Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF WEIGHING SYSTEMS IN THE PORT OF DURBAN FOR A PERIOD OF TWELVE(12) MONTHS

RFP NUMBER	:	**TNPA/2026/07/0002/114619/RFP**
ISSUE DATE	:	**06 OCTOBER 2026**
COMPULSORY BRIEFING	:	**15 OCTOBER 2026**
CLOSING DATE CLOSING	:	**28 OCTOBER 2026**
TIME	:	**16h00**
TENDER VALIDITY PERIOD	:	**12 weeks from closing date**

Contents

Number Heading

The Tender

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

Part T2: Returnable Documents

T2.1 List of Returnable Document

T2.2 Returnable Schedules

The Contract

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data (Parts 1 & 2)

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

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	Installation of weighing systems in the Port of Durban
TENDER DOWNLOADING	**This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net** (please use Google Chrome to access the Transnet link) FREE OF CHARGE.
COMPULSORY TENDER CLARIFICATION MEETING	A Tender Clarification Meeting will be conducted at **Transnet National Ports Authority, Port of Durban, 237 Mahatma Gandhi Road, Queens Warehouse on 15 October 2026** at **10:00am** for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation]. **Site-Visit.** • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyzer testing. • All forms of firearms are prohibited on Transnet properties and premises. The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licenses are on them for inspection at the access control gates. The certificate of Attendance in the form set out in the Returnable Schedule **T2.2-01** hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory tender briefing.
CLOSING DATE	**28 October 2026** Tenderers must ensure that tenders are uploaded timeously onto the system. **If a tender is late, it will not be accepted for consideration. If a tender has not been fully uploaded by the**

	closing time, it will be cut off and will result in a corrupted file that cannot be capable of being evaluated.
ADDENDA TO THE TENDER	Any addenda to the tender or clarifications will be published on the National Treasury's e-Tender Publication Portal and Transnet e-Tender Submission Portal. Bidders are required to check the National Treasury's e-Tender Publication Portal and Transnet e-Tender Submission Portal. prior to finalising their bid submissions for any changes or clarifications to the tender. Transnet will not be held liable if Tenderers do not respond by this date and do not receive the latest information regarding this tender with the possible consequence of either being disadvantaged or disqualified as a result thereof.
VALIDITY PERIOD	**12 Weeks from Closing Date** Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.
ELECTRONIC BID SUBMISSIONS	**<u>Note to the bidders:</u>** Tenderers are required to ensure that electronic tender submissions are done at least a day before the closing date to prevent issues which they may encounter due to 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 tenderers as a result of technical challenges. Please do not wait for the last hour to submit. Tenderers shall ONLY use alphabetical and/ or numerical characters in naming their files. Failure to do so will result in files being corrupted/ quarantined and will NOT be available for evaluation. **The Tenderer may only upload 30mb per upload and multiple uploads are permitted.**

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 T2.2-21, [**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:

SupplierNumber…… and Unique registration reference number……(Tender Data)

Transnet urges its clients, suppliers and the general public

to report any fraud or corruption to:

1. Toll-Free No: 0800 003 056

2. Email Address: Transnet.Reportit@outlook.com

3. SMS: 063 786 7403

4. Please Call me number: *120*0637867403

5. A dedicated Website: https://whistleblowersoftware.com/secure/Transnet

"HOW TO" GUIDE FOR BIDDERS

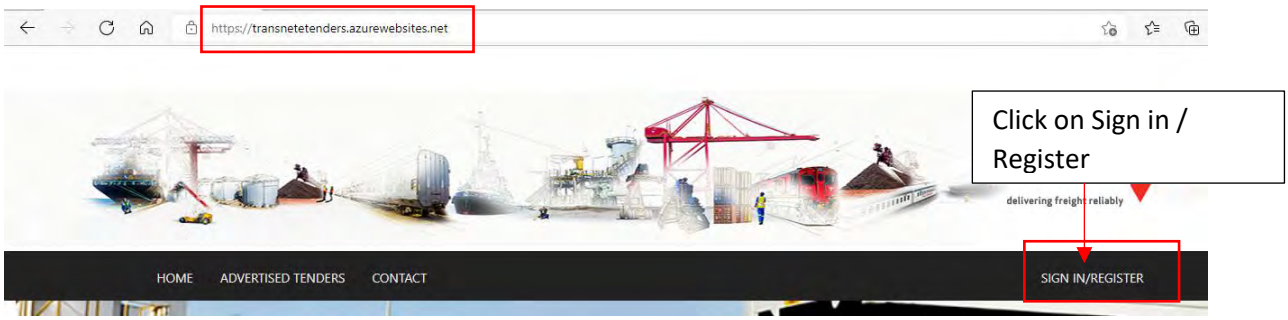
REGISTER ON ETENDER PORTAL

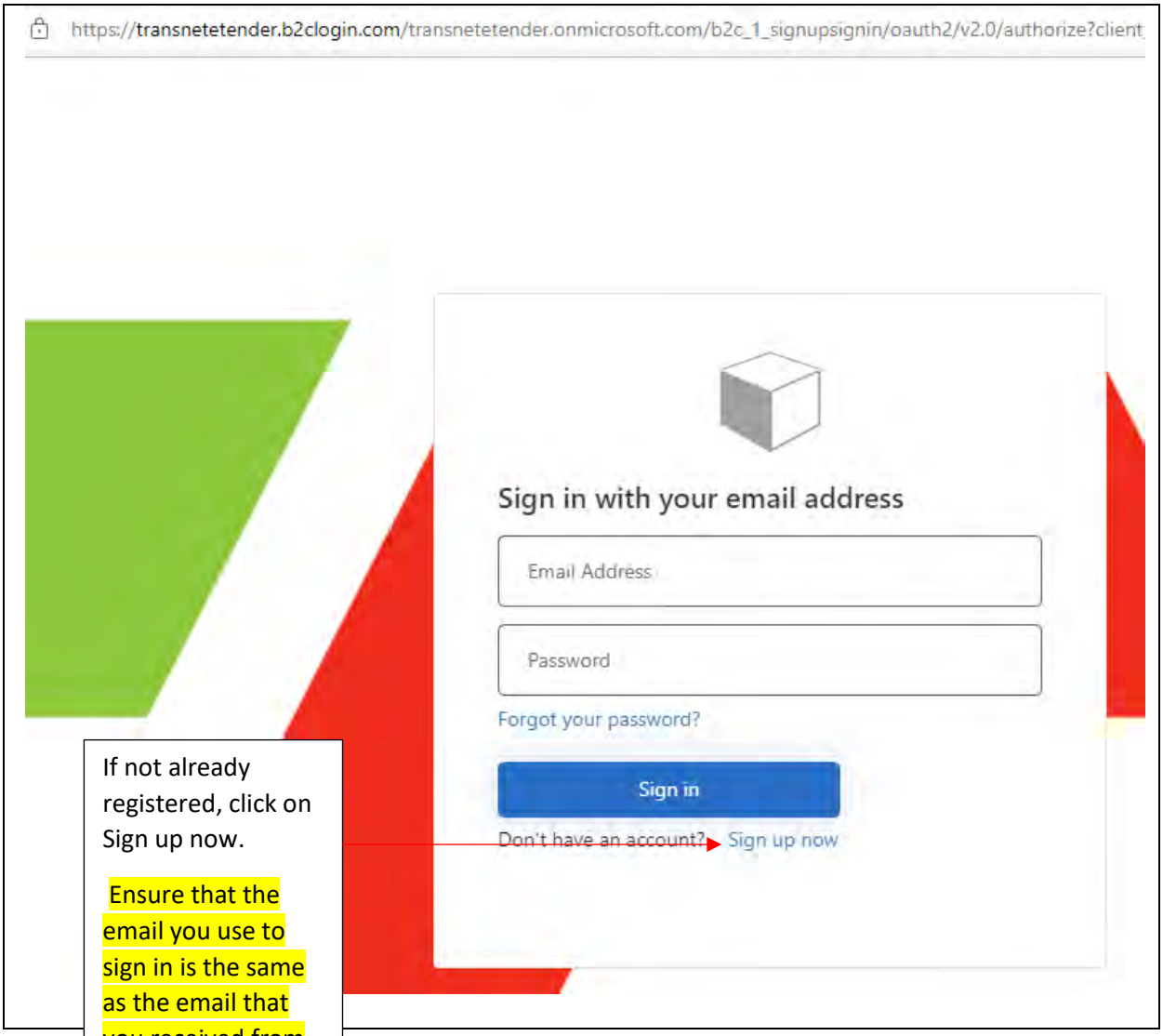
ACCESS TENDERS

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

Go to Google Chrome

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





If not already registered, click on Sign up now.

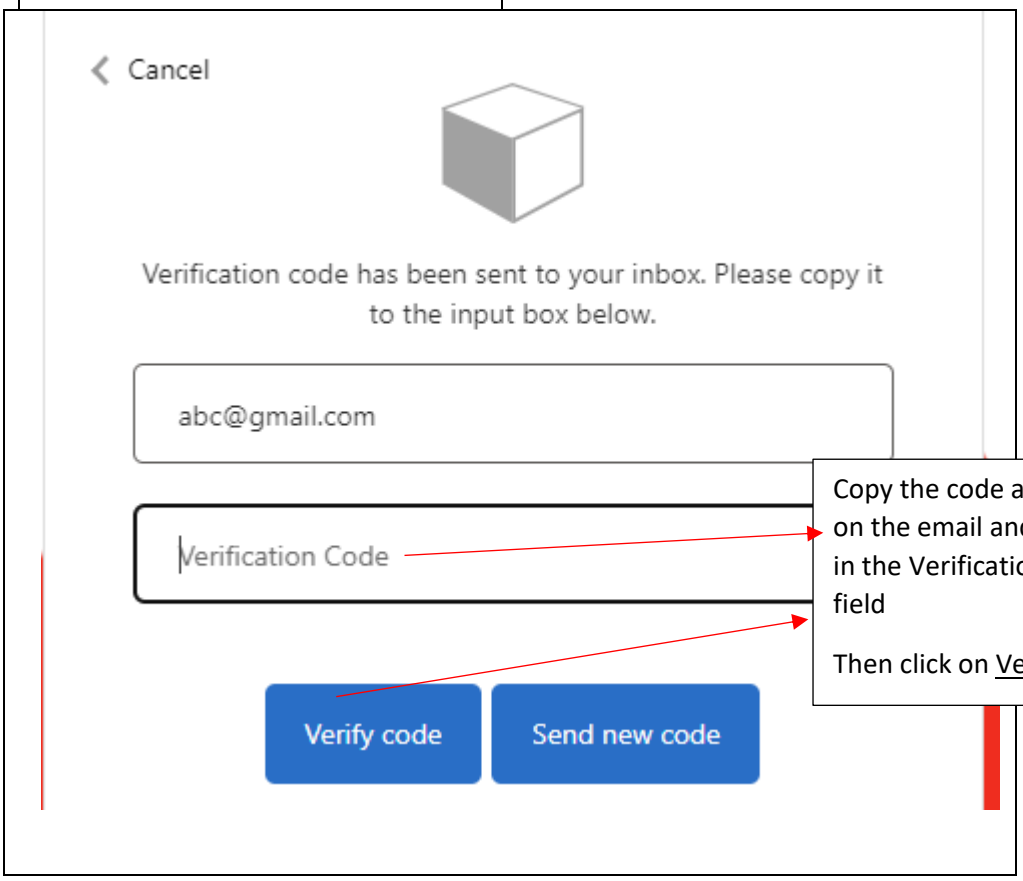
Ensure that the email you use to sign in is the same as the email that you received from the tender invite on the email, otherwise you will not see the tender

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

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

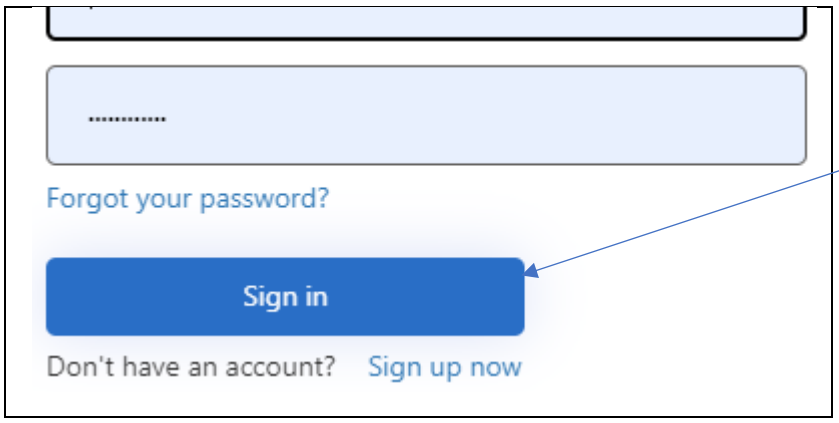
If you do not have a central Supplier Database number, enter the same company registration number in that field.

