	
	Method statement covers 4-5 activities from the scope of work's 9 activities. The understanding of the installation process of telecommunication tower is adequate but main aspects of the process are not well addressed and has provided limited details of how work will be done; submitted 2 to 3 out of 11 technical	70	

<p>quality, sequencing of activities to carry out the services, risk matrix related to project and safety in terms of the tender's requirements. The method statement must outline the tenderer's grasp of the type of work they are bidding for, as well as how they will provide to the achievement of the stated objectives for the Scope of Work. The method statement should cover in step by step at least 9 activities related to tower construction and installation of the RF equipment; these activities are</p> <ol style="list-style-type: none"> <li>1. Safety aspect relating to the entire installation</li> <li>2. Excavation for foundation installation</li> <li>3. Steel fixing</li> <li>4. Concrete works for the foundation</li> </ol>	specifications to support the method statement		
	Method statement covers in detail 6-8 activities from the scope of work's 9 activities. The understanding of the installation process of telecommunication tower is adequate and main aspects of the process are well addressed; all 11 technical specifications to support the method statement have been submitted.	90	
	Method statement covers in detail 9 activities from the scope of work's 9 activities. The understanding of the installation process of telecommunication tower is adequate and main aspects of the process are well addressed; shop drawings for the tower are submitted including all 11 technical specifications to support the method statement (shop drawings contain the site layout, tower drawings with dimensions, site access.	100	

5. Steel connection for assembling the tower			
6. Painting of tower			
7. Erecting of the towers			
8. Earthing installation			
9. Antenna system installation			
Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
<b>T2.2-03 Management &amp; CV's of Key Personnel</b>  The service provider submits an organogram with project team who are Professionally registered with ECSA, SACNASP, SAGC and SACPCMP. A CV of each key staff member and indication of respective discipline as well as certified Professional Registration and Qualification must be submitted. An Experience on construction of telecommunication towers must be clearly indicated in the CV. If during implementation one of the	No information provided or inadequate submission. - No proof of technical capacity or qualified resources. - Key personnel do not have relevant Civil Engineering skills or qualifications. - Insufficient information to assess experience or roles.	0	20
	One key staff member has 1–3 years' experience in Civil Engineering works but has no experience in any of the Industrial, Mining, or Telecommunication Services Industries. Organogram provided but lacks clarity on roles and responsibilities.	40	
	Key staff have acceptable levels of experience and qualifications. - 3–5 years' experience in Civil Engineering works and/or related field like Industrial, Mining, and/or Telecommunication Services Industries. -	70	

<p>personnel is no longer available, they should be replaced with personnel with similar qualifications or higher. The required specialist team should consist of 5 members, which will be supported by a workforce team, and each specialist should possess a minimum of 8 years of experience in their respective fields. The required specialists are as follows:</p> <ul style="list-style-type: none"> <li>▪ Civil Engineer (Pr Eng/Tech)</li> <li>▪ Environmental specialist (SACNASP)</li> <li>▪ Land Surveyor (SAGC)</li> <li>▪ Safety Officer (SACPCMP)</li> <li>▪ Electrician with COC</li> </ul>	Organogram reasonably indicates roles and responsibilities.		
	Key staff have strong relevant experience and qualifications. - 5–7 years' experience in Civil Engineering works, and/or related field like Industrial, Mining, and/or Telecommunication Services Industries - Organogram clearly shows roles and responsibilities.	90	
	All key staff have highly relevant experience and qualifications. - More than 7 years' experience in Civil Engineering works, and/or related field like Industrial, Mining, and/or Telecommunication Services Industries. - Organogram provides more than adequate details on team roles and responsibilities.	100	
Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
<b>T2.2-04 Previous experience</b> To demonstrate capacity to do the work, the respondents must provide a list of previous experience for completed similar work. The bidders	The Tenderer has not submitted the required information; No exposure; references provided not relevant to the scope of work / Inadequate information to determine a score.	0	20

<p>are required to provide project completion reference letters for construction and refurbishment of telecommunication towers for the past 10 years. The reference letter and completion certificate should indicate the following, the client, contact person and the contract/project value relating to the construction, refurbishment and maintenance of telecommunications towers and masts.</p>	<p>The Tenderer's previous experience presented has some relevance to the project but lacks detail i.e. Description of previous projects, value and references. Tenderers generally have experience in one (1) project relating to scope of work and this is demonstrated in the submitted completion certificates. The tenderer lacks convincing evidence of knowledge of previous experience, specific to the works</p>	<p><b>40</b></p>	
	<p>The Tenderer's previous experience presented demonstrates sufficient knowledge and experience to successfully execute this project scope. Tenderers generally have experience in two (2) projects relating to the scope of work and this is demonstrated in the submitted completion certificates. The tenderer has reasonable and relevant previous experience to the particular requirement of the work. The company has done Civil works in ONE of the Industrial and/ Mining and/ Service Industries</p>	<p><b>70</b></p>	
	<p>The Tenderer's previous experience presented demonstrates a real understanding and substantial evidence of the ability to meet the stated</p>	<p><b>90</b></p>	



	project requirements. Tenderers generally have experience in three (3) projects relating to the scope of works and this is demonstrated in the submitted completion certificates. The tenderer has extensive previous experience in relation to the work. The company has done Civil works in TWO of the Industrial and/ Mining and/ Service Industries		
	The Tenderer's previous experience presented demonstrates real confidence and extensive understanding in all of the categories as required. Tenderers generally have experience in four (4) and more projects relating to the scope of works and this is demonstrated in the submitted completion certificates. The tenderer has comprehensive previous experience in projects of a similar nature. The company has done Civil works in THREE or more of the Industrial and/ Mining and/ Service Industries	<b>100</b>	
<b>Maximum possible score for Functionality</b>			<b>100</b>

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

- T2.2-02 Method Statement
- T2.2-03 Management & VCs of Key Personnel
- T2.2-04 Previous experience

Each evaluation criteria will be assessed in terms of scores of 0, 40, 70, 90 or 100. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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

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

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

Thresholds	Minimum Threshold
Functionality	70

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

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

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor (1 or 2)	5
Eme & QSE entities that are at least 51% black owned	5
Local Content and Local Production (Steel Power Pylons designated at 100%) <ul style="list-style-type: none"> <li>Fully completed declared and signed LC Annexures score full 5 points</li> <li>Incomplete submitted blank or not submitted LC Annexures score zero points</li> </ul> <p><b>In case the suppliers do not meet required LC Thresholds a DTIC Exemption letter will be required in support for scoring purpose</b></p> <p><b>Exemption process attached as Annexure....</b></p>	5

<p>Creation of jobs and labour intensification</p> <ul style="list-style-type: none"> <li>Fully completed and signed Job Creation Schedule will score full 5 points</li> </ul> <p>Incomplete, submitted blank or not submitted Job Creation Schedule will score zero points</p>	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
Eme & QSE entities that are at least 51% black owned	B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
Local Content and Local Production	Returnable Local Content and production Annexures
Creation of new jobs and labour intensification	Returnable section/annexure.....on job creation.

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	80/20
B-BBEE Level of contributor (1 or 2)	5
Eme & QSE entities that are at least 51% black owned	5
<p>Local Content and Local Production (Steel Power Pylons designated at 100%)</p> <ul style="list-style-type: none"> <li>Fully completed declared and signed LC Annexures score full 5 points</li> <li>Incomplete submitted blank or not submitted LC Annexures score zero points</li> </ul> <p><b>In case the suppliers do not meet required LC Thresholds a DTIC Exemption letter will be required in support for scoring purpose</b></p> <p><b>Exemption process attached as Annexure....</b></p>	5

<p>Creation of jobs and labour intensification</p> <ul style="list-style-type: none"> <li>Fully completed and signed Job Creation Schedule will score full 5 points</li> </ul> <p>Incomplete, submitted blank or not submitted Job Creation Schedule will score zero points</p>	5
Total points for Price and Specific Goals must not exceed	100

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

#### C.3.13 Tender offers will only be accepted if:

- 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;
- the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
- the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
- 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:
  - is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
  - is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
  - can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and

- other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- d) has the legal capacity to enter into the contract,
  - e) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
  - f) complies with the legal requirements, if any, stated in the tender data and
  - g) is able, in the option of the employer to perform the contract free of conflicts of interest.

---

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

---

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

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

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

### **2.1.2 Required documents: These schedules will be utilised for evaluation purposes:**

T2.2-02: Method Statement

T2.2-03: Previous experience

T2.2-04 Management & VCs of Key Personnel

### **2.1.3 Returnable Schedules:**

#### **General:**

T2.2-05: Authority to submit tender

T2.2-06: Record of addenda to tender documents

T2.2-07: Letter of Good Standing

T2.2-08: Availability of equipment and other resources

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

T2.2-09: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1.

ANNEX G Compulsory Enterprise Questionnaire

Job-Creation Schedule

SECTION ..... : SBD 5 (NIPP)

T2.2-10: Non-Disclosure Agreement

T2.2-11: RFQ – Breach of Law

T2.2-12: Certificate of Acquaintance with Tender Document

T2.2-13: Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-14: Capacity and Ability to meet Delivery Schedule

T2.2-15: Risk Elements

T2.2-16: Site Establishment requirements

T2.2-17: Health and Safety Questionnaire

T2.2-18: RFQ Declaration Form

T2.2-19: Supplier Code of Conduct

T2.2-20: Service Provider Integrity Pact

### **1.3.2 Insurance:**

T2.2-21: Insurance provided by the Contractor

- 2.2 C1.1 Offer portion of Form of Offer & Acceptance**
- 2.3 C1.2 Contract Data Part 2 (Data by the contractor)**
- 2.4 C2.2 Activity Schedule**



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

### Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented  
by:

(Name and  
Surname)

Was represented at the **compulsory** tender clarification meeting

Held at:	<b>151 South Coast Road, Loliwe House- Durban 4001</b>	
On (date)	28 November 2025	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

## T2.2-02: Evaluation Schedule: Method Statement

### Note to tenderers:

Method statement - The tenderers must sufficiently demonstrate the methodology that will be employed to cover the scope of the project.

The Bidder/s must submit the method statement covering the following: Quality assurance. This document should detail the way each activity or process is to be completed. The method statement should also outline the hazards involved and include a step by step guide on how to do the job safely. It should again detail control measures to be introduced to ensure the safety for everyone who will be affected by the project activities.

The method statement cannot be used as safety plan but technical approach and methodology on the actual work execution. The company special and practical knowledge in business services is required.

In addition to general methodology for the project please provide specific information for the following points:

The method statement should cover in step by step at least 9 activities related to tower construction and installation of the RF equipment; these activities are

1. Safety aspect relating to the entire installation
2. Excavation for foundation installation
3. Steel fixing
4. Concrete works for the foundation
5. Steel connection for assembling the tower
6. Painting of tower
7. Erecting of the towers
8. Earthing installation
9. Antenna system installation

**The tenderer shall submit a method statement for the specified scope of works.**

### Method Statement Evaluation Score: 60

DESCRIPTION AND REQUIREMENT FOR EVALAUTION	POINT SCORE
No information submitted, or information submitted that is not relevant to the specified requirements or inadequate information to determine a score for the Radio Mast, Antenna System, Cables, Connectors and how work will be done.	0
Method statement covers 1-3 activities from the scope of work's 9 activities. The understanding of the installation process for telecommunication towers is limited, and main aspects of the process are not well addressed; the technical specifications to support the method statement have not been submitted (0 out of 11).	40
Method statement covers 4-5 activities from the scope of work's 9 activities. The understanding of the installation process of telecommunication tower is adequate but main aspects of the process are not well addressed and has provided limited details of how work will be done; submitted 2 to 3 out of 11 technical specifications to support the method statement	70

Method statement covers in detail 6-8 activities from the scope of work's 9 activities. The understanding of the installation process of telecommunication tower is adequate and main aspects of the process are well addressed; all 11 technical specifications to support the method statement have been submitted.	90
Method statement covers in detail 9 activities from the scope of work's 9 activities. The understanding of the installation process of telecommunication tower is adequate and main aspects of the process are well addressed; shop drawings for the tower are submitted including all 11 technical specifications to support the method statement (shop drawings contain the site layout, tower drawings with dimensions, site access.	100

## T2.2-04: Evaluation Schedule: Previous Experience

### Note to tenderers:

Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following:

To demonstrate capacity to do the work, the respondents must provide a list of previous experience for completed similar work. The bidders are required to provide project completion reference letters for construction and refurbishment of telecommunication towers for the past 10 years. The reference letter and completion certificate should indicate the following, the client, contact person and the contract/project value relating to the construction, refurbishment and maintenance of telecommunications towers and masts.

Construction of similar works as detailed in the Works Information with reference to:

- Construction work
- Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)

Previous Work Experience with respect to specific aspects of the project/ Comparable projects. Greater weight should be given to projects of a similar nature. The tenderer to list previous experience with written references and completion certificates to support the list. Experience must be specific to the type of the project the company is intending to tender for. The tenderer must show detailed involvement and value of their work done.

### Previous Experience Scoring 20

DESCRIPTION AND EVALAUTION REQUIREMENT	POINT SCORE
The Tenderer has not submitted the required information; No exposure; references provided not relevant to the scope of work / Inadequate information to determine a score.	0
The Tenderer's previous experience presented has some relevance to the project but lacks detail i.e. Description of previous projects, value and references. Tenderers generally have experience in one (1) project relating to scope of work and this is demonstrated in the submitted completion certificates. The tenderer lacks convincing evidence of knowledge of previous experience, specific to the works	40
The Tenderer's previous experience presented demonstrates sufficient knowledge and experience to successfully execute this project scope. Tenderers generally	70

have experience in two (2) projects relating to the scope of work and this is demonstrated in the submitted completion certificates. The tenderer has reasonable and relevant previous experience to the particular requirement of the work. The company has done Civil works in ONE of the Industrial and/ Mining and/ Service Industries	
The Tenderer's previous experience presented demonstrates a real understanding and substantial evidence of the ability to meet the stated project requirements. Tenderers generally have experience in three (3) projects relating to the scope of works and this is demonstrated in the submitted completion certificates. The tenderer has extensive previous experience in relation to the work. The company has done Civil works in TWO of the Industrial and/ Mining and/ Service Industries	90
The Tenderer's previous experience presented demonstrates real confidence and extensive understanding in all of the categories as required. Tenderers generally have experience in four (4) and more projects relating to the scope of works and this is demonstrated in the submitted completion certificates. The tenderer has comprehensive previous experience in projects of a similar nature. The company has done Civil works in THREE or more of the Industrial and/ Mining and/ Service Industries	100

### Index of documentation attached to this schedule

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

## T2.2-03: Evaluation Schedule: Project Organogram, Management & CV's

Tenderer should submit the following documents as a minimum with your tender document as stated below:

A comprehensive and detailed organogram that shows the structure and composition of their management structure involved in the *works*, inclusive of the key staff/professionals, identified in the Contract Data Part two.

The service provider submits an organogram with project team who are Professionally registered with ECSA, SACNASP, SAGC and SACPCMP. A CV of each key staff member and indication of respective discipline as well as certified Professional Registration and Qualification must be submitted. An Experience on construction of telecommunication towers must be clearly indicated in the CV. If during implementation one of the personnel is no longer available, they should be replaced with personnel with similar qualifications or higher. The required specialist team should consist of 5 members, which will be supported by a workforce team, and each specialist should possess a minimum of 8 years of experience in their respective fields. The required specialists are as follows:

- Civil Engineer (Pr Eng/Tech)
- Environmental specialist (SACNASP)
- Land Surveyor (SAGC)
- Safety Officer (SACPCMP)
- Electrician with COC

The following table is to be populated by the tenderer identifying the resources for the key roles for the *works*. Attached submissions to this returnable.

Key Person Role	Name of Resource
Project/ Contracts Manager	
Construction Manager	
Project Planner	
Health and Safety Manager	
Health and Safety Officer	
Quality Officer	

## Project Organogram, Management & CV's of Key Personnel Scoring 20

DESCRIPTION AND EVALUATION REQUIREMENTS	SCORING
No information provided or inadequate submission. - No proof of technical capacity or qualified resources. - Key personnel do not have relevant Civil Engineering skills or qualifications. - Insufficient information to assess experience or roles.	<b>0</b>
One key staff member has 1–3 years' experience in Civil Engineering works but has no experience in any of the Industrial, Mining, or Telecommunication Services Industries. Organogram provided but lacks clarity on roles and responsibilities.	<b>40</b>
Key staff have acceptable levels of experience and qualifications. - 3–5 years' experience in Civil Engineering works and/or related field like Industrial, Mining, and/or Telecommunication Services Industries. - Organogram reasonably indicates roles and responsibilities	<b>70</b>
Key staff have strong relevant experience and qualifications. - 5–7 years' experience in Civil Engineering works, and/or related field like Industrial, Mining, and/or Telecommunication Services Industries - Organogram clearly shows roles and responsibilities.	<b>90</b>
: All key staff have highly relevant experience and qualifications. - More than 7 years' experience in Civil Engineering works, and/or related field like Industrial, Mining, and/or Telecommunication Services Industries. - Organogram provides more than adequate details on team roles and responsibilities.	<b>100</b>

## T2.2-05: Authority to submit a Tender

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

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

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors



## B. Certificate for Partnership

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

\_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_

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

Name	Address	Signature	Date

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

### C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms \_\_\_\_\_, an authorised signatory of the company

\_\_\_\_\_, acting in the capacity of lead

partner, to sign all documents in connection with the tender offer for Contract \_\_\_\_\_

\_\_\_\_\_ and any contract resulting from it on our behalf.

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

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

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

#### **D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor

## **T2.2-06: Record of Addenda to Tender Documents**

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

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

**Attach additional pages if more space is required.**

## **T2.2-07 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:

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

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]

## T2.2-09: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

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

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

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

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

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

Name	Identity number	Personal income tax number

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

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

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

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

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

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

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

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

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

Signed		Date	
Name	_____	Position	_____
Enterprise name	_____		



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

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	<b>80/20</b>
B-BBEE Level of contributor (1 or 2)	5
Eme & QSE entities that are at least 51% black owned	5
Local Content and Local Production (Steel Power Pylons designated at 100%) <ul style="list-style-type: none"> <li>Fully completed declared and signed LC Annexures score full 5 points</li> <li>Incomplete submitted blank or not submitted LC Annexures score zero points</li> </ul> <p><b>In case the suppliers do not meet required LC Thresholds a DTIC Exemption letter will be required in support for scoring purpose</b></p> <p><b>Exemption process attached as Annexure....</b></p>	5

<p>Creation of jobs and labour intensification</p> <ul style="list-style-type: none"> <li>Fully completed and signed Job Creation Schedule will score full 5 points</li> </ul> <p>Incomplete, submitted blank or not submitted Job Creation Schedule will score zero points</p>	5
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

## 2. DEFINITIONS

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

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

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

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

- $P_s$  = Points scored for comparative price of bid under consideration  
 $P_t$  = Comparative price of bid under consideration  
 $P_{\min}$  = Comparative price of lowest acceptable bid

### 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
Eme & QSE entities that are at least 51% black owned	B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
Local Content and Local Production	Returnable Local Content and production Annexures

Creation of new jobs and labour intensification	Returnable section/annexure.....on job creation.
---	--

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

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

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

Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## 5. BID DECLARATION

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

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

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

## 7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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



## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

- 8.2 VAT registration  
number:.....
- 8.3 Company registration number:.....
- 8.4 TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
  - ☐ One person business/sole propriety
  - ☐ Close corporation
  - ☐ Company
  - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]
- 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
- .....
- .....
- .....
- 8.6 COMPANY CLASSIFICATION
- ☐ Manufacturer
  - ☐ Supplier
  - ☐ Professional Supplier/Service provider
  - ☐ Other Suppliers/Service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]
- 8.7 Total number of years the company/firm has been in business:.....
- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
  - iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
    - (a) disqualify the person from the bidding process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered

as a result of having to make less favourable arrangements due to such cancellation;

- (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

WITNESSES

- 1. ....
- 2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise,

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

employed by the state?

**YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....  
.....

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

- 2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;  
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;  
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.



- However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

## **T2.2-10 NON-DISCLOSURE AGREEMENT**

**[ November 2025]**

**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

## T2.2-11: REQUEST FOR QUOTATION – BREACH OF LAW

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

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

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

NATURE OF BREACH:

---

---

---

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

## **T2.2-12 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

## **T2.2-13 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")**

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

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

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

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":
- consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:
- Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (insert name of Tenderer/Contractor.....) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

YES	
-----	--

NO	
----	--

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

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

### 3. **SOLE AGREEMENT**

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

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021

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

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

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

.....(Pty) Ltd

(Operator)

Authorised signatory for and on behalf of .....(Pty) Ltd

who warrants that he/she is duly authorised to sign this Agreement.

#### **AS WITNESSES:**

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

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

## T2.2-14: 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:

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

## T2.2-15: Risk Elements

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

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

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


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

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 solid black vertical line along the left edge, creating a margin. The paper appears to be from a notebook or a standard ruled document.

## T2.2-17: Health and Safety Questionnaire

<b>1. SAFE WORK PERFORMANCE</b>													
<b>1A. Injury Experience / Historical Performance - Alberta</b>													
Use the previous three years injury and illness records to complete the following:													
Year													
Number of medical treatment cases													
Number of restricted work day cases													
Number of lost time injury cases													
Number of fatal injuries													
Total recordable frequency													
Lost time injury frequency													
Number of worker manhours													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">1 - Medical Treatment Case</td> <td>Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician</td> </tr> <tr> <td>2 - Restricted Work Day Case</td> <td>Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties</td> </tr> <tr> <td>3 - Lost Time injury Cases</td> <td>Any occupational injury that prevents the worker from performing any work for at least one day</td> </tr> <tr> <td>4 - Total Recordable Frequency</td> <td>Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours</td> </tr> <tr> <td>5- Lost Time Injury Frequency</td> <td>Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours</td> </tr> </table>				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 Work Day 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
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2 - Restricted Work Day 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												
<b>1B. Workers' Compensation Experience</b>													
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)		<input type="checkbox"/> Yes <input type="checkbox"/> No											
<b>2. CITATIONS</b>													
2A.	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years?												
	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:												
2B.	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State?												
	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:												



### 3. CERTIFICATE OF RECOGNITION

Does your company have a Certificate of Recognition?

☐ Yes ☐ No If Yes, what is the Certificate No. \_\_\_\_\_ Issue Date \_\_\_\_\_

#### 4. SAFETY PROGRAM

Do you have a written safety program manual?

☐ Yes ☐ No

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution?