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



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

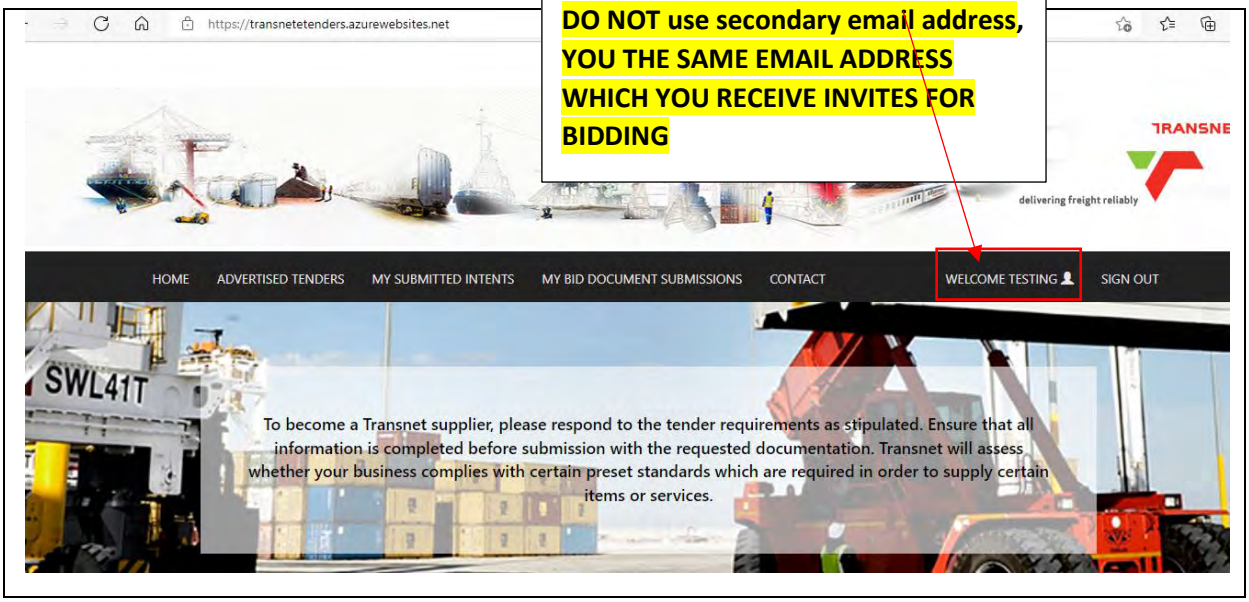
Then click on Verify code

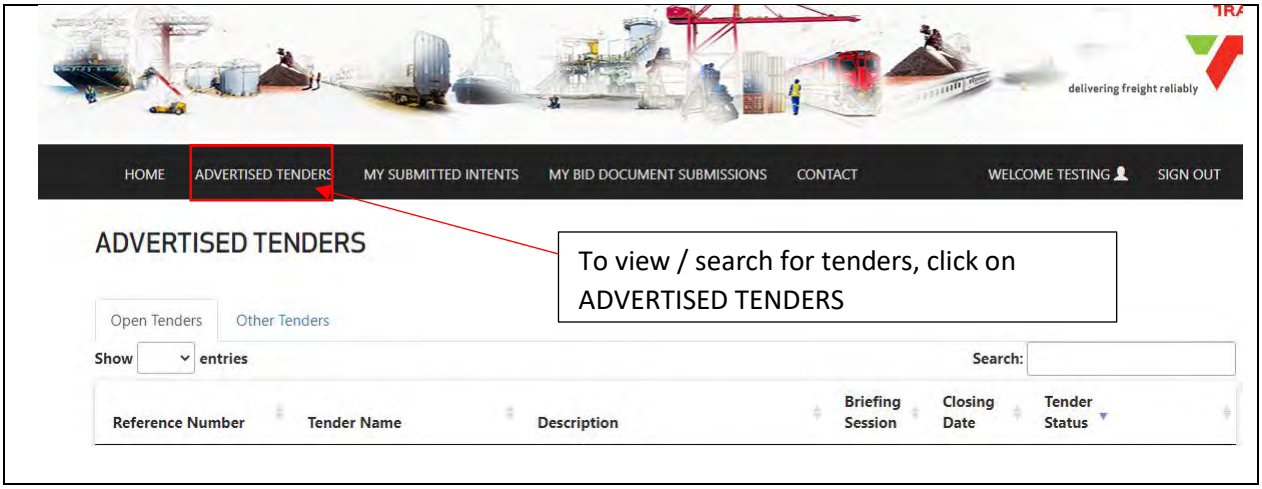


Then click on Sign in

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

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





To view / search for tenders, click on ADVERTISED TENDERS

T2.2: Returnable Schedules

T1.2 Tender Data

T1.2 TENDER DATA

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

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

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

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

Clause		**Data**
C.1.1	The *Employer* is	**Transnet SOC Ltd** **(Reg No. 1990/000900/30)**
C.1.2	The tender documents issued by the *Employer* comprise:	
	Part T: The Tender	
	Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
	Part T2: Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
	Part C: The Contract	
	Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
	Part C2: Pricing data	C2.1 Pricing instructions C2.2 Activity Schedule
	Part C3: The Scope of work	C3.1 The Scope of Works
	Part C4: Site information	C4.1 Site information

C.1.4	The Employer's agent	Procurement Officer
	is: Name:	Mphoyakaomphile Botopela
	Address:	Transnet National Ports Authority 150 Commissioner Street, Johannesburg
	E – mail:	tenderenquiriespdu@transnet.net

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

1. Stage One – step one Test for Administrative Responsiveness:

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

Stage One – step two : Administrative and Substantive Responsiveness Tests where Attendance eligibility is part of substantive

Check for substantive responsiveness
• Whether any general and legislation qualification criteria set by Transnet, have been met
• Whether the Bid contains a priced offer in the form of a signed and properly completed C1.1 Form of offer and acceptance
• Whether the Bid materially complies with the scope and/or specification given
• Whether any Technical Pre-qualification Criteria/minimum requirements have been met as follows: - Attendance of the compulsory briefing session. - A CIDB grading of 5ME or higher. - Submit valid registration certificates with the relevant Built Environment Council for each of the key resources. - Obtain a minimum of 60 points for functionality.

2. Stage Two - Eligibility with regards to attendance at the compulsory clarification meeting

An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture JV must attend the compulsory clarification meeting in terms C2.7 and must complete, sign and return C1.1 Form of Offer and Acceptance.

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

3. Stage Three - Eligibility in terms of the Construction Industry Development Board:

a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, designation of **5ME or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)
Joint ventures are eligible to submit tenders subject to the following:

i) every member of the joint venture is registered with the CIDB;

ii) the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and

iii) 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 **5ME or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations. The tenderer shall provide a certified copy of its signed joint venture agreement.

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

4. Stage Four – Eligibility in terms of professional registration for key personnel
Proof of registration for the following key person:

- Construction Project Manager
- Civil Engineer/Technologist
- Electrical Engineer/ Technologist
- Mechanical Engineer/Technologist
- Health and Safety Officer

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

5. Stage Three - Functionality

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

The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion is as stated in C3.11 below.

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

6. Stage Four – Preference Point System

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

Any enderer that fails to meet the stipulated pre-qualifying 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
C2.15.1 The *Employer*'s details and identification details that are to be shown on each tender offer are as follows:

Identification details: The tender documents must be uploaded with:

- Name of Tenderer: (insert company name)
- Contact person and details: (insert details)
- The Tender Number: TNPA/2026/07/0002/114619/RFP
- The Tender Description: **For the appointment of a Contractor for the Installation of Weighing Systems in the Port of Durban for a period of Twelve (12) Months Documents must be marked for the attention of: *Employer'*sAgent:**

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

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

16H00 on 28 of October 2026

Location: The Transnet website at E-supplier Portal Link:

(https://esupplierportal.transnet.net.)

NO LATE TENDERS WILL BE ACCEPTED

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

C.2.23 The tenderer is required to submit with this 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]**, CIPC B-BBEE Certificate or a sworn affidavit confirming annual turnover and level of black ownership in case of all EME and QSE with 51% black ownership or more together with the tender;
3. A **valid CIDB certificate** in the correct designated grading;
4. Proof of registration on the **Central Supplier Database;**
5. A **valid 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

C.3.11 The minimum number of evaluation points for functionality is **60**

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

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-04 Programme	**Ability to Provide the Works:** The Tender Programme submissions must meet these requirements: • The Tenderer has submitted a Programme in Microsoft Projects (MSP) or Primavera. • Schedules for submission must be Resource loaded. • Logically linked using the critical path method (CPM). • In line with core clause 31 of the NEC3	**7**	**10**

	• The Tender has also submitted the Basis of Schedule (BoS). • The Tender Programme has captured the complete scope at minimum level 4 for each discipline. • The Tender Programme shall be aligned to the Pricing Data as contained under Part C2 and detailed at an appropriate level of decomposition to support the scope and associated duration estimates. • The programme must clearly support and demonstrate alignment to Part C3.1.		
	Provision of Dates: The Tenderer clearly indicates in the schedule all milestones activities & information related to the following: • Float, • Time Risk Allowances, • SHEQ requirements specified in the contract. • Work by the Employer and Others, • Acceptances of contractor's design's as per signed Contract e.g: shop drawings • Starting date, access dates, Key Dates and Completion Date • Planned Completion for each Key Date for each option and the complete works • Indicate all long leads in terms as scope of work.	**3**	
T2.2-05 **Management and CVs of key personnel**	**Tenderer to supply relevant experience and qualifications of the following key personnel**		**30**
	1. Construction Project Manager	**10**	
	2. Civil Engineer/ Technologist	**5**	
	3. Electrical Engineer/Technologist	**5**	
	4. Mechanical Engineer/Technologist	**5**	
	5. Health and Safety Officer	**5**	

T2.2-06 Quality Management	**The tenderer needs to submit the following with their bid:**		**5**
	Project Quality Plans	**1**	
	Project-specific Quality data book index	**1**	
	Valid ISO 9001 certification	**1**	
	Index/list of procedures and method statement	**1**	
	Quality Control Plans	**1**	
T2.2-07 Health and safety	**Health and Safety Policy** Signed Health and Safety Plan as per the scope of work in line with the TNPA Health and Safety Specification	**2**	**10**
	Detailed activity-based project specific Risk Assessment (RA) aligned to the scope of work	**5**	
	Safety, Health and Environmental Policy signed and dated by top management	**1**	
	Complete and return with tender documentation the Health and safety Questionnaire	**2**	
T.2-08 Environmental	**The tenderer is to submit the following with their bid documentation:**		**5**
	Environmental Management Plan	**3**	
	Signed Environmental Policy	**2**	
T.2.-09 Previous Experience	Reference letter or completion certificate and Completed previous Experience Questionnaire form	**20**	**20**
T.2-10 Method Statement	Tenderers are required to submit the following documentation with their bid: 1. Design phase methodology	**10**	**20**
	2. Construction and installation methodology	**10**	
Total Points		**100**	

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

- T2.2-04 Programme
- T2.2- 05 Management and CV's of key personnel
- T2.2-06 Quality Management
- T2.2-07 Environmental Management
- T2.2-08 Health & Safety Requirements
- T2.2-09 Company Previous Experience
- T2.2-10 Approach Paper / Method Statement

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

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

Stage Four – Preference Point System: Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 or 90/10 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; or

90 where the financial value of one or more responsive tenders received have a value above R50 million, inclusive of all applicable taxes.

Thresholds	Minimum Threshold
Technical / functionality	60

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

Up to 10 or 20 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.

Specific Goals	Number of points	
	(80/20 system)	(90/10 system)
B-BBEE Status Level of Contributor 1 or 2	**08**	**04**
EME or QSE 51% Black Owned	**12**	**06**
Non-Compliant and/or B-BBEE level 3-8 Contributors	**00**	**00**

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

Specific Goals	Acceptance Evidence
B-BBEE Status Level of Contributor 1 or 2	• B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
EME or QSE 51% Black Owned	• Audited Annual Financials • B-BBEE Certificate /Sworn - Affidavit/ CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines

The maximum points for the bid are allocated as follows:

DESCRIPTION	POINTS	
PRICE	80	90
B-BBEE Status Level of Contributor 1 or 2	08	04
EME or QSE 51% Black Owned	12	06
Non-Compliant and/or B-BBEE Level 3-8 contributors	0	0
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:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;

3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially comprise the tender process and persons in the employ of the state.