☐ Yes ☐ No

If Yes, provide a copy for review

Does your safety program contain the following elements:

	YES	NO		YES	NO
CORPORATE SAFETY POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EQUIPMENT MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT NOTIFICATION POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EMERGENCY RESPONSE	<input type="checkbox"/>	<input type="checkbox"/>
RECORDKEEPING & STATISTICS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
REFERENCE TO LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
PROGRESSIVE DISCIPLINE POLICY	<input type="checkbox"/>	<input type="checkbox"/>	WORKPLACE INSPECTIONS	<input type="checkbox"/>	<input type="checkbox"/>
RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	INVESTIGATION PROCESS	<input type="checkbox"/>	<input type="checkbox"/>
PPE STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	TRAINING POLICY & PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>
ENVIRONMENTAL STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMMUNICATION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>
MODIFIED WORK PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>			

### 5. TRAINING PROGRAM

5A. Do you have an orientation program for new hire employees? ☐ Yes ☐ No

If Yes, include a course outline. Does it include any of the following:

	YES	NO		YES	NO
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	CONFINED SPACE ENTRY	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	TRENCHING & EXCAVATION	<input type="checkbox"/>	<input type="checkbox"/>
INJURY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	SIGNS & BARRICADES	<input type="checkbox"/>	<input type="checkbox"/>
LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	DANGEROUS HOLES & OPENINGS	<input type="checkbox"/>	<input type="checkbox"/>
RIGHT TO REFUSE WORK	<input type="checkbox"/>	<input type="checkbox"/>	RIGGING & CRANES	<input type="checkbox"/>	<input type="checkbox"/>
PERSONAL PROTECTIVE EQUIPMENT	<input type="checkbox"/>	<input type="checkbox"/>	MOBILE VEHICLES	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	PREVENTATIVE MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
PROJECT SAFETY COMMITTEE	<input type="checkbox"/>	<input type="checkbox"/>	HAND & POWER TOOLS	<input type="checkbox"/>	<input type="checkbox"/>
HOUSEKEEPING	<input type="checkbox"/>	<input type="checkbox"/>	FIRE PREVENTION & PROTECTION	<input type="checkbox"/>	<input type="checkbox"/>
LADDERS & SCAFFOLDS	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRICAL SAFETY	<input type="checkbox"/>	<input type="checkbox"/>
FALL ARREST STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMPRESSED GAS CYLINDERS	<input type="checkbox"/>	<input type="checkbox"/>
AERIAL WORK PLATFORMS	<input type="checkbox"/>	<input type="checkbox"/>	WEATHER EXTREMES	<input type="checkbox"/>	<input type="checkbox"/>

5B. Do you have a program for training newly hired or promoted supervisors? ☐ Yes ☐ No

(If Yes, submit an outline for evaluation. Does it include instruction on the following:					
	Yes	No		Yes	No
EMPLOYER RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY COMMUNICATION	<input type="checkbox"/>	<input type="checkbox"/>
EMPLOYEE RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	FIRST AID/MEDICAL PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
DUE DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	NEW WORKER TRAINING	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY LEADERSHIP	<input type="checkbox"/>	<input type="checkbox"/>	ENVIRONMENTAL REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>
WORK REFUSALS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
INSPECTION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>	PRE-JOB SAFETY INSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	DRUG & ALCOHOL POLICY	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	PROGRESSIVE DISCIPLINARY POLICY	<input type="checkbox"/>	<input type="checkbox"/>
SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFICATION REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>

  

### 6. SAFETY ACTIVITIES

Do you conduct safety inspections? Yes   No   Weekly   Monthly   Quarterly  
☐   ☐   ☐   ☐   ☐

Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution).  


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Who follows up on inspection action items? 

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Do you hold site safety meetings for field employees? If Yes, how often?  
Yes   No   Daily   Weekly   Biweekly  
☐   ☐   ☐   ☐   ☐

Do you hold site meetings where safety is addressed with management and field supervisors?  
Yes   No   Weekly   Biweekly   Monthly  
☐   ☐   ☐   ☐   ☐

Is pre-job safety instruction provided before to each new task? ☐ Yes ☐ No

Is the process documented? ☐ Yes ☐ No

Who leads the discussion? 

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Do you have a hazard assessment process? ☐ Yes ☐ No

- Are hazard assessments documented? If yes, how are hazard assessments communicated and implemented on each project? Who is responsible for leading the hazard assessment process?

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Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?  
☐ Yes ☐ No

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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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Director/Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
/Chief Executive Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7B How are incident records and summaries kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Incidents totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Incidents totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Costs totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman/general foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7D Does your company track non-injury incidents?

	Yes	No	Monthly	Quarterly	Annually
Near Miss	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## 8 PERSONNEL

List key health and safety officers planned for this project. Attach resume.

Name	Position/Title	Designation

Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?

Name	Address	Telephone Number

Other responsibilities:

## 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	Phone Number

## 1.1 Tenderer SHE Management System Questionnaire

This questionnaire forms part of the TFR tender evaluation process. It must be completed by all Tenderer's and submitted with their tender offer. The tenderer Health and Safety (SHE) Plan must also be submitted. The objective of the questionnaire is to provide an overview of the status of the Tenderer's SHE management system. Tenderers will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. The tenderer warrants that the information provided below is accurate and correct. **TFR may verify the accuracy of this information during the physical visit as part of the tender evaluation.**

The information provided in this questionnaire is an accurate summary of the company's occupational health and safety management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Description of Works: Reconstruction of The Existing Radio Mast at Port Shepstone		
Tender Number: HOAC DNR 56730		
<b>Tenderer SHE Management System Questionnaire</b>	<b>Yes</b>	<b>No</b>
1. SHE Policy <i>(Response with proof =2 points &amp; No Response =0 points)</i> <b>Total 2 point</b>		
- <b>Is there a written company SHE policy?</b> - If yes provide a copy of the policy		
2. SHE Management <i>(Response with proof =2 points &amp; No Response =0 points)</i> <b>Total 2 point</b>		
- <b>Does the company have an independently audited or accredited SHE Management system e.g NOSA, OHSAS, IRCA System etc</b> - If yes provide details or copy of accreditation		
3. SHE Organogram <i>(Response with proof =2 points &amp; No Response =0 points)</i> <b>Total 2 point</b>		
- <b>Is there a company organogram indicating key SHE personnel?</b> - If yes provide a copy		
4. Letter of good standing with COID <i>(Response with proof =2 points &amp; No Response =0 points)</i> <b>Total 2 point</b>		
- <b>Is company registered with the Compensation Commissioner under the COID Act and up to date?</b>		

- If yes provide proof of letter of good standing		
<b>5. SHE Cost</b> ( <i>Response with proof =2 points &amp; No Response =0 points</i> ) <b>Total 2 point</b>		
- <b>Has the tenderer made provision for the cost of safety in the tender price?</b> <b>If yes provide evidence</b>		
<b>6. Training Records</b> ( <i>Response with proof =2 points &amp; No Response =0 points</i> ) <b>Total 2 point</b>		
- <b>Is a record maintained of all training and induction programs undertaken for employees in your company?</b> - If yes provide examples of safety training records		
<b>7. Health and Safety Plan (SHE Plan)</b> Are the following arrangements included and adequately addressed in the Health and Safety Plan:  <i>(Response with proof =2 points &amp; No Response =0 points)</i> <b>Total 36 point</b>		
- <b>Are SHE responsibilities clearly identified for all levels of Management and employees?</b> - If yes provide details		
- <b>Are Risk Assessments conducted and appropriate techniques used?</b> - If yes provide details or copy of procedure		
- <b>Are safe operating procedures or specific safety instructions relevant to its operations available?</b> - If yes provide a summary listing of procedures or instructions		
- <b>Description on how health and safety training is conducted in your company:</b> -If yes provide details		
- <b>Health and safety inspections at worksites undertaken?</b> -If yes provide details		
- <b>Health and Safety Communication i.e Safety talks, incident recalls?</b> - If yes provide details		
- <b>Workplace SHE Committee?</b> - If yes provide details		
- <b>Appointment of SHE Representatives?</b>		

- If yes provide details		
- <b>SHE Incident Reporting and Investigation?</b> - If yes provide details		
- <b>Provision of Personal Protective Equipment (PPE)?</b> - If yes provide details		
- <b>Emergency Planning?</b> - If yes provide details		
- <b>Fall Protection?</b> - If yes provide details		
- <b>Project Security?</b> - If yes provide details		
- <b>Medical Surveillance?</b> - If yes provide details		
- <b>Substance abuse policy/procedure/testing?</b> - If yes provide details		
- <b>Selection, Procurement and management of Subcontractors?</b> - If yes provide details		
- <b>Operational Safety?</b> - If yes provide details		
- <b>Is there a system for recording and analysing health and safety performance statistics including injuries and incidents?</b> - If yes provide details		
<b>8. Health and Safety Violations (Response with proof =2 points &amp; No Response =0 points) Total 2 point</b>		
- <b>Has the company been fined or convicted of an occupational health and safety offence?</b> - If yes provide details		

## Safety Performance Report

### Monthly DIFR for previous months

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR calculated over 12 months
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

DIFR = Number of Disabling injuries x 200000 divided by number of manhours worked for the period

Signed (Tenderer)

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

## T2.2-18: RFQ DECLARATION FORM

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

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

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

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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Indicate nature of relationship with Transnet:

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



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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-15 "Service Provider Integrity Pact".

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

### IMPORTANT NOTICE TO TENDERERS

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

- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

## T2.2-19: 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

## **T2.2-20 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

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

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

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

### 3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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



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

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

- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

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

b) Labour

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

c) Environment

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

d) Anti-Corruption

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

#### **4 INDEPENDENT TENDERING**

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

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

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

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

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

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

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No

Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.

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

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

## **7 PREVIOUS TRANSGRESSIONS**

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

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

## **8 SANCTIONS FOR VIOLATIONS**

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

## **9 CONFLICTS OF INTEREST**

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

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

- 9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/



member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/Contractor:

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

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

## 10 DISPUTE RESOLUTION

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

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

## 11 GENERAL

11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.

11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.



- 11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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

Signature .....

Date .....

## T2.2-21: 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 R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

## 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:

#### Title of the Contract: Reconstruction of The Existing Radio Mast at Port Shepstone

The tenderer, identified in the Offer signature block, has

<i>either</i>	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.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Name &  
signature of  
witness

Date

## Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

### For the tenderer:

### For the Employer

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

## C1.2 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		<b>A: Priced contract with activity schedule</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X2: Changes in the law</b>
		<b>X7: Delay damages</b>
		<b>X18: Limitation of liability</b>
		<b>Z: <i>Additional conditions of contract</i></b>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd</b> <b>(Registration No. 1990/000900/30)</b>
	Address	Registered address: <b>Transnet Corporate Centre</b> <b>138 Eloff Street</b> <b>Braamfontein</b> <b>Johannesburg</b> <b>2000</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet Freight Rail</b> <b>151 South Coast Road</b> <b>Loliwe House</b> <b>Bayhead</b> <b>Durban 4001</b>
10.1	The <i>Project Manager</i> is: (Name)	<b>Bongiwe Senna</b>

	Address	<b>Inyanda House 4 18A Girton Rd, 1st Floor Parktown, Gauteng 2193</b>
	Tel	<b>011-583-0374</b>
	e-mail	<a href="mailto:Bongiwe.Senna@transnet.net"><b>Bongiwe.Senna@transnet.net</b></a>
10.1	The <i>Supervisor</i> is: (Name)	<b>Rito Maluleke</b>
	Address	<b>138 Eloff, Floor 8 Johannesburg Gauteng 2193</b>
	Tel No.	<b>011 308 4036</b>
	e-mail	<a href="mailto:Rito.Maluleke@transnet.net"><b>Rito.Maluleke@transnet.net</b></a>
11.2(13)	The <i>works</i> are	<b>Reconstruction of The Existing Radio Mast at Port Shepstone</b>
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> <li><b>1. Falling when working at heights</b></li> <li><b>2. Damage to underground services</b></li> <li><b>3. Mining activities and moving locomotives</b></li> <li><b>4. Exposure to extreme temperature during summer months</b></li> </ol>
11.2(15)	The <i>boundaries of the site</i> are	<b>As stated in Part C4.1. 1. Port Shepstone</b>
11.2(16)	The Site Information is in	<b>Part C4</b>
11.2(19)	The Works Information is in	<b>Part C3</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>1 week</b>
<b>2</b>	<b>The <i>Contractor's</i> main responsibilities</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>3</b>	<b>Time</b>	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>30 June 2026</b>



11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<b>Condition to be met</b>	<b>key date</b>
		<b>1 Submit the program</b>	<b>12/01/2026</b>
		<b>2 Induction</b>	<b>19/01/2026</b>
30.1	The <i>access dates</i> are	<b>Part of the Site</b>	<b>Date</b>
		<b>1 Whole Site Access</b>	<b>19/01/2026</b>
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>1 week of the Contract Date.</b>	
31.2	The <i>starting date</i> is	<b>19 January 2026</b>	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>1 week.</b>	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
<b>4</b>	<b>Testing and Defects</b>		
42.2	The <i>defects date</i> is	<b>52 (fifty-two) weeks after Completion of the whole of the <i>works</i>.</b>	
43.2	The <i>defect correction period</i> is	<b>1 week</b>	
<b>5</b>	<b>Payment</b>		
50.1	The <i>assessment interval</i> is monthly on the	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>	
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>	
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>	
51.4	The <i>interest rate</i> is	<b>the prime lending rate of Standard Bank of South Africa.</b>	
<b>6</b>	<b>Compensation events</b>		

- 60.1(13) The *weather measurements* to be recorded for each calendar month are,
- the cumulative rainfall (mm)
  - the number of days with rainfall more than 10 mm
  - the number of days with minimum air temperature less than 0 degrees Celsius
  - the number of days with snow lying at 08:00 hours South African Time
  - and these measurements:
- The place where weather is to be recorded (on the Site) is: **Port Shepstone Kwazulu-Natal**
- The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at: **Port Shepstone Kwazulu-Natal**
- and which are available from: **South African Weather Service 012 367 6023 or [info3@weathersa.co.za](mailto:info3@weathersa.co.za).**

<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>None</b>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	<b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>
	Cover / indemnity:	<b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>

The deductibles are:		<b>as stated in the insurance policy for Contract Works / Public Liability</b>
2	Insurance against:	<b>Loss of or damage to property (except the <i>works</i>, Plant and Materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
3	Insurance against:	<b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>As stated in the insurance policy for Contract Works / Public Liability</b>
4	Insurance against:	<b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</b>
	Cover / indemnity	<b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>
	The deductibles are	<b>The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.</b>
	Note:	<b>The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."</b>

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

The *Contractor* provides these additional Insurances

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

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

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

**3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**

**4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 10 000 000**

**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 *Contractor*) caused by activity in connection with this contract for any one event is

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

84.2 The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:

**Principal Controlled Insurance policy for Contract**

**9 Termination**

**There is no additional Contract Data required for this section of the *conditions of contract*.**

**10 Data for main Option clause**

**A Priced contract with Activity Schedule**

**No additional data is required for this Option.**

**11 Data for Option W1**

W1.1	The <i>Adjudicator</i> is	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is:	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>  <b>the Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Durban, South Africa</b>
	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	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X7</b>	<b>Delay damages</b>	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	<b>R 5000,00 per day</b>
<b>X18</b>	<b>Limitation of liability</b>	

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

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**Z      *Additional conditions of contract are:***

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## **Z1 Additional clauses relating to Joint Venture**

### **Z1.1**

**Insert the additional core clause 27.5**

**27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date. The Joint Venture agreement shall contain but not be limited to the following:**

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



		<p>constituents to provide the Works.</p> <ul style="list-style-type: none"> <li>Financial requirements for the Joint Venture:           <ul style="list-style-type: none"> <li>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;</li> <li>v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.</li> </ul> </li> </ul>
Z1.2		<p>Insert additional core clause 27.6</p> <p>27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.</p>
Z2	Additional obligations in respect of Termination	
Z2.1		<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> <li>commenced business rescue proceedings (R22)</li> <li>repudiated this Contract (R23)</li> </ul>

<b>Z2.2</b>	<b>Termination Table</b>	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
<b>Z2.3</b>		<p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>
<b>Z3</b>	<b>Right Reserved by the Employer to Conduct Vetting through SSA</b>	
<b>Z3.1</b>		<p>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:</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> </ol>
<b>Z4</b>	<b>Additional Clause Relating to Collusion in the Construction Industry</b>	
<b>Z4.1</b>		<p>The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.</p>

## Z5.1

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

## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

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

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

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

		<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.</b>		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
<b>A</b>	<b>Priced contract with activity schedule</b>			
11.2(20)	The <i>activity schedule</i> is in			
11.2(30)	The tendered total of the Prices is	<b>(in figures)</b>  <b>(in words), excluding VAT</b>		
	<b>Data for Schedules of Cost Components</b>	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>		
<b>A</b>	<b>Priced contract with activity schedule</b>	<b>Data for the Shorter Schedule of Cost Components</b>		
41 in SSCC	The percentage for people overheads is:	<b>%</b>		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	<b>% (state plus or minus)</b>		
22 in SSCC	The rates of other Equipment are:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>

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

## PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	2
C2.2	Activity Schedule	6

## C2.1 Pricing Instructions: Option A

### 1. The *conditions of contract*

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

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

**Identified and defined terms**

- 11 (20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.
- 11.2 (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.
- (27) The Price for Work Done to Date is the total of the Prices for
- each group of completed activities and
  - each completed activity which is not in a group
- A completed activity is one which is without Defects which would either delay or be covered by immediately following work.
- (30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

#### 1.2. Measurement and Payment

- 1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.
- 1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.
- 1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity Schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.
- 1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.
- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.



- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

## C2.2 Activity Schedule

Item no	Description	Unit	Quantity	Rate	Price
<b>PRELIMINARIES &amp; GENERAL</b>					
1	Preliminaries and General Cost	sum	1		
<b>ESTABLISHMENT OF FACILITIES ON SITE</b>					
2	Facilities for the Contractor Site Establishment	sum	1		
<b>REMOVAL OF SITE ESTABLISHMENT</b>					
3	Site De - Establishment	sum	1		
Item no	Description	Unit	Quantity	Rate	Price
<b>STRUCTURES (TOWERS)</b>					
<b>EARTHWORKS- EXCAVATION</b>					
<b>Excavation in earth not exceeding 2m deep</b>					
1	Blinding	M <sup>3</sup>	10		
<b>SOIL POISONING</b>					
2	Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	M <sup>2</sup>	64		
<b>CONCRETE</b>					
<b>Blinding</b>					
3	Min 350mm Blinding layer 20 MPa / 19mm concrete under bases	M <sup>2</sup>	64		
<b>Strength Concrete 40 MPa/19 mm</b>					
4	Bases	M <sup>3</sup>	52		
5	Plinth	M <sup>3</sup>	1,2		
<b>Rough formwork to bases</b>					
6	Bases	M <sup>2</sup>	26		
<b>Smooth formwork to bottom and sides of</b>					
7	Plinth	M <sup>2</sup>	8		
Item no	Description	Unit	Quantity	Rate	Price
<b>REINFORCEMENT</b>					
<b>High Yield steel bars</b>					
1	Bases	Tons	2,75		
2	Plinth	Tons	0,18		
<b>UNFORMED SURFACE FINISHES</b>					
<b>Broomed finish to:</b>					
3	Top of Blinding	M <sup>2</sup>	64		
<b>Wood floated/smooth finish to:</b>					
4	Bases	M <sup>2</sup>	63		
<b>Steel floated finish:</b>					
5	Plinth	M <sup>2</sup>	1,44		
<b>Cube Tests</b>					
6	Allowance for 3 cube tests per concrete batch	No	3		

Item no	Description	Unit	Quantity	Rate	Price
<b>STRUCTURAL STEELWORK</b>					
<b>HOT-ROLLED STEEL SECTIONS GRADE S355JR SABS 1200H</b>					
<b>All structural steel work to be hot-dipped galvanised</b>					
1	150x150x18 Angle (Segment A - legs)	Tons	0,79		
2	150x150x18 Angle (Segment B - legs)	Tons	1,45		
3	150x150x18 Angle (Segment C - legs)	Tons	1,45		
4	150x150x18 Angle (Segment D - legs)	Tons	0,79		
5	150x150x10 Angle (Segment E - Legs)	Tons	0,66		
6	150x150x10 Angle (Segment F - Legs)	Tons	0,66		
7	120x120x8 Angle (Segment G - Legs)	Tons	0,42		
8	100x100x8 Angle (Segment H - Legs)	Tons	0,15		
9	120x120x8 Angle (Segment A - Diagonal bracing)	Tons	0,41		
10	120x120x8 Angle (Segment B - Diagonal bracing)	Tons	1,81		
11	100x100x8 Angle (Segment C - Diagonal bracing)	Tons	1,20		
12	90x90x6 Angle (Segment D - Diagonal bracing)	Tons	0,39		
13	80x80x8 Angle (Segment E - Diagonal bracing)	Tons	0,39		
14	80x80x8 Angle (Segment F - Diagonal bracing)	Tons	0,39		
15	70x70x6 Angle (Segment G - Diagonal bracing)	Tons	0,34		
16	70x70x6 Angle (Segment H - Diagonal bracing)	Tons	0,21		
17	120x120x8 Angle (Segment A - Horizontal bracing)	Tons	0,33		
18	120x120x8 Angle (Segment B - Horizontal bracing)	Tons	1,37		
19	100x100x 8 Angle (Segment C - Horizontal bracing)	Tons	0,73		
21	90x90x 6 Angle (Segment D - Horizontal bracing)	Tons	0,17		
22	70x70x 6 Angle (Segment A - Horizontal bracing)	Tons	0,08		
23	70x70x 6 Angle (Segment B - Horizontal bracing)	Tons	0,36		
24	70x70x 6 Angle (Segment C - Horizontal bracing)	Tons	0,29		
25	70x70x 6 Angle (Segment D - Horizontal bracing)	Tons	0,14		
26	150x150x10 Angle (Platform 1 frame)	Tons	0,45		
27	120x120x12 Angle (Platform 1 support)	Tons	0,21		
28	100x100x8 Angle (Platform 2 frame)	Tons	0,17		
29	100x100x8 Angle (Platform 2 support)	Tons	0,09		
30	100x100x8 Angle (Platform 3 frame)	Tons	0,10		
40	100x100x8 Angle (Platform 3 support)	Tons	0,05		
41	70x70x6 Angle (Platform 4 Frame)	Tons	0,15		
45	152x152x23 Universal beam (Segment A - Ladder support)	Tons	0,13		
46	152x152x23 Universal beam (Segment B - Ladder support)	Tons	0,54		
47	100x100x8 Angle (Segment C - Ladder support)	Tons	0,18		
48	90x90x6 Angle (Segment D - Ladder support)	Tons	0,03		
49	70x70x6 Angle (Segments E,F,G - Ladder support)	Tons	0,12		
50	60x60x4 Angle (Platform members)	Tons	0,25		
51	60x60x4 Angle (Platform cage members)	Tons	0,40		
52	450x450x30 (Base plates)	Tons	0,19		
Item no	Description	Unit	Quantity	Rate	Price

	<b>Commercial Grade Steel S275J</b>				
53	50x50x6 Angle (Stringer)	Tons	0,58		
54	70x70x6 Angle (Stringer support bracket)	Tons	0,06		
55	20mm Dia. Rungs	Tons	0,21		
56	50x8PL Hoops	Tons	0,31		
57	50x8PL Verticals	Tons	0,54		
58	RS45/40 (Galvanised grating) - Rectar grid	Tons	0,40		
	<b>CONNECTIONS &amp; FIXINGS - ALL PLATES TO BE HOT-ROLLED STEEL SECTIONS GRADE S355JR (HOT-DIPPED GALVANISED) AND BOLTS TO BE HOT-DIPPED GALVANISED GRADE 8,8</b>				
59	10% Of total steelwork (Estimate)	Tons	2,014		
60	Grade 8.8 M30 1685mm long holding down bolt with 105x20mm end plates	Tons	0,15		
	<b>HOT-DIPPED GALVANISING SABS 1200 H</b>				
61	All steelwork	Tons	22,30		
62	Preparation of shop drawings	sum	1		
	<b>RF WORKS</b>				
	<b>ANTENNAS</b>				
63	CR400 UHF corner reflector antenna	No	2		
64	Y460/12 UHF Yagi antennae	No	2		
	<b>Antennas shall have a Frequency Range of 450-470 MHz All the antenna installation must be tested for the VSWR and shall have the VSWR frequency sweeps be better than 1:1,5 Feeder</b>				
	<b>FEEDER CABLES- Feeder cables shall be labelled at the antenna point; also at the entry plate (inside and outside)</b>				
65	LMR400 50ohm cable.	m	300		
66	Corrugated PE ½ inch 50ohm feeder cable	m	300		
67	G Clamps with Polyprop cable clamps at 1 m intervals shall be used to secure the feeder cable on the mast	No	150		
	<b>CABLE CONECTORS</b>				
68	LMR 400 Type male (antenna side)	No	2		
69	½ inch Type male (antenna side)	No	2		
70	LMR 400 Type male (entry plate side)	No	2		
71	½ inch Type male (entry plate side)	No	2		
	<b>PROTECTION-All connections must be waterproofed and apply a "denso" paste on all earth points</b>				
72	Lightning protection and earth kit equivalent to the polyphaser C002 must be provided with the feeder cables	Sum	1		
	<b>CABLE GANTRY AND CABLE ENTRY PLATE</b>				
73	Double sided gantry with adequate support (304 mm width);	Sum	1		
74	Properly secure feeder cables inside the gantry with a stainless steel thread bar and Polyprop clamps	Sum	1		
75	Supply and install a new Entry Plate (6 holes).	No	1		
	<b>Geotechnical Investigation Service (Field and Laboratory)</b>				
	<b>Preliminaries &amp; General Establishment</b>				
76	Time related costs, including implementation of OHS, QMP and Quality	Days	3		