4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. The **objective criteria** Transnet may apply in this bid process include:

a) Bidder(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;

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

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

d) Unless the appointment of the bidder would result in a negative impact on Transnet Return on Investment;

e) It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;

f) The tenderer or its members, directors, partners:

   i) Is under restrictions as contemplated in the Integrity Pact,

   ii) Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated.

g) Cannot, as necessary and in relation to the proposed contract, demonstrate that it possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;

h) Has no legal capacity to enter into the contract;

i) Is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing.

j) Does not comply with the legal requirements, if any, stated in the tender document; and

k) Is not able to perform the contract free of conflicts of interest.

l) Is able, in the option of the employer to perform the contract free of conflicts of interest.

m) An unacceptable commercial risk to the employer due to unduly high or unduly low tendered rates or amounts in the tender offer. Before rejecting a tender on the grounds that it is unduly low, the employer will request in writing details of the constituent elements of the tender which it considers relevant, including:

   i) the economics of the construction method, the manufacturing process or the services provided;

ii) the technical solutions chosen or any exceptionally favorable conditions (or both) available to the tenderer for the execution of the work or the provision of the supplies or services

iii) the originality of the work, supplies or services proposed by the tenderer;

iv) compliance with the statutory provisions such as those relating to the employment of labour, health and safety etc.

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

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

T2.1: List of Returnable Documents

T2.1 List of Returnable Documents

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

T2.2-01 **Stage Three as per CIDB: Eligibility Criteria Schedule -** CIDB Registration

T2.2-02 **Stage Four as per CIDB: Eligibility Criteria Schedule -** Certificate of attendance at the Compulsory Tender Clarification Meeting

T2.2-03 **Stage Four as per CIDB: Eligibility Criteria Schedule -** Eligibility in terms of professional registration for key personnel Proof of registration

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

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

T2.2-05 **Evaluation Schedule:** Management and CV's of key personnel

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

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

T2.2-08 **Evaluation Schedule:** Environmental Management

T2.2-09 **Evaluation Schedule:** Previous experience

T2.2-10 **Evaluation Schedule:** Method Statement

2.1.3 Returnable Schedules:

General:

T2.2-11 Authority to submit tender

T2.2-12 Record of addenda to tender documents

T2.2-13 Valid Letter of Good Standing

T2.2-14 Risk Elements

T2.2-15 Availability of equipment and other resources

T2.2-16 Schedule of proposed Subcontractors

T2.2-17 Site Establishment requirements

T2.2-17a Job Creation Schedule

Agreement and Commitment by Tenderer:

T2.2-18 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-19 Non-Disclosure Agreement

T2.2-20 RFP Declaration Form

T2.2-21 RFP – Breach of Law

T2.2-22 Certificate of Acquaintance with Tender Document

T2.2-23 Service Provider Integrity Pact

T2.2-24 Supplier Code of Conduct

T2.2-25 Domestic Prominent Influential Persons (DPIP)

1.3.2 Bonds/Guarantees/Financial/Insurance:

T2.2-26 Insurance provided by the Contractor

T2.2-27 Form of Intent to provide a Performance Guarantee

T2.2-28 Three (3) years audited financial statements

1.3.3 Transnet Vendor Registration Form:

T2.2-29 Transnet Vendor Registration Form

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions

2.6 C2.2 Priced contract with 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:		
On (date)		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: Eligibility Criteria Schedule - CIDB Grading Designation

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **5ME** or **higher** class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

every member of the joint venture is registered with the CIDB;

1. the lead partner has a contractor grading designation in the a **5ME** or **higher** class of construction work; and
2. 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 **5ME** or **higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
3. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
4. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

T2.2-03 Eligibility Criteria: CV's of Key Resources

Tenderers are required to **submit CV's, proof of qualifications** and **certifications** for professional registrations. Due consideration must be given to the deliverables required to execute and complete the contract as stated in the Scope of Work and should include but not be limited to:

Sub-criteria	**Requirements submitted?**	
	Yes	**No**
1. Professionally Registered Construction Project Manager		
The Construction Manager is professionally registered as a Construction Project Manager (Pr. CPM) with SACMP and / or Project Management Professional (PMP-PMI) or any international registration body		
2. Civil Engineer /Technologist/Technician		
Registered as a Pr. Eng. Or Pr. Tech. with ECSA. (Pr. Techni. Eng. Will not be considered as sufficient for this role).		
3. Electrical Engineer/Technologist/Technician		
Electrical Technician must have as a minimum have a NQF Level 6 electrical engineering qualification.		
4. Mechanical Engineer/Technologist/Technician		
Registered with ECSA as Pr. Tech. Eng. or Pr. Eng. Or Pr. Techni. Eng		
5. Health and Safety Officer:		
Registered as a Health & Safety Officer with SACPMP and has submitted proof thereof.		

Note: failure to provide the above will result in disqualification.

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

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

T2.2-04: Evaluation Schedule: Programme

Note to tenderers:

The Tenderer details the proposed programme below or makes reference to his proposed programme and attaches it to this schedule. The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

- **Ability to Provide the Works:**

The tenderer shall provide the proposed programme showing but not limited to the following:
Ability to execute the *works* in terms of the *Employer*'s requirements and within the required timeframe indicating, in a logical sequencing, the order and timing of the construction that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.

- Dates when the *Contractor* will need *access* to any part of the site and/or persons and/or information, as well as submission approval process and timing for Health & Safety Files, Environmental Files and Quality Files pre-requisites/requirements. Requirements for submission and acceptance process for designs. In addition, the Programme must clearly demonstrate adequate provision for the review and acceptance process associated with deliverables requiring the *Employer's* acceptance including due cognizance taken of the time frames associated with undertaking same and any other items of this nature. Moreover, the Programme must clearly demonstrate adequate provision for the process and time frames associated with undertaking procurement processes for all long lead items, inductions, permits, medicals, plant and equipment approvals and any required certifications in this regard.

- The Programme must clearly support and demonstrate alignment to Part C3.1 Works Information objectives and scope of work. In addition, annexed to the Programme, a basis of schedule document is required, stipulating, but not limited to, underlying assumptions, conditions, constraints, and approach to Providing the Works as detailed in the Programme.

- **Provision of Dates:**

The Contractor indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule by complying with Clause 31.2 of the NEC ECC:

1. Float,
2. Time Risk Allowances,
3. Health and safety requirements,
4. Procedures set out in this contract,
5. Access to a part of the site if later than its *access date,*
6. Acceptances,
7. Information by Others,
8. *starting date, access dates*, Key Dates and Completion Date
9. planned Completion for each Key Date for each option and the complete works
10. The Programme should indicate the following columns as a minimum:

The Programme should indicate the following columns as a minimum:

Activity Number	**Activity description**	**Start date**	**Finish date**	**Predecessor**	**Successor**	**Time risk allowances (TRA)**

The scoring of the Programme will be as follows:

Scores	**Ability to Provide the Works:**	**Provision of Dates:**
	The Tender Programme submissions must meet these requirements: 1. The Tenderer has submitted a Programme in Microsoft Projects (MSP) or Primavera. 2. Logically linked using the critical path method (CPM). 3. In line with core clause 31 of the NEC3 4. The Tender has also submitted the Basis of Schedule (BoS). 5. The Tender Programme has captured the complete scope at minimum level 4 for each discipline. 6. The Tender Programme shall be aligned to the Pricing Data as contained under Part C2 and detailed at an appropriate level of decomposition to support the scope and associated duration estimates. 7. The Programme must clearly support and demonstrate alignment to Part C3.1 Works Information objectives and scope of work.	The Tenderer clearly indicates in the schedule all milestones, activities & information related to the following: 1. Float, 2. Time Risk Allowances, 3. SHEQ requirements specified in the contract. 4. Acceptances of contractors design's as per signed Contract. 5. starting date, access dates, Key Dates and Completion Date 6. planned Completion for each Key Date for each option and the complete works 7. Indicate all long leads items per as scope of work.
10 Points	**7**	**3**
Score 0	The tenderer has submitted no information to determine a score.	The tenderer has submitted no information to determine a score.
Score 20	The tenderer has addressed 1 of the seven (7) criteria requirements.	The tenderer has addressed 1 of the seven (7) criteria in the schedule pertaining to milestones, activities, and information.
Score 40	The tenderer has addressed 2 to 3 of the seven (7) criteria requirements.	The tenderer has addressed 2 to 3 of the seven (7) criteria in the schedule pertaining to milestones, activities, and information.
Score 60	The tenderer has addressed 4 to 5 of the seven (7) criteria requirements.	The tenderer has addressed 4 to 5 of the seven (7) criteria in the schedule pertaining to milestones, activities, and information.
Score 80	The tenderer has addressed 6 of the seven (7) criteria requirements.	The tenderer has addressed 6 of the seven (7) criteria in the schedule pertaining to milestones, activities, and information.
Score 100	The tender submission has addressed all (7) criteria requirements.	The tenderer has addressed all 7 criteria in the schedule pertaining to milestones, activities, and information

T2.2-05: Evaluation Schedule - Management & CV's of Key Personnel

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required services and submit the following documents as a minimum with the tender:

Comprehensive CV's should be attached to this schedule:

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

i. Personal particulars
   a. Name
   b. Place (s) of tertiary education and dates associated therewith
   c. Professional awards
ii. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations). These certificates need to be attached.
iii. Name of current employer and position in enterprise
iv. Overview of post graduate experience (year, organization, position, etc.)
v. Outline of recent assignments / experience that is relevant to this project.

Key Personnel:

1. Construction Project Manager:
   a. Construction Manager must have as a minimum an NQF Level 6 (National Diploma) qualification in the built environment.
   b. Registered as a Construction Project Manager (Pr. CPM) with SACPCMP and/or Project Management Professional (PMP - PMI) or any international registration body.
   c. Minimum five (5) years' relevant experience in construction management and/or site supervision and/or construction project management.

2. Civil Engineer/Technologist:
   a. Civil Engineer/Technologist must have as a minimum an NQF Level 6 (National Diploma) qualification in Civil Engineering.
   b. Registered as a Pr. Eng. Or Pr. Tech. Eng. with ECSA. (Pr. Techni. Eng. Will not be considered as sufficient for this role).

c. Minimum five (5) years' relevant experience in civil engineering for pavement, traffic, geotechnical or Integrated Transport Systems (ITS).

3. Electrical Engineer/Technologist/Technician:

a. Electrical Technician must have as a minimum an NQF Level 6 electrical engineering qualification.

b. Valid Wireman's License and proof thereof

c. Minimum five (5) years' experience in electrical works and issuing of Certificates of compliance (CoC's).

4. Mechanical Engineer/Technologist/Technician:

a. Mechanical Engineer/Technologist/Technician must have as a minimum an NQF Level 6 (National Diploma) qualification in mechanical engineering.

b. Registered with ECSA as Pr. Tech. Eng. or Pr. Eng. Or Pr. Techni. Eng.

c. Two (2) or more years of relevant experience in mechanical weighing systems.

5. Health and Safety Officer:

a. Health and Safety Officer must have as a minimum an NQF Level 6 (National Diploma)

b. Registered as a Health & Safety Officer with SACPCMP and has submitted proof thereof.

c. Minimum 5 years' relevant experience as a Health & Safety Officer in construction projects.

List of Key Persons assigned to the above disciplines

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Construction Project Manager		
2	Civil Engineer/Technologist		
3	Electrical Engineer/Technologist/Technician		
4	Mechanical Engineer/Technologist/Technician		
5	Health & Safety Officer		

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

Weight – 10 points		**Score 0**	**Score 20**	**Score 40**	**Score 60**	**Score 80**	**Score 100**
Construction Manager	Qualification (5 points)	Tenderer has submitted no information to determine a score.	Tenderer submitted no qualification in the Built Environment.	NQF Level 5 qualification in Built Environment and proof thereof.	NQF Level 6 qualification in Built Environment and proof thereof.	NQF Level 7 qualification in Built Environment and proof thereof.	NQF Level 8 or higher qualification in Built Environment and proof thereof.
	Experience (5 points)	Tenderer has not submitted CV and/or submitted no information to determine a score.	Has 4 years or less relevant experience in construction management and/or site supervision and/or construction project management.	Has 5 years relevant experience in construction management and/or site supervision and/or construction project management.	Has 6 years relevant experience in construction management and/or site supervision and/or construction project management.	Has 7 years relevant experience in construction management and/or site supervision and/or construction project management.	Greater than or equal to 8 years' relevant experience in construction management and/or site supervision and/or construction project management.

Weight – 5 points		**Score 0**	**Score 20**	**Score 40**	**Score 60**	**Score 80**	**Score 100**
Civil Engineer/ Technologist	Qualification **(3 points)**	Tenderer has submitted no information to determine a score	Tenderer has submitted irrelevant qualifications	NQF Level 5 qualification in Civil Engineering and proof thereof.	NQF Level 6 qualification in Civil Engineering and proof thereof.	NQF Level 7 qualification in Civil Engineering and proof thereof.	NQF Level 8 or higher qualification in Civil Engineering and proof thereof.
	Experience **(2 points)**	Tenderer has submitted no information to determine a score	Tenderer has less than 5 years experience in civil engineering for pavement, traffic, geotechnical or Integrated Transport Systems (ITS).	Greater than or equal to 5 years but less than 6 years relevant experience in civil engineering for pavement, traffic, geotechnical or Integrated Transport Systems (ITS).	Has 6 years relevant experience in civil engineering for pavement, traffic, geotechnical or Integrated Transport Systems (ITS).	Has 7 years relevant experience in civil engineering for pavement, traffic, geotechnical or Integrated Transport Systems (ITS).	Greater than or equal to 8 years' relevant experience in civil engineering for pavement, traffic, geotechnical or Integrated Transport Systems (ITS).

Weight – 5 points		**Score 0**	**Score 20**	**Score 40**	**Score 60**	**Score 80**	**Score 100**
Electrical Engineer / Technologist / Technician	Qualification **(3 points)**	Tenderer has submitted no information to determine a score		NQF Level 5 qualification in electrical engineering and proof thereof.	NQF Level 6 qualification in electrical engineering and proof thereof.	NQF Level 7 qualification in electrical engineering and proof thereof.	NQF Level 8 or higher qualification in electrical engineering and proof thereof.
	Experience **(2 points)**	Tenderer has submitted no information to determine a score	Less than 5 years relevant experience in electrical engineering. Can issue COC's	Greater than or equal to 5 years but less than 6 years relevant experience in electrical engineering. Can issue COC's	Greater than or equal to 6 years but less than 7 years relevant experience in electrical engineering. Can issue COC's	Greater than or equal to 7 years but less than 8 years relevant experience in electrical engineering. Can issue COC's	Greater than or equal to 8 years' relevant experience in electrical engineering. Can issue COC's

Weight – 5 points		**Score 0**	**Score 20**	**Score 40**	**Score 60**	**Score 80**	**Score 100**
Mechanical Engineer / Technologist / Technician	Qualification (3 points)	Tenderer has submitted no information to determine a score	Tenderer has submitted irrelevant qualifications.	NQF Level 5 qualification in mechanical engineering and proof thereof.	NQF Level 6 qualification in mechanical engineering and proof thereof.	NQF Level 7 qualification in mechanical engineering and proof thereof.	NQF Level 8 or higher qualification in mechanical engineering and proof thereof.
	Experience (2 points)	Tenderer has submitted no information to determine a score	Less than 2 years relevant experience in mechanical weighing systems.	Greater than or equal to 2 years but less than 3 years relevant experience in mechanical weighing systems.	Greater than or equal to 3 years but less than 4 years relevant experience in mechanical weighing systems.	Greater than or equal to 4 years but less than 5 years relevant experience in mechanical weighing systems.	Greater than or equal to 5 years' relevant experience in mechanical weighing systems.

Weight – 5 points		**Score 0**	**Score 20**	**Score 40**	**Score 60**	**Score 80**	**Score 100**
Health and Safety Officer	Qualification **(3 points)**	Tenderer has submitted no information to determine a score			NQF Level 6 qualification and proof thereof.	NQF Level 7 qualification and proof thereof.	NQF Level 8 or higher qualification and proof thereof.
	Experience **(2 points)**	Tenderer has submitted no information to determine a score	Has less than 5 years relevant experience as a Health & Safety Officer in construction projects	Greater than or equal to 5 years but less than 6 years relevant experience as a Health & Safety Officer in construction projects.	Greater than 6 years but less than 7 years relevant experience as a Health & Safety Officer in construction projects.	Greater than 7 years but less than 8 years relevant experience as a Health & Safety Officer in construction projects.	Greater than or equal to 8 years' relevant experience as a Health & Safety Officer in construction projects.

T2.2-06: Evaluation Schedule – Quality Management

The tenderer is to note that if successful, and awarded the contract, shall execute and complete the contract as per the Quality Management Standard, TNPA-QUAL-REQ-014.1 General Quality Requirements for Contractors and Suppliers (as attached as an Annexure of this RFP).

The tenderer shall as a minimum submit the following:

1. Project Quality Plan which satisfies the technical and quality requirements of the *works*, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the Works Information.
2. Quality Control Plans Specific to the Works Information not limited to the following:
   - TMS Design
   - TMS Construction and Installation
3. A signed Quality Policy.

<u>Quality Management:</u>

Due consideration must be given to the deliverables required to execute and complete the contract as per the:

- TNPA-QUAL-REQ-14.1 _General Quality Requirements for Contractors and Suppliers (Annexure to the Scope of Works)
- ISO 9001:2015 Quality Management Systems (QMS) requirements and must include:

1. The <u>Project Quality Plan (PQP)</u> details how the Contractor's Quality System will be applied to the Scope of Work specified in the contract and shall include the following as key elements:

a) A brief project scope of works includes a description of the Contractor's Project organization, with key positions and responsibilities identified and individuals named. The organization structure shall also indicate resources committed to the management and co-ordination of Quality Assurance/Quality Control (QA/QC) activities. (Resource allocation)

b) Provide a description of how documents provided by Transnet to the Contractor/created by contractor are to be managed. (Documentation management and control).

c) Include Quality activities relevant to the Scope of Work, identifying applicable procedures, reviews, audits, controls and records used to control and verify compliance with specified Contractual requirements. (Performance evaluation and monitoring)

d) Include a listing of all Special Processes (e.g. Factory Testing of specialized electronic equipment and parts, corrosion protection, impact testing, sealant and any other related tests material traceability etc.) envisaged for use. (Inspection and Testing)

e) Control of externally provided services. (Subcontractors and Suppliers)

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

a) Detailed sequence of activities (Mandatory documents, Pre-construction, construction/operation activity sequences, Post construction activities, etc)

b) Include applicable procedures/code/drawings and specifications (Documented procedures/ Standards/ Code/ regulation/ specification/ Drawing where applicable to each listed activity)

c) Include all intervention points (i.e. hold, witness, verify) per listed activities in the QCP. (Clearly indicate how the inspection intervention by relevant parties will be categorized per activity listed in the QCP)

d) Include all Verification documentation/Field inspection checklist (Clearly indicate the verification records per each activity such as Certificates, reports, forms, checklist, method statements, Plans etc)

e) Include all relevant signatories (i.e. Contractor, Approved Inspection Authority (AIA), Transnet) (Clearly indicate the sign-off intervention for all responsible parties per QCP)

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

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

a) Is appropriate to the purpose and context of the organization and supports its strategic direction,

b) Provides a framework for setting quality objectives,

c) Includes a commitment to satisfy applicable requirements,

d) Includes a commitment to continual improvement of the quality management system, and

e) Is communicated and understood within the organization.

Tenderers are advised to take note of the below scoring criteria that will be used to evaluate the quality submissions as part of the bidding process.

The scoring of the Quality Management will be as follows:

	Evaluation Category	Maximum Score	Evaluation Criteria	Rating
Quality Requirements **(10 Points)**	**Project Quality Plan (as per TNPA-QUAL-REQ-014.1)** The Project Quality Plan (PQP) details how the Contractor's Quality System will be applied to the Scope of Work specified in the contract and shall include the following as key elements: 1) Include a description of the Contractor's Project organization, with key positions and responsibilities identified and individuals named. The organization structure shall also indicate resources committed to the management and co-ordination of Quality Assurance/Quality Control (QA/QC) activities. 2) Provide a description of how documents provided by Transnet to the Contractor are to be managed. Documentation management/control 3) Include all quality activities relevant to the Scope of Work, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with specified Contractual requirements. 4) Include a listing of all Special Processes (e.g. welding, non-destructive testing, cube testing etc.) envisaged for use. 5) Control of externally provided services.	**5**	The tenderer has submitted no information to determine a score.	0
			Only one (1) of Five (5) key elements met	20
			Two (2) of Five (5) key elements met	40
			Three (3) of Five (5) key elements met	60
			Four (4) of Five (5) key elements met	80
			All Five (5) key elements met	100
	Quality Control Plans (as per TNPA-QUAL-REQ-014.1) Quality Control Plan (QCP) specific to the Project but not limited to: 1.TMS Design. – 30% 2.TMS Construction and Installation. – 70%	**4**	The tenderer has submitted no information to determine a score.	0
			One (1) of Five (5) key elements met	20

	The Quality Control Plan shall be Project Specific as per the Scope of Work and shall include the following as key elements: 1) Detailed sequence of activities (construction/fabrication) 2) Include all procedures/code specifications 3) Include all intervention points (i.e. hold, witness, verify) 4) Include all Verification documentation/Field inspection checklist 5) Include all relevant signatories (i.e. Contractor, Approved Inspection Authority (AIA), Transnet)		Two (2) of Five (5) key elements met	40
			Three (3) of Five (5) key elements met	60
			Four (4) of Five (5) key elements met	80
			All 5 key elements are met	100
	Quality Policy (as per ISO 9001:2015) Quality Policy shall include the following key policy elements: 1) is appropriate to the purpose and context of the organisation and supports its strategic direction, 2) provides framework for setting quality objectives, 3) includes a commitment to satisfy applicable requirements, 4) includes a commitment to continual improvement of QMS, and 5) is communicated and understood within the organisation.	**1**	The tenderer has submitted no information to determine a score.	0
			One (1) of Five (5) key policy elements met	20
			Two (2) of Five (5) key policy elements met	40
			Three (3) of Five (5) key policy elements met.	60
			Four (4) of Five (5) key elements met	80
			All Five (5) key elements met	100

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

Submit the following documents as a minimum with your tender:

1. **Signed Health and Safety Plan as per scope of work in line with TNPA Health & Safety Specification and the tenderer must include these minimum requirements:**
    1. Project Scope
    2. Health and Safety Policy
    3. Hazard Identification and Risk Assessment
    4. Legal & Other requirements
    5. Accountabilities and Responsibilities
    6. Competence, training and awareness
    7. Occupational Health and Hygiene
    8. Working at Heights
    9. Incident Reporting and Investigation
    10. Audits and Inspections
2. **Detailed activity-based project specific Risk Assessment (RA), aligned to scope of work and TNPA Baseline Risk Assessment.**
    1. Site Establishment
    2. Installation of Structural Steel and Canopy.
    3. Installation of Electrical Works.
    4. Building and Concrete Works.
    5. Working on Heights.

3. **Safety, Health & Environmental Policy signed and dated by the Top Management. List the five elements -**
    1. Commitment to Safety and prevention of pollution,
    2. Continual improvement,
    3. Compliance to legal requirements, appropriate to the nature of contractor's activities,
    4. Hold management accountable for development of the safety systems
    5. Include objectives and targets.