77	Supply and service 1 chemical toilet per site	Days	3		
78	TLB establishment and De - establishment	Days	3		
<b>Geotechnical Investigation</b>					
79	Underground services detection, including set up and move equipment	sum	1		
80	TLB excavated test pit (3m deep) including TLB, Operator, wet rate, all tools and labour, assistance with sampling, backfilling and removal of excess soil, waste and debris	Day	3		
81	Hand Held in-situ DCP tests (3m deep )	No	4		
<b>Laboratory Testing</b>					
82	Sample collection and delivery	No	1		
<b>Foundation Indicator testing including</b>					
83	Complete foundation indicator including natural moisture content	No	8		
84	Double Oedometer	No	2		
85	Collapse potential	No	2		
86	Complete MOD and CBR	No	8		
<b>Survey</b>					
87	Survey of all borehole positions (X,Y,Z) in terms of WGS 84 co - ordinate system, and relative to MSL	No	2		
<b>Topographical survey</b>					
88	Carry out a Topographical Survey with a survey area (+/- 2000 m2) which must cover the proposed tower	Sum	1		
<b>TOTAL EXCL VAT.</b>					
<b>VAT</b>					
<b>TOTAL INCL. VAT</b>					

### **PART C3: SCOPE OF WORK**

<b>Document reference</b>	<b>Title</b>	<b>No of page</b>
C3.1	This cover page	1
	<i>Employer's</i> Works Information	21
<b>Total number of pages</b>		<b>22</b>

## C3.1 EMPLOYER'S WORKS INFORMATION

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## 1. Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
BBBEE	Broad Based Black Economic Empowerment
BOQ	Bill of quantity
CBS	Cost breakdown structure
CEMP	Construction Environmental Plan
CBR	California Bearing Ratio
CAD	Computer Aided Design
CDS	Consultant Documentation Schedule
CM	Construction Manager
CPM	Critical Path Method
CV	Curriculum Vitae
CTC	Central Train Control
DCP	Dynamic Cone Penetrometer
DEA	Department of Environmental Affairs
EMP	Environmental management plan
FBS	Facility breakdown structure
FEL	Front end loading
FEL1	Front end loading: conceptual study
FEL2	Front end loading: pre-feasibility study
FEL3	Front end loading: feasibility study
FEL4	Front end loading: execution and commissioning phase
FFC	Final forecast cost
HAZOP	Hazard and operability study
H&S	Health and safety
ISO	International Standards Organization
NEC3	New Engineering Contract
OMC	Optimum Moisture Content
PLP	Project lifecycle process
PM	Project Manager
PES	Project Environmental Specification
PPE	Personal Protective Equipment
PQP	Project Quality Plan
PCI	Principled Controlled Insurance
PPM	Procurement Procedure Manual
PSCM	Procurement and Supply Chain Management
PFMA	Public Finance Management Act
PIRP	Project Industrial Relations Policy
QA	Quality assurance
QC	Quality control
QCP	Quality control procedure
SES	Standard Environmental Specification
SHEQ	Safety, health, environment and quality (management system)
SPT	Standard Penetration Test
TGC	Transnet Group Capital
TLB	Tractor-loader-backhoe



UCS and E	Unconfined Compressive Strength and Elasticity
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## 1.1 DESCRIPTION OF THE WORKS

### PART C3.1: THE SCOPE

All *Works* are to comply with:

- Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act (Act 85 of 1993).
- All relevant Transnet policies.

## 1.2 EXECUTIVE OVERVIEW

- 1.2.1 The Engineering and Design Services department (Bridge & Structures, Civil & Perway and Geotechnical & Pavements disciplines), operating under Rail Network and Capital Projects in Transnet Freight Rail (TFR), was requested by TFR's Telecommunications department by means of a Request for Services (RFS) on the 26th of January 2023 to conduct structural condition assessment of the rusted Port Shepstone telecommunication tower and a collapsed tower at the Bluff, KZN.
- 1.2.2 Transnet Rail Infrastructure Manager (TRIM) provide a wide range of telecommunication services to ensure the safe movement of trains. The radio mast that provided radio communication at the Port Shepstone has been condemned for climbing due to rusty steel parts that began to collapse.
- 1.2.3 TRIM Telecoms has embarked on a project to reconstruct the radio mast at Port Shepstone to ensure the safety of the mast and maintenance teams that are required to climb the tower.
- 1.2.4 This document covers the Civil and Structural requirements for the project which involves the reconstruction of the existing tower by building a new radio mast and for the provision of the migration of the existing and procurement of the new external radio frequency (RF) equipment that must be installed on the radio tower.

## 1.3 EMPLOYER'S OBJECTIVES

- 1.3.1 The Contractor is required to carry out a ground investigation of the sites making use of test pitting, in-situ dynamic cone penetration (DCP) tests, sampling and laboratory testing.
- 1.3.2 An estimated 4 test pits using a tractor-mounted loader backhoe (TLB) will take place over a period of 3 days.
- 1.3.3 The objective of the *Employer* is to obtain reliable and accurate information from the samples recovered from the test pits in order to provide detailed geotechnical information for the design of the various elements of the proposed development.
- 1.3.4 Fulltime supervision of the *Contractor* will be provided by the *Supervisor* in order to amongst others, confirm the positions of test pits, determine the depths where tests are to be carried out in the test pits, instruct where samples are to be taken and specify which tests are to be carried out on which samples.

## 2. Detailed General Scope

### 2.1 Geotechnical Investigation services

- 2.1.1 The sections below details the Work that the Contractor is expected to provide for the Geotechnical Investigation at Port Shepstone and Bluff in the Kwazulu Natal province.
- 2.1.2 The Contractor shall submit a comprehensive list of plant intended for use on this Contract. It is anticipated that a minimum of one TLB will be required for the Contract.
- 2.1.3 The Contractor shall establish on-site, all facilities necessary for him to undertake the Works, including establishment on-site of TLB and all associated equipment that is necessary to execute the Works.

- 2.1.4 The Contractor shall ensure that this plant complement is in a good mechanical condition for completion of the Contract in the specified period. No additional payment will be made for the establishment of additional equipment

**a) Underground Services Detection**

Prior to the excavation of any test pits at specified locations, an indication of the presence of exiting underground services needs to be obtained at the proposed locations in order to ensure that existing services are not affected or damaged during the geotechnical investigation.

The *Contractor* shall provide all Equipment, materials, preparation and personnel on Site required for the detection of underground services. These shall be available on a continuous daily basis (for a standard 9-hour working day) until the geotechnical investigation has been completed.

**b) Test Pitting**

The Contractor shall provide a TLB on site for the excavation of test pits. The TLB excavator shall be fitted with a 600mm wide bucket and capable of excavating a test pit to a minimum depth of 3,0m. In addition, a drip tray must be available for refuelling and to contain spillage should any leakages occur.

The TLB shall be available on a continuous daily basis until all test pits have been excavated. In general, the TLB shall be on site for a standard 9-hour working day. The Contractor shall provide support (maintenance, repairs, refuelling, etc.) of the TLB.

Test pits shall be terminated at the maximum depth of 3,0m or **as instructed by the Supervisor on site**. Test pits shall be terminated at a shallower depth if any of the following occurs:

- Sidewalls begin to collapse into the test pit thereby causing a Health and Safety risk.
- Excess groundwater inflow is encountered thereby causing running of soil materials into the test pit.
- Obstructions are encountered that cannot be excavated.
- Any services are encountered in the test pit.

If the depth of the pit is less than 2m at the time of termination, the Transnet supervisor may instruct an alternative position.

Upon termination of the test pit, the pit shall be profiled by the Transnet supervisor and sampled by the Supervisor with the assistance of the labourer provided. Thereafter, and on the same day, the test pit is to be backfilled with the material excavated from the test pit. Material shall be placed approximately 500mm layers and then firmly compressed using the bucket of the TLB.

All reasonable efforts shall be done to ensure all excavated materials are replaced in the test pit and, where necessary, the reinstated material shall stand slightly proud of the original ground level. If topsoil was present at the test pit, this shall be reinstated at the surface. Where material from different layers has been stockpiled separately, these shall be reinstated in the reverse order in which they were excavated.

All reasonable efforts shall be made to ensure pits are excavated and backfilled in one operation whilst the TLB is continuously present at the test pit site. Where the TLB has to move from the test pit location whilst the test pit is open due to unforeseen circumstances, suitable barriers and the Contractor shall place warning signs.

The Transnet supervisor will set out the positions of the test pits. The sequence of working shall be such to minimise travel time between test pits so that as many test pits as possible can be excavated in a day.

The Contractor shall take all reasonable steps to ensure that the TLB is employed efficiently in excavating and reinstating test pits.

The Contractor shall provide a full time, competent, experienced and trained operator for the TLB, as well as a labourer (with shovel and sample bags) to assist the Transnet supervisor with soil sampling from the test pits. Both small (1 to 2kg) and large (two bags per sample, each approximately 25kg) disturbed samples shall be taken by the Contractor as directed by the Supervisor. Undisturbed samples will be taken by the Supervisor and will form part of the compliment of samples to be tested. The labourer will also carry out the semi-skilled work and assisting the supervisor/driver/field with DCP testing

Details of the training and competence of the TLB operator shall be available on site. The Employer reserves the right to instruct the Contractor to replace the operator should dangerous or reckless practices be witnessed.

At locations where TLB access is restraint, underground services are expected and/or near existing pavements, hand-excavated test pits to a depth of 1,5m will suffice. Provide the tools (picks, shovels, gwalas, portable generator, paving breaker (it is not known if any layers of the pavement are stabilised), and pangas for bush clearing... All tools (e.g. saw cuts and paving breakers), labour, assistance with sampling, removal of excess soil, concrete, waste and debris, backfilling and compaction in layers using a mechanical compactor, making up the shortfall of material, reinstatement of existing layer works, sweeping and cleaning the immediate surrounds of the test pit area and accommodation of traffic will be at the Contractor's expense.

Test pits may not be left open overnight. Backfilling will be required to be completed up to the existing ground surface or bottom of the existing pavement layers (should it be encountered). Should cement stabilised layers/asphalt be encountered, backfilling of that layer will require that the layer is also stabilised with cement/ supply of the crushed gravel/ stone to make up the shortfall as well as the cold mix asphalt.

Dynamic Cone Penetrometer (DCP) Tests will be done at selected test pit positions (after removal of any surfacing and gravel base course layers), from both the existing ground level as well as from a reduced level in the test pit. Dynamic Cone Penetration Tests (DCPs) are to be carried out to a depth of 3,0m or refusal, whichever is shallower.

The records of the test pitting as well as the results of the in-situ field tests and laboratory tests are to be presented in a data file.

Provide a 1-ton Light Delivery Vehicle with a lockable canopy and trailer for the duration of the work to transport personnel, equipment and samples. A detailed logbook is to be kept recording the actual kilometres travelled. All other associated expenses including fuel and toll fees are to be included in the rates.

#### **c) Hand-held Dynamic Cone Penetration (DCP) Testing**

DCP tests shall be in accordance with the South African standardised method, that being an 8kg mass falling through a distance of 575mm, with a 60 degree cone. Tests shall be carried out by competent personnel, at locations selected by the *Supervisor*, to a depth of 3m from the bottom of the test pit.

Since the Client's Engineer will do the evaluation and analysis of the results, only the advance of the cone per every 5 blows of the test is required to be provided, i.e. a typed version of the field records.

All results (a copy of the field records and the typed version) are to be presented in an electronic format within one week of completing the fieldwork.

#### **d) Storage of samples**

The *Contractor* shall, at the end of each day, transport the samples from the site to a suitable covered storage shed provided by the *Contractor*.