4. **Complete and return with tender documentation the Contractor Health & Safety Questionnaire included as a returnable, attach all required supporting documents.**
    1. Valid Letter of Good Standing
    2. Safety Induction/ orientation booklet or similar
    3. Incident Management Procedure
    4. Previous H&S Recognition Certificate

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

Points 10	2	5	1	2
	Signed Health and Safety Plan as per scope of work in line with TNPA H&S specification. **1.Project Scope** **2.Health and Safety Policy** **3.HIRA** **4.Legal & Other requirement** **5.Accountabilities and Responsibilities** **6.Competence, training and awareness** **7.Occupational Health and Hygiene** **8.Working @ Heights** **9.Incident Reporting and Investigation** **10.Audits and Inspections**	**Detailed activity-based project specific Risk Assessments (RA), aligned to scope of work, TNPA baseline risk assessment, and TNPA H&S Specification.** **1. Site Establishment.** **2. Installation of Structural Steel and Canopy.** **3. Installation of Electrical Works.** **4. Building and Concrete Works.** **5. Working on Heights.**	**Signed and date Health and Safety Policy:** **1) Commitment to Safety, Pollution Prevention** **2) Continual Improvement** **3) Compliance to Legal requirements** **4) Holding management accountable for development of safety systems** **5) Included objectives and targets.**	**Complete and return with tender documentation the Contractor Health & Safety Questionnaire included as a returnable, attach all required supporting documents.** **1. Valid Letter of Good Standing** **2. Safety Induction/ orientation booklet or similar** **3. Incident Management Procedure.** **4. Previous H&S Recognition Certificate**

Score 0	**No response** – Generic document submitted or irrelevant to the project.	**No response** - Risk assessment methodology is provided but not aligned to project scope and Risk Assessment not signed.	**No response** - The Tenderer has submitted no information or Health & Safety Policy not signed and dated.	**No response** - Health and Safety questionnaire is not fully completed and no supporting documents attached.
Score 20	The tenderer has submitted project specific H&S Plan including two **(2)**-three **(3)** stated employer's requirements	Risk assessment methodology is provided with the risk assessment. **1** major activity are provided in task-based risk assessment and are aligned to the project.	Safety, Health & Environmental Policy signed and dated by the Chief Executive Officer including one **(1)** key element.	The tenderer has submitted one **(1)** document either Contractor Safety Questionnaire or supporting documents.
Score 40	The tenderer has submitted project specific H&S Plan including four **(4)**-five **(5)** stated employer's requirements	Risk assessment methodology is provided with the risk assessment. **2** major activities are provided in task-based risk assessment and are aligned to the project.	Safety, Health & Environmental Policy signed and dated by the Chief Executive Officer including two **(2)** key elements.	The tenderer has submitted two **(2)** documents either Contractor Safety Questionnaire or supporting documents.
Score 60	The tenderer has submitted project specific H&S Plan including six **(6)**-seven **(7)**	Risk assessment methodology is provided with the risk assessment. **3** major activities	Safety, Health & Environmental Policy signed and dated by the Chief Executive Officer including three **(3)** key elements.	The tenderer has submitted three **(3)** documents either Contractor

	stated employer's requirements	are provided in task-based risk assessment and are aligned to the project.		Safety Questionnaire or supporting documents.
Score 80	The tenderer has submitted project specific H&S Plan including eight **(8)**-nine **(9)** stated employer's requirements	Risk assessment methodology is provided with the risk assessment. **4** major activities are provided in task-based risk assessment and are aligned to the project.	Safety, Health & Environmental Policy signed and dated by the Chief Executive Officer including four **(4)** key elements.	The tenderer has submitted four **(4)** documents either Contractor Safety Questionnaire or supporting documents.
Score 100	The tenderer has submitted project specific H&S Plan including ten **(10)** stated employer's requirements	Risk assessment methodology is provided with the risk assessment. **5** major activities are provided in task-based risk assessment and are aligned to the project.	Safety, Health & Environmental Policy signed and dated by the Chief Executive Officer including all five **(5)** key elements.	The tenderer has submitted five **(5)** documents either Contractor Safety Questionnaire or supporting documents.

Contractor Safety Questionnaire

1.	Safe Work Performance				
1A	Injury Experience / Historical Performance – Alberta				0.5
	Use the previous three years injury and illness records to complete the following:				
	Year				
	Number of medical treatment cases				
	Number of restricted workday cases				
	Number of lost time injury cases				
	Number of fatal injuries				
	Total recordable frequency				
	Lost time injury frequency				
	Number of worker manhours				
	Action taken to prevent re-occurrence				
	1	Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician		
	2	Restricted Workday Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties		
	3	Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day		
	4	Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours		
	5	Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours		
1B	Workers' Compensation Experience				
	Use the previous three years injury and illness records to complete the following (if applicable):				
	Industry Code:		Industry Classification:		
	Year				
	Industry Rate				
	Contractor Rate				
	% Discount or Surcharge				
	Is your Workers' Compensation account in good standing? (Please provide letter of confirmation) 0.5		Yes		No

Contractor Safety Questionnaire

2.	Citations				
2A	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? If yes, provide details:	Yes		No	
2B	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? If yes, provide details:	Yes		No	

3.	Citations							
	Does your company have a Certificate of Recognition?					Yes		No	
	If yes, what is the	Certificate No:		Issue Date:					

4.	Safety Program	
4A	Submit your company written health and safety plan? Submit for provide a copy for review	2
4B	Submit your company pocket safety booklet for field distribution?	0.5
4C	Health and safety plan should contain the following elements	

	Yes	No		Yes	No
Health and Safety Policy			Equipment Maintenance		
Incident Management and reporting			Emergency Preparedness/Response		
Recordkeeping & Statistics			Hazard Assessment and Risk Management and training		
Reference to Legislation			Safe Work Practices		
General Rules & Regulations			Safe Work Procedures and Safe operating procedures		
Roles and responsibilities			Workplace Inspections		
Responsibilities			Investigation Process		
PPE Standards			Training Policy & Program		
Environmental Standards			Communication Processes		
Work Program or look ahead plan			Competency and Training		

5.	Training Program	
5A	Attach orientation program for new hire employees? include a course outline. Does it include any of the following:	1

	Yes	No		Yes	No
General Rules & Regulations			Confined Space Entry		
Emergency Reporting			Trenching & Excavation		
Injury Reporting			Signs & Barricades		
Legislation			Dangerous Holes & Openings		

Contractor Safety Questionnaire

	Right to Refuse Work			Rigging & Cranes		
	Personal Protective Equipment			Mobile Vehicles		
	Emergency Procedures			Preventative Maintenance		
	Project Safety Committee			Hand & Power Tools		
	Housekeeping			Fire Prevention & Protection		
	Ladders & Scaffolds			Electrical Safety		
	Fall Arrest Standards			Compressed Gas Cylinders		
	Aerial Work Platforms			Weather Extremes		
5B	Submit a program for training newly hired or promoted supervisors? Tenderer must submit an outline for evaluation which include instruction on the following:					1
		Yes	No		Yes	No
	Employer Responsibilities			Safety Communication		
	Employee Responsibilities			First Aid/Medical Procedures		
	Due Diligence			New Worker Training		
	Safety Leadership			Environmental Requirements		
	Work Refusals			Hazard Assessment		
	Inspection Processes			Pre-Job Safety Instruction		
	Emergency Procedures			Drug & Alcohol Policy		
	Incident Investigation			Progressive Disciplinary Policy		
	Safe Work Procedures			Safe Work Practices		
	Safety Meetings			Notification Requirements		

6.	**Safety Activities**					
6A	Do you conduct safety inspections?	Yes	No	Weekly	Monthly	Quarterly
	Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution)					
	Who follows up on inspection action items?					
6B	Do you hold site safety meetings for field employees? If Yes, how often?	Yes	No	Daily	Weekly	Biweekly
6C	Do you hold site meetings where safety is addressed with management and field supervisors?	Yes	No	Weekly	Biweekly	Monthly

6D	Is pre-job safety instruction provided before to each new task?	Yes		No	
	Is the process documented?	Yes		No	
	Who leads the discussion?				
6E	Do you have a hazard assessment process?	Yes		No	
	Are hazard assessments documented?	Yes		No	
	If yes, how are hazard assessments communicated and implemented on each project?				

Contractor Safety Questionnaire

	Who is responsible for leading the hazard assessment process?					
6F	Submit your company policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?					
6G	How does your company measure its H&S success? Attach separate sheet to explain					
7.	**Safety Stewardship**					
7A	Are incident reports and report summaries sent to the following and how often?	Yes	No	Monthly	Quarterly	Annually
	Project/Site Manager					
	Vice President/Managing Director					
	Safety Director/Manager					
	President/Chief Executive Officer					
7B	How are incident records and summaries kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Incidents totalled for the entire company					
	Incidents totaled by project					
	Subtotaled by superintendent					
	Subtotaled by foreman					
7C	How are the costs of individual incidents kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Costs totaled for the entire company					
	Costs totaled by project					
	Subtotaled by superintendent					
	Subtotaled by foreman/general foreman					
7D	Does your company track non-injury incidents?	Yes	No	Monthly	Quarterly	Annually
	Near Miss					
	Property Damage					
	Fire					
	Security					
	Environmental					

8.	**Personnel**	
List key health and safety officers planned for this project. Attach resume (CV and qualification).		0.5

Name	Position / Title	Designation	
		Category	SACPCMP Number

9.	**References**	
List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program		
Name and Company	Address	Telephone Number

T2.2-08: Evaluation Schedule: Environmental Management

The Tenderer must review the following documents for context to meet the environmental requirements, namely:

a) Transnet Integrated Management System (TIMS) Policy Commitment Statement.
b) Minimum Environmental Standards for Construction: 009-TCC-CLO-SUS-GDL-11385.26
c) Standard Operating Procedure Construction Environmental Management: 009-TCC-CLO-SUS-11386
d) Contractor Environmental and Sustainable Specifications: TRN-IMS-GRP-GDL-014.4

1. The tenderer must provide a signed Environmental **Policy** based on International Organization for Standardization (ISO) that displays all key components of Top management's commitments namely:
    - Regulatory compliance and other requirements
    - Commitment to the protection of the environment including pollution prevention
    - Commitment to continual improvement of the EMS
    - Address the sustainable use of resources/ resource conservation; and
    - Is communicated to all employees working for or on behalf of the Contractor

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

2. The tenderer must provide a project specific Environmental Management Plan. This plan must be clear following:
    a. A description of the environmental impacts that need to be avoided, managed and mitigated, a of how those impacts will be avoided, managed and mitigated (impact management actions).
    b. The method and frequency of monitoring the implementation of the impact management
    c. A description of how the environmental incidents will be managed on site.
    d. An indication of the roles and responsibilities in the implementation of the impact management actions.
    e. Records to be kept
    f. How non-conformance/non-compliance will be dealt with.

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

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

T2.2-09: 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:

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

- Design, construction and/or installation of road traffic weighing systems.

The submissions of each similar project **need to include** the following in order to be evaluated:

1. **Reference Letter** and/or **Completion Certificate** shall have the following:
   a. Client's Company letterhead
   b. Client name and contact details
   c. Project description
   d. Year of project completion (Start & End Dates)
   e. Project duration
   f. Contract value
   g. Signed by the client

2. **Completed Previous Experience Questionnaire form** as provided in Annexure A of this document.

   Note to Tenderers: Submissions made without the above numbered items (No.1 and No. 2) will not be evaluated as part of the evaluation process.

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

Score	Previous Experience
0	Failed to provide required information or inadequate information is provided to determine a score.
20	Completed Previous Experience Questionnaire (Annexure A of this document) form and Reference Letter/Completion Certificate from previous client for: - 1 x comparable project of similar nature
40	Completed Previous Experience Questionnaire (Annexure A of this document) form and Reference Letter/Completion Certificate from previous client for: - 2 x comparable projects of similar nature
60	Completed Previous Experience Questionnaire (Annexure A of this document) form and Reference Letter/Completion Certificate from previous client for: - 3 x comparable projects of similar nature
80	Completed Previous Experience Questionnaire (Annexure A of this document) form and Reference Letter/Completion Certificate from previous client for: - 4 x comparable projects of similar nature
100	Completed Previous Experience Questionnaire (Annexure A of this document) form and Reference Letter/Completion Certificate from previous client for: - 5 x comparable projects of similar nature

Annexure A: Previous Experience Questionnaire

Tenderers must complete this form for each relevant project submitted as evidence of experience for the project to be assessed as part of this evaluation criteria.

*Please ensure the completed form is accompanied by the relevant Client Reference Letter and/or Completion Certificate.