During temporary storage, all precautions against possible loss or damage (wilful or accidental) as well as damage due to the elements shall be taken. The temporary store, supplied by the *Contractor*, shall be weatherproof and to the satisfaction of the *Supervisor*.

### 3. Records

This section relates to the preparation and submission of records of Work during the investigation. The contents of the data pack are dealt with under Quality Management.

#### a) Daily site diaries

Daily progress diaries are to be submitted on a daily basis. These must be on pre-printed pro forma sheets and indicate as a minimum:

- List of equipment on site, mobilised to site or demobilised from site on that day. As a minimum, "equipment" is to include major items of specialist excavation equipment.
- List of staff from the *Contractor* and any *Sub-Contractors* on site and the man-hours worked by each staff member. The list shall include by name the *Contractor's* site representative, *Supervisor* in charge of the excavation, safety officer, and environmental officer and QA managers. Labourers and excavation crew need not be listed by name. Man hours for staff from *Sub-Contractors* under the control of the *Contractor* such as security staff, surveyors etc. shall also be included.
- List of major *Work* activities undertaken on that day.
- List of any health and safety or environmental incidents occurring on that day.
- List of any delays to the project occurring on that day.
- List of any significant occurrences during that day.

The form to be used shall be submitted for approval prior to commencement of *Work*. All daily diaries shall be submitted as documents in accordance with the approved QA plan.

The Daily Site Diary shall be accepted as a substantial record of the operations on site and it is in the *Contractor's* interest to ensure that these are as detailed as possible. Claims for extension of time (and any other claims) that the *Contractor* may have will be based on these records. Should the *Contractor* not supply Daily Site Diaries within the stipulated time, the *Supervisor* shall have the right to instruct the *Contractor* to stop *Work* with the particular unit of equipment until all the outstanding Daily Site Diaries have been supplied. Additionally, the *Supervisor* has the right to reject any claim from the *Contractor*, which cannot be substantiated by Daily Site Diaries in the *Supervisor's* possession.

### 4. Laboratory testing

The *Contractor* shall be responsible for the delivery/collection of the samples for laboratory testing, and for the delivery of the laboratory test results in both paper and electronic format.

The *Supervisor* shall be responsible for the testing instructions for each sample.

A SANAS Accredited Testing Laboratory, accredited for "Civil Engineering Testing", must carry out all tests. In this regard, the *Contractor* shall submit a valid SANAS "Certificate of Accreditation" for "Civil Engineering Testing" together with the "Schedule of Accreditation", or certified copies thereof, to the Project Manager for acceptance. Failure to comply with this strict requirement will result in the *Contractor* not being able to proceed with the laboratory testing.

The tests shall be carried out as described in the standard specifications. Where multiple testing methods are presented, the *Contractor* is to inform the *Supervisor* in order that the most suitable test method may be selected to ensure consistency across samples and reliable comparison between different material samples.

A brief description of the sample being tested is to be made for every sample being tested and included on the laboratory test report. The laboratory test results are to include all the data that is required in the relevant standard. All results are to be fully typed and any graphs or charts computer generated.

Provision has been made in the *activity schedule* for the samples to be collected from site/delivered to the laboratory at regular intervals during the drilling period. The *Contractor* will be responsible for these logistics.

The laboratory test results are to be made available within 4 weeks of the sample being submitted to the laboratory.

Unused samples and untested samples are to be stored at the laboratory for the duration of the *Contract* defects period.

A list of laboratory tests envisaged is listed below:

- Foundation indicator test; including
  - Natural moisture content.
  - Sieve and Hydrometer analysis.
  - Atterberg limits.
- Complete Mod and CBR.
- Collapse potential.
- Oedometer
- Double oedometer.

## 5. Site Access Limitations

As the site is located at Port Shepstone and The Bluff, specific security, permit and induction requirements are relevant to working on the site. The details will be covered during the compulsory Tender Clarification Meeting and Site Inspection.

The test pit positions are expected to have drive-on access for a 2-wheel drive LDV and trailer; however, skids might be required to access some locations.

The Contractor shall not drive vehicles off established access roads without the specific prior written instruction. Where Sites cannot be accessed by vehicles, it shall be required of the Contractor to make alternative arrangements (i.e. carry equipment, etc.).

## 6. Constraints on how the *Contractor* Provides the *Works*

The position of the *Contractor's* laydown area for plant and equipment, as well as the latrine will be covered during the site Inspection. No camping is allowed on the site.

The *Contractor* will not have the exclusive use of the site for the duration of the *Contract*. The *Supervisor* will determine the sequence of which test pits are to be excavated, based on the *Client's* requirements and any site restrictions. Test pit movements will be kept to a minimum where possible.

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

## 7. Requirements for the programme

A programme is required to be submitted with the tender submission, and thereafter in accordance with the intervals prescribed in the NEC *Contract* documentation. Although there is no present priority for drilling/test pit sequence, this may change during the course of the *Contract*. The *Supervisor* will instruct the *Contractor* of any priorities should they arise.

## 8. Site services and facilities

### a) Facilities provided by the *Employer* for the *Contractor*

Item	Date by which it will be provided
Details related to water and electricity will be discussed at the Tender Clarification Meeting and Site Inspection	Prior to tender submission
Security will be for the <i>Contractor's</i> expense	<i>Contract</i> commencement
No as-built drawings are available of any subservices i.e. cable, watermain, etc. The <i>Contractor</i> need to make provision for a services' detector	<i>Contract</i> commencement

Wherever the Employer provides facilities, (including, inter alia, temporary power, water, waste disposal, telecommunications, etc.), for the Contractor's use within the Working Area. 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.

### b) Facilities provided by the *Contractor* for the *Project Manager* and *Supervisor*

The Contractor is to provide a chemical toilet on site.

Toilet facilities are to be provided for the Contractor's staff by the Contractor. Portable toilets are to be provided at all sites where distances to the laydown area are great and it would be impractical for the Contractor's staff to use facilities at the construction camp during the working day. Use of the veld for this purpose shall not, under any circumstances, be allowed.

Outside toilets should be provided with locks and doors and should be secured to prevent them from blowing over. The toilets should not be placed in areas susceptible to flooding. The Contractor should arrange for regular servicing of toilets and will be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Supervisor.

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

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.



### c) Existing Services

Where the Contractor encounters existing (underground services/existing services cables/pipe trenches), the Contractor undertakes the following:

- Stop all operation processes and inform the *Supervisor*.

### 9. Specifications

The following list of standard specifications (latest edition) is applicable to the *Works*:

- South African institute of Civil Engineering: Site Investigations Code of Practice, January 2010
- SANRAL (2010) – Standard Specification for Subsurface Investigations.
- BS 5930 – Code of Practice for Site Investigations.
- TMH 1 – Standard Methods of Testing Road Construction Materials.
- BS 1377 – Methods of test for soils for civil engineering purposes

### 10. Management Meetings

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

Depending on the size and complexity of the Works, it is probably beneficial for the Employer to hold a weekly risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, Sub-Contracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities, such as programming, engineering and design management, may also be warranted.

Regular meetings of a general nature may be convened and chaired by the Project Manager or his delegated representative as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Contract kick-off meeting	Once off at the start of the Contract	Site office or as mutually agreed from time to time	Project Manager (and appropriate delegates), Supervisor, Contractor
SHE pre-mobilisation meeting	Once off at the start of the Contract	Site office or as mutually agreed from time to time	Project Manager (and appropriate delegates), Supervisor, Contractor, CSHEO
Overall Contract progress and feedback	Monthly	Construction office, or as may be mutually agreed from time to time	Employer, Contractor's representative, Supervisor, Project Manager and appropriate personnel
Risk register and compensation events	Weekly	Construction office, as agreed by the Project Manager or as may be mutually agreed from time to time	Project Manager, Supervisor, Contractor and appropriate key persons
Safety action meetings	Weekly	Construction office, or as may be mutually agreed from time to time	CSHEO, CM, Project Manager, Contractor's representative, etc. as appropriate

The meetings will be designed to pro-actively and jointly manage the administration of the Contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

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. The person convening the meeting within five days of the meeting shall submit records of these meetings to the Project Manager.

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

The Contractor will provide suitable facilities for all meetings held on site.

The Contractor attends management meetings at the Project Manager's request as set out in paragraph 10 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.

## **11. Planning and Programming**

11.1 After *Contract* Award, the *Contractor* shall be required to submit a fully Integrated Programme for Acceptance, as Project Baseline, by the *Project Manager*.

11.2 The methodology envisaged in creation of the programme should take into account, but is not limited to, the following:

- All planning is done based on the (CPM) critical path method. The programme shows the critical path clearly.
- The programme layout takes into account the approved WBS, reflecting the manner the services are to be performed and how control data are to be summarised, reported and monitored.
- Time analysis:  
Manipulation of 'lags', 'overlaps', 'leads', 'relations' or 'dummies' to cause the float to remain constant when updates are performed, is not acceptable.
- Planning networks:  
The *Contractor* provides the program logic in network format, together with a total float report for acceptance by the *Employer*. The calendar(s) used is/are based on agreed working hours per day and not exceeding agreed hours per week. Any changes to this are submitted to the *Employer* for acceptance.
- The *Contractor's* program shall include, but not be limited to, the following in compliance with the *Contract* requirements:
  - The days of working per week, shifts per working days and holidays.
  - Where multiple calendars are used, this information shall be provided for each of the calendars, accompanied by a schedule indicating the calendar applicable to each activity.
  - A native document to be submitted with explains the development of the project schedule e.g. Risks, Schedule opportunities, assumptions, etc.

11.3 The *Contractor* shall plan and provide both integrated programmes and contractually compliant programmes, including project s-curves throughout the project development and execution.

11.4 The software (MS Projects) used in developing the programmes shall be compatible with the Primavera P6 (version 8.2) planning tool. The *Contractor* is required to familiarize them with the detail required at the various stages of the project to ensure timeous and complete reporting.

11.5 In compliance with the Project Management and Reporting requirements, the *Contractor* shall be required to adhere to the following submittal and reporting requirements during the life of the project:

- Monthly overall project schedule, reflecting the project baseline; current progress, performance and recovery proposals for delayed activities; 2-week look ahead schedule with forecast plans against future milestones.
- S-curve report.
- Weekly project schedule update, reflecting project baseline of which the *Employer* may request the *Contractor* to issue this report on weekly basis (depending on the criticality of the project).
- Critical path schedule, showing current project critical path on monthly and bi-weekly basis.



- Project milestone schedule with major project milestones and *Employer* key dates on bi-weekly and monthly reporting cycles; this should include baseline, actual and forecast dates.

## **12. Contract Management**

- 12.1 The form of *Contract* to be administered is NEC (New Engineering Contract) therefore the Contractor is to appoint relevant resources with the right qualification to administer the NEC type of *Contract*.
- 12.2 It is the *Employer's* responsibility to set-up, facilitate and chair meetings about Project Progress Meetings and to discuss *Project Manager's* instruction register, early warnings register, compensation events register, dispute register and risk reduction register. It is both the Employer and *Contractor's* responsibility to give an Early Warning by notifying the other as soon as either becomes aware of a possible risk to the project.
- 12.3 In the event that the *Contractor* sub-contracts the other party in completing portions of the *Work*, the *Contractor* shall retain responsibility and accountability to the *Employer* as if the *Contractor shall do the Work*. This Contract applies as if a Sub-Contractor's employees and equipment were the Contractor's. The Contractor shall submit the name of each proposed Subcontractor to the Project Manager for acceptance prior to appointing the Subcontractor.
- 12.4 *Contract* related issues should be in the form of a letter addressed to the *Employer's* representative (Project Manager). In the event that there is a *Contract* dispute that cannot be resolved in the meetings, it shall be resolved according to dispute resolution procedure option W1 of the NEC.
- 12.5 Upon *Contract* award, both parties shall agree the schedule of Contract related meetings.

## **13. Cost Management**

- 13.1 The Contractor shall manage and report on all Contracts that it manages. The Contractor shall provide a cost management service that shall include (but not be limited to) budget allocation, forecasting, estimation to completion, displaying commitments (status and forecasts), actual spends, change, potential change, risk quantification and costing. The entire Contract and project information shall provide Engineering Design Services with an accurate description of the project costs at any point in time. This information shall be reviewed and incorporated into other project systems/tools to improve upon the accuracy and auditing of reporting.
- 13.2 Submit a detailed cash flow forecast to the *Employer* within 14 days after *Contract* award aligned to schedule and procurement activities. This cash flow must be updated and submitted monthly when submitting monthly claims to Engineering Design Services.
- 13.3 All cost assessment, evaluation, approvals and rejection shall be counter signed by Transnet employees with the required delegation before being submitted to Finance for processing. In addition, all claims and certificates shall have supporting evidence attached before progressing to Finance.
- 13.4 The *Contractor* manages all costs applicable to this project in conjunction with the *Employer's* inputs. All changes or issues resulting in changes to the price of various *Contracts* (construction *Contracts* and Suppliers purchase orders) managed by the *Contractor* are to be discussed and agreed with the *Employer* prior to implementation.

The *Contractor* is responsible for the following:

- Submit a detailed cash flow forecast to the *Employer* within 14 days after *Contract* award aligned to schedule and procurement activities. This cash flow must be updated and submitted monthly when submitting monthly claims to Engineering Design Services.

## **14. Documentation control**

- 14.1 In undertaking the works all documentation requirements for the works shall be dealt with in accordance with document DOC-STD-0001 – Rev03 (Contractor Documentation Submittal Requirements). The control, maintenance and handling of these documents and

- drawings, using a suitable document control system, remain the sole responsibility of the Contractor.
- 14.2 The Contractor Documentation Schedule (CDS) is as contemplated in DOC-STD-0001 – Rev 03, as contained in Annexure B.
  - 14.3 The Contractor documentation “Starter kit”, as contemplated in DOC-STD-0001 – Rev 03, will be issued at the kick-off meeting following award.
  - 14.4 All contract correspondence is issued through document control. All hardcopy communication will be delivered to the Employer via the Lead Document Controller at Waterfall document control department. In the event of *urgent* communication, electronic communication can be transmitted to. TFRDocControlGauteng@transnet.net
  - 14.5 Each supplier of documentation and data to the Project is responsible for ensuring that all documentation and data submitted conforms to the Project Standards and data Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Data not meeting the Project Standards and data Quality requirements will be cause for rejection and returned to the Contractor for corrective action and re-submission.
  - 14.6 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.
  - 14.7 All drawings supplied shall comply with the CAD Standards, i.e. ENG-STD-0001 – AnnexureC.
  - 14.8 It is the responsibility of all Project participants undertaking work on the Project to ensure they obtain and comply with the relevant requirements to suit their deliverables and Scope of Work.
  - 14.9 The Contractor is to ensure that the latest versions of the required application software and a suitable ‘IT’ Infrastructure is in place to support the electronic transmission of documentation.
  - 14.10 Electronic files submitted to the Project shall be clear of known viruses and extraneous “macros”. The supplier of documentation is required to have, at all times, the latest generation of virus protection software and up-to-date virus definitions.
  - 14.11 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 time-frame and quality as outlined in the specified standards prior to awarding sub-orders.
  - 14.12 The required number of copies shall as a minimum be three (3) (1x original + 2 x hard copies), with the corresponding PDF and ‘Native’ file formats upon final submission.
  - 14.13 The required number of copies of documentation and data shall be specified in the ‘Contractor Documentation Schedule’ (CDS). The required number of copies shall as a minimum be three (3) (1 x original + 2 x hard copies), with the corresponding PDF and ‘Native’ file formats upon final submission.
  - 14.14 The *Contractor* shall apply “wet signatures” to the original Documentation before scanning the signed original and prior to formal submission to the Project.
  - 14.15 Final issues of all documentation shall be supplied to the Project in “wet signature” format along with the associated corresponding electronic ‘native files’ and PDF renditions.
  - 14.16 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).

## **15. Procedure for Submission and Acceptance of Contractor’s Documents**

- 15.1 The Contractor’s documentation shall be issued to the Project Manager under cover of the Contractor’s Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the Contractor’s Project Document Number, Revision Number, Title and chronological listing of transmitted documentation. Formats of *Contractor* data submitted is dependent on the project procedure and shall be specified by the *Project Manager*, upon the notified request of the *Contractor*.

- 15.2 The Contractor shall deliver both hard copies and electronic media copies (CD Rom) to the Project Manager either at the address stated within the Contract Data or at the Project site office.
- 15.3 All electronic documentation shall be submitted by the Contractor in Adobe Acrobat (.PDF) and native file format.
- 15.4 Acceptance of documentation by the Project Manager will in no way relieve the Contractor of his responsibility for the correctness of information, or conformance with his obligation to provide the Works. This obligation rests solely with the Contractor.
- 15.5 After review, a copy of the original reviewed/marked-up drawing/document, with the Project Manager's consolidated comments and document status marked on the Contractor Review Label, is scanned and the copy shall be returned to the Contractor under cover of the project's Transmittal Note for revision or re-submittal as instructed.
- 15.6 The Contractor shall allow the Project Manager 2 weeks (unless otherwise stated and agreed) to review and respond to the Contractor's submission of their documentation, i.e. from time of receipt by the project to the time of despatch. However, work shall proceed immediately in the event of late return of the documentation by the *Project Manager* with prior notification in writing by the *Contractor*.
- 15.7 On receipt of the reviewed documentation the Contractor shall make any modifications Requested / marked-up and resubmit the revised documentation to the Project Manager within 2 weeks. Queries regarding comments/changes should be addressed with the Project Manager prior to re-submittal.
- 15.8 Any re-submittals, which have not included the changes/comments identified, will be returned to the Contractor to be corrected. The Contractor shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue within 2 working of receipt of the marked-up document.
- 15.9 In undertaking the works, (including all incidental services required), the Contractor shall conform and adhere to the requirements of the Contractor Document Submittal Requirements Standard included in Annexure B (Refer DOC-STD 0001 Rev 03).

## **16. As-built Drawings, Operating Manuals and Data Packs**

### **The Contractor provides the following:**

- 16.1 As - Built/Final Documentation
  - In undertaking the works, (including all incidental services required), the Contractor shall conform and adhere to the requirements of the Contractor Document Submittal Requirements Standard included in Annexure B (Refer DOC-STD-0001 Rev 03).
  - All As-Built information to be signed off by contractors responsible PrEng before issue to Transnet Rail Infrastructure Manager (TRIM).
- 16.2 Installation, Maintenance and Operating Manuals and Data Books The Contractor provides manuals in an A4 hard covered, White, grease and waterproof binder, using 2 ring type binders. The manuals are well indexed and user friendly and include a summarized Table of Contents.
  - Drawings and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.
  - The Contractor submits the draft Table of Contents to the Project Manager for acceptance prior to the compilation and official submittal of the manuals.
  - The originals of all brochures shall be issued to the Project Manager. When a general brochure is applicable to a range of equipment, then the specific item, catalogue number or model

number shall be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number.

- The address, phone numbers, fax numbers and reference numbers of all Sub-Contractors is provided.
- Where manuals include drawings that still need to be revised to "As-Built" status, and such manuals are required prior to 'As-Built' status, the manual will not be considered to be in its final form until the "As-Built" version of each such drawing has been incorporated.
- The required number of copies of the manual (s) shall be as specified by the Project Manager and submitted per type or model number of equipment included in the contract, or as specified by the Project Manager.
- A typical example of what the binder/file (s) shall be marked with on the spine and the front cover is as follows: -

Project Name

Manual Title, e.g. Installation, Maintenance and Operating Manual

FBS No. and Title

Manual Numbering (e.g. Volume 1 of 2, etc.)

Contract Number

*Contractor* Name

- Unless otherwise stated in the CDS, the required number of copies of all As-Built/Final/Data Packs shall be:
- 3 x hard copies (Full size)
- 3 x CD Roms with Adobe Acrobat (.pdf) and "Native" formats

## 17. Construction Management

17.1.1 The *Contractor* adhere to the Project Health and Safety Specification.

- In addition to his responsibilities under the OHS Act, the Contractor is responsible for the following:
- Attending progress meetings as determined by the Project Manager to monitor and report progress.
- Keeping and updating photographic records.
- *Contractor to prepare and submit Quality Method Statement for Project Manager's approval.*
- Construction is to be carried out in an approach that will minimize disruption to other port activities.

17.1.2 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 and should be agreed daily with the *Project Manager's* delegate or his delegate.

17.1.3 No connection points for electricity, potable water and landline telephones are available on Site. The *Contractor* makes his own arrangements for the connection of such services to his Work Site, for his use when providing the *Works*.

17.1.4 The *Contractor* provides the required security measures on Site and in his Working Areas until Completion.

17.1.5 The *Contractor* shall provide, maintain, move to new positions as required and finally remove, proper portable toilets of sufficient number as indicated in the Project Health and Safety Specification.

17.1.6 The *Contractor* shall provide, maintain, move to new positions as required and finally remove, proper shaded areas on the construction Site for eating areas.

17.1.7 The *Contractor* ensures toilets are properly constructed and placed in suitable positions and main *Contractor* maintained in a clean and sanitary working condition until Completion.

17.1.8 No suitable connection to an existing sewerage system is feasible, chemical type toilets or similar must therefore be used throughout.

17.1.9 Use of existing provincial roads shall be limited to an absolute minimum and shall not be used by the *Contractor* as haul roads for Field *Work* purposes.

- 17.1.10 The *Contractor* shall, on Completion of his *Works*, completely remove from Site all his Equipment, Material, foundations and other structures, erected stores and temporary office accommodation (or any other asset belonging to him) and leave The Site in a tidy condition to the satisfaction of the *Project Manager*.
- 17.1.11 The *Contractor* must thereafter exercise due care to avoid damage or disruption to existing services. (Contractor to do assessment of adjacent properties before starting with the works and submit to TRIM) 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.
- 17.1.12 *Work on, over, under or adjacent to railway lines or near high voltage Equipment:*
- All *Work on, over, under or adjacent to railway lines and near high voltage Equipment* shall comply with *Employer* specification E7/1.
  - The *Contractor* shall not have sole possession of The Site. The *Contractor* shall co-operate with others and common users of The Site in regards to Site occupation and access.
- 17.1.13 The existing railway lines are to be regarded as operational at all times and the fullest collaboration between the *Contractor* and the *Project Manager* is essential with regard to the operations and working of the railway lines.
- 17.1.14 The *Contractor* shall ensure that all his construction labour and Equipment remains within the fenced off allocated construction area.
- 17.1.15 All staff and labour working on Construction Site must comply with the *Employer's* operational safety requirements and be equipped with all necessary protective clothing, Equipment and high visibility apparel whilst on Site and not within 3m of the railway lines.
- 17.1.16 Notification must be given to the Central Train Control (CTC) every day before any *Work* commences within 5m of the operational railway lines by adhering to the procedures stipulated in the rules of the route.
- 17.1.17 Equipment used by the *Contractor* in providing the *Works* shall comply with the General Machinery Regulation 4 of the Occupational Health and Safety Act (Act 85 of 1993) and without prejudice to the previously mentioned act, complies with the certification requirements of *Employer's* Code of Practice No. 29. Operators of Equipment shall be in possession of a valid certificate in terms of this Code of Practice.
- 17.1.18 Facilities provided by the *Contractor* at the Site:
- The *Contractor* is to provide office accommodation, laboratories, storage facilities, vehicles and office Equipment, etc. required to provide the *Works*.
- 17.1.19 Facilities provided by the *Contractor* off Site:
- No construction labour accommodation shall be allowed within the rail servitude.
- 17.1.20 Wherever the *Contractor* provides facilities and all items of Equipment, involving, inter alia, offices, laboratories, Materials storage, etc. within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
- 17.1.21 Unless expressly stated as a responsibility of the *Employer*, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to provide the *Works* remains the responsibility of the *Contractor*.
- 17.1.22 The *Contractor* complies with the CEMP, SES and PES in the construction of the *Works*.
- 17.1.23 Publicity and progress photographs:
- The *Contractor* provides a notice board with specific details such as *Employer* title; responsible person in charge, emergency contact numbers as well approved safety documentation such as risk assessment at each active Working Areas.
  - The *Contractor* provides progress photographs at intervals as requested by the *Project Manager*.
  - 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*.