A. GENERAL PROJECT INFORMATION

1. Project Title/Name: _____
2. Client Name (Entity): _____
3. Project Location (City, Country): _____
   Lattitude and Longitude GPS Coordinates: _____
4. Start Date: _____
   Completion Date: _____
5. Total Project Value (ZAR or Equivalent):
_____
6. Role of the Tenderer (tick):
   - ☐ Main Contractor
   - ☐ Subcontractor
   - ☐ Consortium Member
   - ☐ Technology/System Supplier Only
   - ☐ Other: _____

B. SYSTEM OPERATIONAL DETAILS

7. Type of Weighing System Installed (tick all that apply):
   - ☐ Weigh-In-Motion (WIM) – Free Flow
   - ☐ Weigh-In-Motion (WIM) – Stop-and-Go
   - ☐ Static Axle Weighing
   - ☐ Static Vehicle Weighing (weighbridge)
   - ☐ Other: _____

8. System Operating Conditions:
   Traffic Speed Range Supported (km/h): _____
   Stop Required for Measurement? ☐ Yes ☐ No

Traffic Type Handled (tick all that apply):
   - ☐ Light Vehicles
   - ☐ Heavy Vehicles (Trucks)
   - ☐ Combination Vehicles
   - ☐ Other: _____

9. Average Daily Traffic at Site (if known): _____

10. Environmental and Road Conditions (brief description):
_____
_____

C. TECHNOLOGIES USED IN THE SYSTEM

11. Weighing Sensor Technology (tick all used):
    - ☐ Bending Plate Sensors
    - ☐ Quartz Sensors
    - ☐ Strip Sensors
    - ☐ Load Cell Sensors
    - ☐ Other: _____
12. Traffic Monitoring & Detection Technology (tick all used):
    - ☐ Inductive Loops
    - ☐ Piezoelectric Sensors
    - ☐ Radar Sensors
    - ☐ Lidar Sensors
    - ☐ Infrared Sensors
    - ☐ Other: _____
13. Camera/Imaging Technology (tick all used):
    - ☐ Smart Cameras
    - ☐ ANPR (Automatic Number Plate Recognition)
    - ☐ Vehicle Classification Cameras
    - ☐ None
    - ☐ Other: _____

D. SYSTEM INTEGRATION AND OUTPUT

14. Data Integration Features (tick all that apply):
    - ☐ Real-time Data Transmission
    - ☐ Remote Monitoring Dashboard
    - ☐ Integration with Law Enforcement
    - ☐ Integration with Logistics/Freight Systems
    - ☐ Data Storage/Cloud Backup
    - ☐ Custom Analytics Tools
    - ☐ Other: _____
15. Calibration and Accuracy (if available):
    System Accuracy Levels:
    _____

Was the system independently verified/tested? ☐ Yes ☐ No If yes, by whom: _____

E. CONTACTABLE REFERENCE

16. Client Contact Person:

Name: _____
Designation: _____
Contact Email: _____
Contact Phone: _____

F. DECLARATION

I, the undersigned, certify that the above information is true and correct to the best of my knowledge and that supporting documentation is submitted as required.

Name of Person Completing Form: _____
Position in Company: _____
Date: _____
Signature: _____

T2.2-10: Evaluation Schedule: Method Statement

Note to tenderers:

Tenderers are required to submit a comprehensive **Method Statement** that clearly demonstrates their approach to **delivering the full scope of works**, from design to construction and commissioning, for the automated weighing system project.

To ensure uniformity and facilitate fair and objective evaluation, the Method Statement **must be structured into two distinct sections**:

SECTION A: DESIGN PHASE METHODOLOGY

This section must detail the tenderer's approach to system design across all engineering disciplines (Electrical, Mechanical, and Civil). The method statement must specify:

1. Review of Employer's design and identification of elements to be designed by the Contractor.
2. Design development process including milestone reviews, approval gates, and compliance with applicable standards and specifications.
3. Procedures for preparing and submitting workshop drawings and specifications.
4. Quality assurance procedures during the design phase.
5. Design tools, technologies, and software to be used.

Discipline-Specific Design Requirements:

- **Electrical Design** – Power supply planning, cable routing, SCADA architecture, protection systems.
- **Mechanical Design** – Load-bearing structures, weighing mechanisms, fabrication plans.
- **Civil/Structural Design** – Foundations, road surface alterations, cable trenches, and surface reinstatement.

SECTION B: CONSTRUCTION & INSTALLATION PHASE METHODOLOGY

This section must cover the contractor's complete approach to delivering the physical works, system installation, and final integration, including but not limited to:

1. Work sequencing and construction programme.
2. Site preparation, safety measures, and environmental controls.
3. Integration of mechanical, electrical and civil activities.
4. System testing and commissioning.

5. Procedures for NCRS certification, trining, and final handover.

Discipline-Specific Construction Requirements:

- **Electrical Works** – Installation of electronic systems, cable laying, SCADA setup, system integration with ICT infrastructure.
- **Mechanical Installation** – Installation and testing of weigh-in-motion system, FAT/SAT protocols, commissioning, trial operation, handover and maintenance planning.
- **Civil Works** – Execution of trenching, foundation casting, road saw cutting, and surface reinstatement.

PROJECT ORGANOGRAM

The method statement MUST include a project organogram. Failure to submit a project organogram with the method statement will result in a score of zero (0) for this section of the technical evaluation criteria.

Mandatory Formatting and Submission Instructions

To be eligible for evaluation, each Method Statement submission must:

a. Be clearly and logically structured under **Design Phase** and **Construction Phase** sections.
b. Include all items listed as **compulsory requirements** for each discipline.
c. Demonstrate a tailored approach to this specific project – **generic or irrelevant submissions will not be evaluated**.
d. Describe how the methodology supports achieving project timelines and addresses potential risks.
e. Identify responsible personnel and quality control procedures across all phases.
f. Provide details of applicable standards, procedures, and software tools to be used.
g. Be accompanied by any necessary diagrams, flowcharts, or Gantt charts where relevant.
h. Show innovation, responsiveness to possible site constraints, and adaptability to changes.

Important Notice

- **Non-conforming Method Statements** (i.e. those that do not explicitly address the listed compulsory components per discipline) **will be considered non-responsive** and will not be scored.
- Evaluation will be performed using a structured linear scale from **Score 0 to 100**, based on how many required elements are satisfactorily addressed, and the quality and specificity of the proposed approach.

Please note: Tenderers are required to provide detailed method statements for the categories as listed above. Each sub-category as listed will be scored based on the linear scale below, and will be averaged and weighed to provide a final score. Tenderers to note that they will not achieve an "acceptable" score should they not provide the information (notably the Project Organogram) as required in this Returnable.

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

Points (10) **DESIGN PHASE METHODOLOGY** This section must detail the tenderer's approach to system design across all engineering disciplines (Electrical, Mechanical, and Civil). The method statement must specify: 1. Review of Employer's design and identification of elements to be designed by the Contractor. 2. Design development process including milestone reviews, approval gates, and compliance with applicable standards and specifications. 3. Procedures for preparing and submitting drawings and specifications. 4. Quality assurance procedures during the design phase. 5. Design tools, technologies, and software to be used. **Discipline-Specific Design Requirements:** • **Electrical Design** – Power supply planning, cable routing, SCADA architecture, protection systems. • **Mechanical Design** – Load-bearing structures, weighing mechanisms, fabrication plans. • **Civil/Structural Design** – Foundations, road surface alterations, cable trenches, and reinstatement.	No method statement provided, or submission is generic and irrelevant to the scope. Less than two (2) of the compulsory design components are addressed. No evidence of design process, standards, or project-specific tailoring. No project organogram submitted with method statement.	**Score 0**
	Methodology is poorly presented and not tailored to project objectives. Only two (2) compulsory design components addressed in detail. No structured approach to QA, approvals, or integration between disciplines.	**Score 20**
	Methodology is partially tailored to project needs but lacks depth in addressing the critical design characteristics. Only three (3) compulsory components addressed in detail. Limited clarity on design sequencing, standards, or risk management.	**Score 40**
	Satisfactory and relevant methodology covering four (4) compulsory components in detail. Adequate evidence of design process, QA/QC, and project-specific standards. Some tailoring to the project site and objectives.	**Score 60**
	Comprehensive and well-structured methodology covering five (5) compulsory components. Approach is clearly tailored to the project objectives and sufficiently flexible to accommodate design changes. Detailed QA/QC, sequencing, and integration between disciplines.	**Score 80**
	Besides meeting the "80" criteria, the methodology approaches design in an innovative and efficient way, indicating outstanding knowledge of best practices. Submission addresses all five (5) compulsory components with exceptional detail, proposes improvements, and incorporates state-of-the-art tools, technologies, and value-adding solutions.	**Score 100**

Points(10) **CONSTRUCTION & INSTALLATION PHASE METHODOLOGY** This section must cover the contractor's complete approach to delivering the physical works, system installation, and final integration, including but not limited to: 1. Work sequencing and construction programme. 2. Site preparation, safety measures (traffic management), and environmental controls. 3. Integration of mechanical, electrical and civil activities. 4. System testing and commissioning. 5. Procedures for NCRS certification, training, and final handover. **Discipline-Specific Construction Requirements:** • **Electrical Works** – Installation of electronic systems, cable laying, SCADA setup, system integration with ICT infrastructure. • **Mechanical Installation** – Installation and testing of weigh-in-motion system, FAT/SAT protocols, commissioning, trial operation, handover and maintenance planning. • **Civil Works** – Execution of trenching, foundation casting, road saw cutting, and surface reinstatement.	No method statement provided, or submission is generic and irrelevant to the scope. Less than two (2) of the compulsory construction components are addressed. No construction sequence, QA/QC, or project-specific detail. No project organogram submitted with method statement.	**Score 0**
	Poorly presented methodology, not tailored to the project objectives. Only two (2) compulsory construction components addressed in detail. Lacks clear construction sequencing, risk mitigation, or integration of disciplines.	**Score 20**
	Methodology is partially tailored to project needs but lacks detail in execution. Only three (3) compulsory components addressed in detail. Limited clarity on QA/QC, commissioning, NCRS certification, or site safety controls.	**Score 40**
	Satisfactory and relevant methodology covering four (4) compulsory components in detail. Adequate evidence of construction sequencing, QA/QC, and risk mitigation. Shows some tailoring to site-specific constraints and project requirements.	**Score 60**
	Comprehensive and well-structured methodology covering five (5) compulsory components. Detailed sequencing of works, QA/QC, HSE controls, and integration between disciplines. Demonstrates readiness for NCRS certification, training, and handover.	**Score 80**
	Besides meeting the "80" criteria, the construction methodology is **innovative, efficient, and value-adding**, with clear measures to enhance quality, safety, and efficiency. Submission addresses **all five (5)** compulsory components with exceptional detail, demonstrates superior knowledge of advanced installation practices, and provides contingency planning for potential site challenges.	**Score 100**

General Returnable Schedules

T2.2-11: Authority to submit a Tender.

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

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

A. Certificate for Company

I,_ __ _ _ , chairperson of the board of directors of _, 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

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

The tenderer hereby confirms that the following communications were received from the *Employer* before the submission of this tender offer, amending the tender documents and have been taken all the Addenda into account in this tender offer:

	Date	**Title or Details of Addenda**
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

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

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

1.

2.

3.

4.

Name of Company/Members of Joint Venture:

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

T2.2-14: Risk Elements

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

If No Risks are identified "No Risks" must be stated on this schedule.
Tenderers are also to evaluate any risk/s stated by the *Employer* in Contract Data Part C1, and provide possible mitigation thereof.

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

T2.2-15: Availability of Equipment and Other Resources

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

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

T2.2-16: Schedule of Proposed Sub-contractors

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

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

Provide information of the Sub-contractor below:

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

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

						Townships	
	☐	☐	☐	☐	☐	☐	☐

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

T2.2-17: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

T2.2-17a: JOB-CREATION SCHEDULE

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%.

In order to give effect to these job creation objectives, Tenderers are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this tender.

Tenderers to note, that if successful, any deviations from the Job creation Schedule in the contract phase will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract. Please also note the applicable Z clauses in Contract Data by *Employer*.

(a) Please indicate total number of new jobs that will be created over the term of the contract:

Total number and value of new jobs created	**Total number of new jobs**	**Total rand value of new jobs created**

(b) The total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

	Total number of new jobs	**Total rand value of new jobs**
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		
Black People with Disabilities		

(c) The total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	Total number of Skilled jobs	**Total number of Semi-skilled jobs**	**Total number of Unskilled jobs**
Black men			
Black women			
Black Youth			

Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			
Other			

(d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract.

Year 1	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

T2.2-18: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any:_____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.
Section 8: The attached SBD6.1 must be completed for each tender and be attached as a requirement.

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

(a) Price;

(b) B-BBEE Status Level of 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:

DESCRIPTION	POINTS	
PRICE	80	90
B-BBEE Status Level of Contributor 1 or 2	8	4
EME or QSE 51% Black Owned	12	6
Non-Compliant and/or B-BBEE Level 3-8 contributors	0	0
Total points for Price and Specific Goals must not exceed	100	

1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.

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

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

2. DEFINITIONS

(a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) "**B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents

(h) **"Price"** includes all applicable taxes less all unconditional discounts.

(i) **"Proof of B-BBEE Status Level of Contributor"**

i) the B-BBBEE status level certificate issued by an authorised body or person;

ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or

iii) any other requirement prescribed in terms of the B-BBEE Act.

(j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

(l) **Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

4. 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	Acceptance Evidence
B-BBEE Status Level of Contributor 1 or 2	• B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
EME or QSE 51% Black Owned	• Audited Annual Financials • B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines

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

EME[1]	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 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 Contributor 1 or 2: = …… (maximum of 8 or 4 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.