17.1.24 Overview of the processes for obtaining occupations, permits and items of operational impact:

- When *Work* on or near the overhead track Equipment, necessitating the isolation and earthing of the high voltage electrical Equipment and involves the re-timing or cancellation of electric trains, it shall be arranged in advance and as prescribed in the E7/1 specification. In such a case an occupation of the line and a *Work* permit is required effecting the operations of Transnet Rail Infrastructure Manager.
- The *Contractor* is required to submit his formal application for occupations/permits, line-side *Work* or other operational impacts via the *Project Manager* (or delegate). There may be no communication between the *Contractor* and Transnet Rail Infrastructure Manager representatives regarding these items.
- Application from the *Contractor* must include all relevant information, including:
  - Date
  - Time
  - Duration
  - Electrical switching details
  - Occupation type
  - Specific limits of *Work*
  - Description of the *Work* to be undertaken
  - Contractor to apply for excavation permit (Identification and detection of existing services will be contractor's responsibility).
- Although the E7/1 specification indicates 21 days as the required notification period, two months prior notification is required to allow Transnet Rail Infrastructure Manager to follow their prescribed internal process. An official occupation/permit notice shall be issued to the requestor and serves as a prerequisite for the actual permit that shall be executed on the date, as approved.
- In order to be granted the occupation/permit it is necessary for the *Contractor* to demonstrate that there is suitable and sufficient planning in place.

17.1.25 Monitoring

- The Project Manager monitors all occupations/permits. *Contractors* are required to submit feedback and confirmation of the working times achieved for all occupations/permits on a weekly basis.

Once the *Project Manager* has validated the *Contractor's* request, it is passed to the Transnet Rail Infrastructure Manager maintenance department. They shall then process the request and issue the notice not less than one week prior to the proposed date. If a notice request is submitted but later cancelled, a formal notification of the cancellation is required to be submitted.

## 18. Regulatory requirements

### 18.1 Health & Safety Requirements

The *Contractor* must prepare and submit for approval a Health and Safety file in terms of Transnet Rail Infrastructure Manager Health and Safety for *Contractor* working on Transnet property. In terms of this file, the successful Tenderer shall be responsible for the implementation of the obligations contained in Health and Safety file. A copy of the file shall be kept by Transnet Rail Infrastructure Manager and be available on Site.

There are requirements of the *Contractor* in terms of Health and Safety. These are described below:

- Legal Appointments and proof of competencies for the Delegated Authority 16(2), Construction *Supervisor* 8(7); Construction Safety Officer 8(5) as well as SHE Rep 17(1) and First Aider (Trained), where applicable.
- First Aid Box with all the required contents.
- Valid letter of good standing for the *Contractor*, a copy of WCL2 form and ID copies for all on Site.
- Safety Daily Task Instruction (Safety Talk) to be done daily before *Work* commences.
- Health & Safety Plan for the *Contractor*.
- Organogram of supporting structure (this document must provide all persons appointed in terms of the OHS Act 85 of 1993).
- Risk Assessment with all the activities that shall be performed on Site.
- Method statement for the tasks.
- Safe work procedure for the tasks.
- Proof that issue register system in place for P.P.E.
- Valid medical certificates of fitness done by an Occupational Health Practitioner for all on Site.
- Proof of induction training received.
- Section 37(2) mandatory agreement between *Client – Contractor – Sub-Contractors*.
- Proof of competency for the TLB/Drilling operator and his medical certificate of fitness.
- Proof of service for the TLB/Drilling machine.
- Proof of TLB/Drilling machine that is pre-inspected daily before use.
- Proof of alcohol testing register of all on Site daily done by the trained person.

The areas of investigation are within Transnet property and an induction, which is not expected to be onerous, shall form part of the first day's *Work*. No *Work* on Site is permitted until the above documents are approved by TGC and the Project Manager has issued a Site access certificate.

## 18.2 Environmental Management

**18.2.1** 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 as well as the accepted environmental good practices. The following documents of the *Works Information* provide the minimum acceptable standards that shall be adhered to:

- Construction Environmental Management Plan – ENV-STD-001 (Rev3)
- Standard Environmental Specification– ENV-STD-002 Rev3
- Declaration of Understanding
- Transnet SHEQ Policy Statement
- TGC HSEQ Policy 2016

18.2.2 The *Contractor* shall perform the *Works* and all construction activities within The Site and Working Areas having due regard for the environment and environmental management practices.

18.2.3 The SES describes the minimum acceptable standard for environmental management for the range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, with which the *Contractor* must comply.

18.2.4 The *Contractor* shall, as required by the CEMP, provide activity based environmental method statements for particular planned construction activities at The Site and/or Working Area and/or where requested by the Construction Manager or Environmental Officer.

18.2.5 The *Contractor* shall submit an environmental file to the *Employer* for approval. Details of the environmental file shall be made known post Tender award. No *Work* on Site shall be permitted until the file is approved.

- 18.2.6 Where relevant, the *Contractor* shall provide detailed method statements, as required by the Construction Manager or Environmental Officer. The *Contractor* shall maintain records of checks, audits and environmental monitoring, as required by the CEMP and SES.
- 18.2.7 The *Contractor* shall sign the Declaration of Understanding and the original signed copy must be submitted to the *Employers* Construction Manager prior to the start of construction.
- 18.2.8 The *Contractor* shall comply with the specifications of the CEMP and abide with the *Employer's* Construction Manager's instructions regarding the implementation of the CEMP.
- 18.2.9 The *Contractor* shall appoint a suitably qualified Environmental Officer with construction environmental management experience whose role is to ensure compliance with CEMP.
- 18.2.10 The *Contractor* shall submit the name and CV of the *Contractor's* Environmental Officer as well as an Environmental Plan detailing roles and responsibilities. This shall be for the *Employer's* Construction Manager's approval and no *Work* can commence on Site if this has not been done.
- 18.2.11 Should the *Contractor's Environmental Officer* change from that either person identified during the Tender stage, or the construction period, the *Contractor* shall submit a CV of a replacement of Environmental Officer for approval by the *Employer's* Environmental Officer and *Employer's* Construction Manager. No *Work* can proceed until the replacement Environmental Officer has been approved.
- 18.2.12 The *Contractor* is required to submit an Environmental Management Plan with the Tender documents. The EMP should describe relevant roles and responsibilities, and how potential environmental impacts shall be identified and managed including the monitoring and recording thereof. The *Contractor* is required to allow for sufficient environmental budget for the implementation of environmental requirements.

### 18.3 Quality assurance requirements

The onus rests entirely on the Contractor to produce Work which shall conform in quality and accuracy of detail to the requirements of the TFR – Quality specification "General Quality Requirements for Contractors and Suppliers" including Technical Specifications and Drawings. The Contractor must, at his own expense, institute a quality management system, instruments and equipment to ensure adequate Quality supervision and control of the Works at all times.

The Contractor shall submit Project Quality Plan (PQP), Method Statement, Quality Control Plans (QCP's) and Data pack Index to the TFR for approval. The Contractor's quality plan shall include or reference the quality plans of Sub-Contractors if applicable.

The Contractor develops and maintains a comprehensive register of documents that shall be generated throughout the Contract for Project deliverables, including all quality related documents, as part of the contract.

### 18.4 Risk Management

The *Contractor* to review the potential risk elements as per the ISO 31000 Risk Management standard associated with the Project. The *Contractor* to demonstrate the experience in identifying risk, measure risks, analyse risk, mitigate risk, monitor and control risk, assign risk owner, action plan dates. The documents should:



- Present Project Risk Management Plan.
- Present Project Risk Management Policy and Procedure.
- Present how Project Risk Management shall be implemented/executed in the projects.

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

## 18.5 Insurance

- 18.5.1 The insurance that shall be provided by the *Employer* is arranged on a Principled Controlled Insurance (PCI) basis. All parties of this project is insured under this portfolio.
- 18.5.2 The insurance portfolio consists of a Public Liability policy and a Professional Indemnity for design and construction.
- 18.5.3 The *Contractor* shall maintain its own insurance for plant and equipment, own employee liability (COIDA), motor vehicle insurance and motor vehicle third party insurance as stated in the *Contract*.
- 18.5.4 The Insurance procedure manual shall be issued within a reasonable time after the starting date. This manual shall contain the claim procedure, Claim Advice Form as well as a more detailed description of each policy.
- 18.5.5 The *Contractor* follows the claims procedure and liaises with the *Employer* and the *Project Manager* when a claim is made and assists in completing the Claims Advice Forms that is contained in the Insurance procedure manual.
- 18.5.6 The *Contractor* shall supply the *Employer* with all required information to substantiate the claim.
- 18.5.7 The *Contractor* is liable for the deductible of each insurance claim as contained in the Insurance procedure manual. The deductible can change from time to time.
- 18.5.8 The *Contractor* can purchase any other insurance in addition to the amount of insurance taken out by the *Employer* for the same risk to no cost of the *Employer*.

## 18.6 *Contractor's* Management, Supervision and key people

The *Contractor* shall provide an organogram showing his key people and their lines of authority and communication.

## 19. Procurement

### 19.1 Code of Conduct

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

- The Transnet Procurement Procedures Manual (PPM).
- 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 (B-BBEE).
- The Anti-Corruption 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 an excellent, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that shall enable this transformation.

- Transnet shall not participate in corrupt practices and therefore expects its Suppliers to act in a similar manner.
- Transnet and its employees shall 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, to:
  - Illegally influence their judgment or conduct or to ensure the desired outcome of a sourcing activity.
  - Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions.
  - 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).
- Transnet is firmly committed to the ideas of free and competitive enterprise.
  - Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
  - Transnet does not engage with non-value adding agents or representatives solely for increasing B-BBEE spend (fronting).
- Transnet's relationship with Suppliers requires us to clearly define requirements, 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 shall not tolerate any illegal activities. These include, but are not limited to:
  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc.).
  - Collusion.
  - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, B-BBEE status, etc.).
  - Corrupt activities listed above.
  - 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 straightforward 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, such as:
  - Doing business with family members.
  - Having a financial interest in another company in our industry.

### **20. Facilities and equipment to be provided by *Employer***

The Employer provides no facilities or equipment.

### **21. Invoices**

All invoices submitted by the *Contractor* shall be VAT invoices, which shall be accompanied by a daily activity sheet, covering the services together with, where relevant, a brief explanation of the time covered, and full breakdown of expenses to which receipts relate.

**Invoices are to be delivered to:**

Transnet Rail Infrastructure Manager  
138 Eloff Street  
Johannesburg  
2000

**Attention: Project Manager:**

Or posted to:  
Transnet Rail Infrastructure Manager  
PO Box 72501  
Parkview  
Johannesburg  
2122

## 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 tower is in Port Shepstone approximately 120km south of Durban in KwaZulu Natal. It is situated in a fairly steep sloped area approximately 160m west of the Indian ocean. The tower is positioned about 3000mm away from the building housing the electrical equipment and about 5500mm away from an abandoned raft foundation of the previous tower. The radio high site where the tower is located is fenced with palisade fence.

The site GPS coordinates are,

- Latitude: 30°44'33.8"S
- Altitude: 30°27'24.5"E

Site infrastructure and operations are summarised as follows:

Main Site Activity: Provides radio communication for trains travelling in the railway line

Main Infrastructure: Train radio network infrastructure

#### 1.2. Existing buildings, structures, and plant & machinery on the Affected Property

The scope of work includes the construction of a new 50 metre radio tower.

#### 1.3. Subsoil information

The scope includes Geotechnical Investigations (field and lab) as part of the scope of work for the construction of the radio tower.

#### 1.4. Hidden services

There are no reports/drawings showing hidden services. It can be assumed that there are electrical cables, drainage channels, water pipes, and other underground services. However, they should not affect the project's site work since there will not be any excavation outside the radio high site.

#### 1.5. Other reports and publicly available information



Figure 1: Ariel view of Port Shepstone Tower Site (Google Earth, 2023)



Figure 2: Port Shepstone Radio High Site (Photo, 2023)