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

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 certificates, 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. ……	SIGNATURE(S) OF BIDDERS(S)
	DATE: ……
2. ……	ADDRESS ……

T2.2-19: NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at 2nd Floor, Waterfall Business Estate, 9 Country Estate Drive, Midrand, 1662, South Africa

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 .....

T2.2-20: TENDER DECLARATION FORM

NAME OF COMPANY: _____

We _____do hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER: ADDRESS:

_____

_____

_____

Indicate nature of relationship with Transnet:

_____

_____

_____

_____

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

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

6. We accept that any dispute pertaining to this tender will be resolved through Transnet Supply Chain Management (SCM) Complaints and Allegations Office process and will be subject to the Terms of Reference of SCM Complaints and Allegations Office. Transnet Supply Chain SCM Complaints and Allegations Office process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).

7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of SCM Complaints and Allegations Office without having to follow a formal court process to have such award or decision set aside.

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

IMPORTANT NOTICE TO RESPONDENTS

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

T2.2-21: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

_____
_____
_____

DATE OF BREACH:
_____

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

Signed on this _____ day of _____ 20____

_____

SIGNATURE OF TENDER

T2.2-22: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

_____

1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.

2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any TENDER/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.

4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

   a) has been requested to submit a Tender in response to this Tender invitation;

   b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and

   c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer

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

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

   a) prices;

   b) geographical area where Services will be rendered [market allocation]

   c) methods, factors or formulas used to calculate prices;

   d) the intention or decision to submit or not to submit, a Tender;

   e) the submission of a Tender which does not meet the specifications and conditions of the TENDER; or

f) Tendering with the intention not winning the Tender.

7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this TENDER relates.

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

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

Signed on this _____ day of _____20___

_____

SIGNATURE OF TENDERER

T2.2-23 Service Provider Integrity Pact

Important Note: All potential tenderers must read this document and certify in the RFP Declaration Form 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 have arisen.

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

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are

based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

a) **Vexatious proceedings**: these are frivolous proceedings which have been instituted without proper grounds;

b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;

c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and

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

11 GENERAL

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

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

11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.

11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.

11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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

Signature .....

Date .....

T2.2-24: 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

T2.2-25: Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent PublicOfficials (FPPO)

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

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

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act,

2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal

information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.

Is the Respondent (Complete with a "Yes" or "No")					
A DPIP/FPPO		**Closely Related to a DPIP/FPPO**		**Closely Associated to a DPIP/FPPO**	

List all known business interests, in which a DPIP/FPPO may have a direct/indirect interestor significant participation or involvement.

No	**Name of Entity /Business**	**Role in the Entity / Business** (Nature o finterest/ Participation)	**Shareholding %**	**Registration Number**	**Status** (Mark the applicable option with an X)	
					Active	**Non-Active**
1						
2						
3						

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

2. SERVICE LEVELS

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

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

a) Random checks on compliance with quality/quantity/specifications

b) On-time delivery

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

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

Acceptance of Service Levels:

YES			**NO**	

T2.2-26: Insurance provided by the*Contractor*

Clause 81.1 in NEC3 ECC 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 81.1 of the PSC)	**Minimum amount stated in the Contract Data & Name of Insurance Company**	**Cover**	**Premium**
Liability of the *Constractor* for claims made against him arising out of his failure to use the skill and dare normally used by professionals providing services similar to the *services*	The amount stated in the Contract Data		
Liability for death of or bodily injury to a person (not an employee of the *Contractor*) or loss of or damage to property resulting from an action or failure to take action by the *Contractor*	The amount stated in the Contract Data for any one event		
Liability for death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract	The greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event		
(Other)			

T2.2-27: Form of Intent to Provide a Performance Guarantee

It is hereby agreed by the Tenderer that a Performance Guarantee drafted **exactly** as provided

in the tender documents will be provided by the Guarantor named below, which is a **bank or**

insurer registered in South Africa:

Name of Guarantor (Bank/Insurer) .....

Address .....

The Performance Guarantee shall be provided within **2** (**Two**) weeks after the Contract Date defined in the contract unless otherwise agreed to by the parties.

Signed .....

Name .....

Capacity .....

On behalf of (name of tenderer) .....

.....

Date .....

Confirmed by Guarantor's Authorised Representative

Signature(s) .....

Name (print) .....

Capacity .....

On behalf of Guarantor (Bank/insurer) .....

Date .....

T2.2-28: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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

T2.2-29 SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

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

Did your company previously operate under another name?	Yes		No	
If **YES** state the previous details below:				
Trading Name				
Registered Name				
Company Registration No Or ID No If a Sole Proprietor				

Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Your Current Company's VAT Registration Status	
VAT Registration Number	
If **Exempted from VAT registration,** state reason and submit proof from	

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

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

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

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

Does your company have a valid proof of B-BBEE status?					Yes		No		
Please indicate your Broad Based BEE status (Level 1 to 9)	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**
Majority Race of Ownership									

% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership	

% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans			

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

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

Supplier Development Information Required	
EMPOWERING SUPPLIER An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes. In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.	YES ○ NO ○
FIRST TIME SUPPLIER A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1st time.	YES ○ NO ○
SUPPLIER DEVELOPMENT PLAN Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).	YES ○ NO ○

DEVELOPMENT PLAN DOCUMENT Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.	YES ○ NO ○ *If Yes- Attach supporting documents
ENTERPRISE DEVELOPMENT BENEFICIARY A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES ○ NO ○
SUPPLIER DEVELOPMENT BENEFICIARY A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES ○ NO ○
GRADUATION FROM ED TO SD BENEFICIARY When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES ○ NO ○
ENTERPRISE DEVELOPMENT RECIPIENT A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	YES ○ NO ○

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

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature:

Designation:

Date:

Commissioner of Oaths

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

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

_____

Commissioner of Oaths

APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisationi- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;

	(b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % =_____%
- Black Unemployed % =_____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % =_____%

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

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

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

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

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

Deponent Signature .....

Date .....

_____

Commissioner of Oaths

Signature & stamp

APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

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

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % =_____%
- Black Unemployed % =_____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % =_____%

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less

- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

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

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

Deponent Signature .....

Date .....

_____

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

The Contract

Part C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

C1.1 FORM OF OFFER & ACCEPTANCE

Offer

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the:

APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF WEIGHING SYSTEMS IN THE PORT OF DURBAN FOR A PERIOD OF TWELVE (12) MONTHS

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

By the representative of the contractor deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the*Contractor* r offers to perform all of the obligations and liabilities of the NEC3 ECC*Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the*conditions of contract* identified in the Contract Data

The offered total of the Prices exclusive of VAT is	**R**
Value Added Tax @ 15% is	**R**
The offered total of the Prices inclusive of VAT is	**R**
In words	

This Offer may be accepted by the *Employer* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *NEC3 ECC Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s) ....

Name(s) ....

Capacity ....

for the tenderer: ....

(Insert name and address of organisation)

Name & signature of witness

Date

Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the *Contracor* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the
Contractor Offer shall form an agreement between the *Employer* and the *Contractor* 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 Services
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 and *conditions of contract* 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 *Contractor* receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

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

Signature(s) .....

Name(s) .....

Capacity .....

for the *Employer*: Transnet SOC (Ltd)
Transnet National Ports Authority
237 Mahatma Ghandhi Road
Durban, 4001

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		

By the duly authorised representatives signing this Schedule of Deviations below, the *Employer* and the Contractor 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	*(Insert name and address of organisation)*	Transnet SOC (Ltd) Transnet National Ports Authority 237 Mahatma Ghandhi Road,Durban, 4001
Name & signature of witness	.....	.....
Date	.....	.....

C1.2: Contract Data Part 1 and 2

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option	
		A: Priced contract with Activity Schedule
	dispute resolution Option	**W1: Dispute resolution procedure**
	and secondary Options	
		X2 Changes in the law
		X7: Delay damages
		X13: Performance Bond
		X16: Retention
		X18: Limitation of liability
		Z: *Additional conditions of contract*
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The *Employer* is:	**Transnet SOC Ltd (Registration No. 1990/000900/30)**
	Address	Registered address: **Transnet Corporate Centre** **96 Rissik Street** **Braamfontein** **Johannesburg** **2017**
	Having elected its Contractual Address for the purposes of this contract as:	**Transnet National Ports Authority** **Queens Warehouse** **237 Mahatma Gandhi Road** **Durban** **4001**

10.1	The *Project Manager* is	**TBA**
10.1	The *Supervisor is*	**TBA**
11.2(13)	The *works* are	**For the appointment of a Contractor for the Installation of Weighing Systems in the Port of Durban for a period of Twelve (12) Months**
11.2(14)	The following matters will be included in the Risk Register	**None**
11.2(15)	The *boundaries of the site* are	**As stated in Part C4.1."Description of the Site and it surroundings"**
11.2(16)	The Site Information is in	**Part C4**
11.2(19)	The Works Information is in	**Part C3**
12.2	The *law of the contract* is the law of	**the Republic of South Africa subject to the Jurisdiction of the Courts of South Africa.**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**Two (2) weeks**
2	**The *Contractor*'s main responsibilities**	**No additional data is required for this section of the *conditions of contract*.**
3	**Time**	
11.2(3)	The *completion date* for the whole of the *works* is	**31 October 2027**
30.1	The *access dates* are	**Part of the Site**
31.1	The *Contractor* is to submit a first programme for acceptance within	**Two (2) weeks of the Contract Date.**
31.2	The *starting date* is	**01 November 2026**
32.2	The *Contractor* submits revised programmes at intervals no longer than	**Four (4) weeks.**
4	**Testing and Defects**	
42.2	The *defects date* is	**Fifty- two (52)weeks after Completion of the whole of the *works*.**
43.2	The *defect correction period* is	**2 weeks**
5	**Payment**	

50.1	The *assessment interval* is monthly on the	**25th (twenty- fifth) day of each successive month.**
51.1	The *currency of this contract* is the	**South African Rand (ZAR).**
51.2	The period within which payments are made is	**Payment will be affected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.**
51.4	The *interest rate* is	**The prime lending rate of Rand Merchant Bank of South Africa**
6	**Compensation events**	
60.1(13)	The *weather measurements* to be recorded for each calendar month are,	**the cumulative rainfall (mm)** **the number of days with rainfall more than 10 mm** **the number of days with minimum air temperature less than 0 degrees Celsius** **the number of days with snow lying at 08:00 hours South African Time**
	The place where weather is to be recorded (on the Site) is:	**The *Contractor*'s Site establishment area**
	The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:	**Durban, KwaZulu Natal**
	and which are available from:	**South African Weather Service 012 367 6023 or info3@weathersa.co.za.**
7	**Title**	**No additional data is required for this section of the *conditions of contract*.**
8	**Risks and insurance**	
84.1	The *Employer* provides these insurances from the Insurance Table	
	1 Insurance against:	**Loss of or damage to the *works*, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.**

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

84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is	**The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.**
	The *Contractor* provides these additional Insurances	**1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected** **2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.** **3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor** **4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.**

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*

6 The level of insurance will be kept under review by the Employer, on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the *Contractor.*

The *Contractor* shall arrange insurance with reputable insurers and will produce to the Employer evidence of the existence of the policies on an annual basis within 30 [thirty] calendar days after date of policy renewals. If the Contractor fails to effect adequate insurance it shall notify the Employer in writing as soon as it becomes aware of the reduction or inadequate cover and the Employer may arrange or purchase such insurance. The Contractor shall promptly reimburse the Employer for any premiums paid provided such insurance protects the Employer's liability. The Employer assumes no responsibility for such insurance being adequate to protect all of the Contractor's liability.

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:	**As stated in the Principal Controlled Insurance policy for Contract work**
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 *Adjudicator* is	**Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the *Adjudicator*, the Chairman of the Association of Arbitrators will appoint an *Adjudicator.***
W1.2(3)	The *Adjudicator nominating body* is:	**The Chairman of the Association of Arbitrators (Southern Africa)**
	If no *Adjudicator nominating body* is entered, it is:	**the Association of Arbitrators (Southern Africa)**
W1.4(2)	The *tribunal* is:	**Arbitration**
W1.4(5)	The *arbitration procedure* is	**The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)**
	The place where arbitration is to be held is	**Durban, South Africa**

	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**The Chairman of the Association of Arbitrators (Southern Africa)**
X2	Changes in the law	**No additional data is required for this Option**
X2.1	The law of the project is	**The law of the project is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa**
X7	**Delay damages**	
X7.1	Delay damages for Completion of the whole of the *works* are	**R 1700 per day.**
X13	**Performance bond**	
X13.1	The amount of the performance bond is	**5% of the total of the Prices**
X16	**Retention**	
X16.1	The retention free amount is	**Nil**
	The retention percentage is	**10% on all payments certified.**
X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to:	**Nil**
X18.2	For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to:	**The deductible of the relevant insurance policy**
X18.3	The *Contractor's* liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	**The cost of correcting the Defect**

X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	**The Total of the Prices**
X18.5	The *end of liability date* is	**5 years after Completion of the whole of the *works***

Z	***Additional Conditions of contracts are***	
Z1	**Additional clause relating to Performance Bonds and/or Guarantees**	**The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the *Employer* by a financial institution reasonably acceptable to the *Employer.***
Z2	**Obligations in respect of Job Creation**	
Z2.1		**It will be a material term of this contract that the *Contractor* must contribute to the *Employer's* job-creation objectives .**
Z2.2		**The Contractor's undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.2-17a will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the Contractor has failed in full to meet this specific material term of the contract, which may constitute a reason for termination.**
Z2.3		**The Contractor shall provide to the *Employer,* on a monthly basis or upon receiving an instruction to do so by the Project Manager, any documentation and/ or evidence required by the *Employer,* which in the *Employer's* opinion would be necessary to verify whether the Contractor has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2-17a The Contractor shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.**

Z3 Additional clauses relating to Joint Venture

Z3.1 **Insert the additional core clause 27.5**

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

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

		• **Financial requirements for the Joint Venture:** **iv. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;** **v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**
Z3.2		**Insert additional core clause 27.6** **27.6. The *Contractor* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer.***
Z4	**Additional obligations in respect of Termination**	
Z4.1		**The following will be included under core clause 91.1:** **In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and** **Under the second main bullet, insert the following additional bullets after the last sub-bullet:** • **commenced business rescue proceedings (R22)** • **repudiated this Contract (R23)**
Z4.2	**Termination Table**	**The following will be included under core clause 90.2 Termination Table as follows:** **Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"**
Z4.3		**Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."**

Z5	**Right Reserved by the *Employer* to Conduct Vetting through SSA**	
Z5.1		**The *Employer* reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any *Contractor* who has access to National Key Points for the following without limitations:** **1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.** **2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.** **3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.**
Z6	**Additional Clause Relating to Collusion in the Construction Industry**	
Z6.1		**The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.**
Z7	**Protection of Personal Information Act**	
Z7.1		**The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.**

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
A	**Priced contract with activity schedule**			
11.2(20)	The *activity schedule* is in			
11.2(30)	The tendered total of the Prices is	**(in figures)** **(in words), excluding VAT**		
A	**Priced contract with activity schedule**	**Data for the Shorter Schedule of Cost Components**		
41 in SSCC	The percentage for people overheads is:	**%**		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	**%** (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	**Equipment**	**Size or capacity**	**Rate**
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	**Category of employee**	**Hourly rate**	

62 in SSCC	The percentage for design overheads is	**%**	
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		

Forms of Security

C1.3 Forms of Securities

Pro forma Performance Guarantee

For use with the NEC3 Professional Services Contract - June 2005 (with amendments June 2006 and April 2013)

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

Option X13: Performance bond

The pro forma document for this Guarantee is provided here for convenience but is to be treated as part of the *Scope of Services*.

The organisation providing the Guarantee does so by copying the pro forma document onto its letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

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

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

Pro-forma Performance Bond (for use with Option X13)
(to be reproduced exactly as shown below on the letterhead of the Surety)

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

Date:

Dear Sirs,

Performance Bond for Contract No. TNPA/2026/07/0002/114619/RFP

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

Transnet SOC Limited, Registration No. 1990/000900/30 (the *Employer*) and

{Insert registered name and address of the *C*ontractor (the *Contractor*, for

{Insert details of the *services* from the Contract Data} (the *works*).

I/We the undersigned .....

on behalf of the Guarantor .....

of physical address .....

.....

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

1. The terms *Employer*, *Contractor Employer's* Agent, *services* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.

2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.

3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor

shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.

4. This bond will lapse on the earlier of

- the date that the Guarantor receives a notice from the *Employer's Agent* stating that the Completion Certificate for the whole of the *services* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or

- the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Employer's Agent*.

5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Employer's Agent*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.

6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Employer's Agent* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.

7. Our total liability hereunder shall not exceed the sum of:

(say) _____

R _____

8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed at _____ on this _____ day of _____ 2026

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

Part C2: Pricing Data

PART 2: PRICING DATA

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

C2.1 Pricing Instructions: Option A

1. The *conditions of contract*

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

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

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

1.2. Measurement and Payment

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

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

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

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

1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.

1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.

1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.

1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

C2.2 Activity Schedule

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

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

Activity No		Description	Unit	Qty	Rate	Amount
1	**SECTION 1: PRELIMINARIES AND GENERAL**					
		PREAMBLES				
		Fixed preliminaries items will be valuated and paid on a proven cost basis.				
1		FIXED PRELIMINARY ITEMS				
1.1		Contractual requirements, sureties, insurance, etc.	Sum	1		
1.2		Offices & storage sheds	Sum	1		
1.3		Ablution & latrine facilities	Sum	1		
1.4		Tools & equipment	Sum	1		
1.5		Access	Sum	1		
1.6		Plant	Sum	1		
1.7		Health and safety	Sum	1		
1.8		Environmental	Sum	1		
1.9		Setting out	Sum	1		
1.10		Security	Sum	1		

Activity No		Description	Unit	Qty	Rate	Amount
1.11		Time-related obligations (meetings, site visits etc.)	Sum	1		
		Sub-Total Section 1				
2	**Design, Supply, Installation and Commissioning of Truck Monitoring System**					
2.1		Undertake site investigation, services investigation (Surveys, GPR, etc.) for TMS site (Refer ECC Part C3)	Sum	1		
2.2		Preliminary design report to be approved by *Employer* (Refer ECC Part C3)	Sum	1		
2.3		Final design report, including as-built drawings, approvals and all relevant documentation: submitted for approval by the *Employer* (Refer ECC Part C3)	Sum	1		
2.4		Supply, Install and Commissioning of the TMS system according to the accepted Design (Refer ECC Part C3)	Sum	1		
2.5		Training, Operating and Maintenance manuals, and Handover of system (Refer ECC Part C3)	Sum	1		
2.6		Project Close-Out	Sum	1		
2.7		Budgetary allowance of R 150 000,00 for civil related work tie-ins as per Project Manager instruction	Prov Sum	1		
2.8		Budgetary allowance of R 150 000,00 for ICT related work tie-ins as per Project Manager instruction	Prov Sum	1		
		Sub-Total Section 2				
Total Price to be carried over to the Form of Offer & Acceptance						

Part C3: The Scope

PART C3: THE SCOPE

Document reference	Title	No of page
	This cover page	1
C3.1	*Employer's* Works Information	53
	Total number of pages	**54**

C3.1 *EMPLOYER'S* WORKS INFORMATION

Contents

PART C3: SCOPE OF WORK 1
SECTION 1 5
1 Description of the *works* 5
1.1 Executive overview 5
1.2 *Employer's* objectives 5
1.3 Interpretation and terminology 7
2 Engineering and the *Contractor's* design 9
2.1 *Employer's* design 9
2.2 Parts of the *works* which the *Contractor* is to design 9
2.3 Professional Services Deliverables 9
2.4 Procedure for submission and acceptance of *Contractor's* design 11
2.5 Review and Acceptance of *Contractor* Documentation 11
2.6 Other requirements of the *Contractor's* design 11
2.7 Use of *Contractor's* design 12
2.8 Equipment required to be included in the *works* 12
2.9 As-built drawings, operating manuals and maintenance schedules 13
3 Construction 13
3.1 Temporary *works*, Site services & construction constraints 13
3.2 Health and safety facilities on Site 14
3.3 Title to Materials from demolition and excavation 15
3.4 Cooperating with and obtaining acceptance of others 15
3.5 Publicity and progress photographs 15
3.6 *Contractor*'s Equipment 15
3.7 Equipment provided by the *Employer* 15
3.8 Site services and facilities: 15
3.9 The *Employer* provides the following facilities for the *Contractor*: 16
3.10 Facilities provided by the *Contractor:* 16

3.11 Existing premises, inspection of adjoining properties and checking work of Others 17

3.12 Underground services, other existing services, cable and pipe trenches and covers 17

3.13 Control of noise, dust, water and waste 18

3.14 Completion, testing, commissioning and correction of Defects 18

3.15 Testing and Commissioning 19

3.16 Take over procedures 22

4 Plant and Materials Standards and Workmanship 25

4.1 General Requirements 25

4.2 Civil and Structural Works 25

4.3 Electrical and Electronic Works 25

4.4 ICT and System Integration 25

4.5 Weigh-in-Motion (WIM) and Vehicle Monitoring Technology 26

4.6 Certification and Approvals 26

4.7 Workmanship 26

4.8 Investigation, Survey and Site Clearance 26

4.9 Building works 27

4.10 Civil Engineering and Structural Works 28

4.11 Electrical & mechanical engineering works 29

5 List Of Drawings 29

5.1 Drawings issued by the *Employer* 29

SECTION 2 30

6 Management and start up 30

6.1 Management meetings 30

6.2 Documentation Control 31

6.3 Safety risk management 32

6.4 Environmental constraints and management 33

6.5 Quality assurance requirements 37

6.6 Programming constraints 41

6.7 *Contractor*'s management, supervision and key people 42

6.8 Training workshops and technology transfer 43

6.9 Insurance provided by the Employer 44

6.10 Contract change management 44

6.11 Code of Conduct 44

6.12 Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices 44

6.13 Conflicts of Interest 45

6.14 Provision of bonds and guarantees 46

6.15 Records of Defined Cost, payments & assessments of compensation events kept by *Contractor* 46

6.16 The *Contractor's* Invoices 46

6.17 People 47

6.18 Subcontracting 49

6.19 Plant and Materials 49

6.20 Tests and inspections before delivery 52

6.21 Marking Plant and Materials outside the Working Areas 52

6.22 *Contractor's* Equipment (including temporary *works*). 53

6.23 Preparation of post Completion contracts 53

ANNEXURE A – TECHNICAL SPECIFICATION 55

SECTION 1

1 Description of the *works*

1.1 Executive overview

This project is focused on the development and deployment of an automated vehicle monitoring solution at the Quayside Road Gate, a primary entrance to the Port of Durban, KwaZulu-Natal**.** The aim is to improve the port's capability to manage, monitor, and regulate truck traffic through the implementation of a system that captures critical operational data in real time, supports compliance with access protocols, and enhances overall logistics efficiency.

The appointed service provider will be responsible for delivering the project from concept to completion. This includes the planning and design of the system in accordance with predefined performance and operational criteria, followed by the physical installation, system integration, and commissioning on site.

The design phase will incorporate site investigations and system specifications tailored to the operational context of the port.

Once approved, the service provider will undertake full implementation, including the deployment of required resources, coordination of necessary statutory approvals and certifications, and adherence to health, safety, and environmental standards throughout execution.

The final phase of the project includes comprehensive testing, system calibration, and operational readiness verification, followed by the training of designated personnel and the formal handover of the fully functioning system along with all supporting documentation.

This project represents a critical step in modernising port operations by leveraging smart infrastructure to support real-time data collection, reduce bottlenecks, enforce compliance, and extend the lifespan of transport infrastructure.

1.2 *Employer's* objectives

The Employer's objective is to establish a state-of-the-art Truck Monitoring System (TMS) at the Port of Durban's Quayside Road entrance to enhance operational oversight, enforce compliance, and protect critical infrastructure. By integrating advanced weigh-in-motion technology with automated data capture, the TMS will deliver real-time insights into vehicle movements and cargo loads. This capability will not only streamline traffic management and reporting but also provide a scalable platform for future enhancements, ensuring that port operations remain efficient, transparent, and resilient.

1. Comprehensive System Design
   Engage a Professional Services Provider to develop a turnkey design for the Truck Monitoring System (TMS), encompassing:
   - Site survey and infrastructure assessment
   - Selection and specification of weigh-in-motion (WIM) sensors and ancillary equipment and components
   - Detailed construction, installation, and integration drawings
   - Documentation of data-management protocols, operating procedures, and maintenance requirements

2. Seamless Installation & Commissioning
   Deliver a fully operational TMS by:
   - Mobilising qualified personnel, equipment, and materials
   - Coordinating all statutory approvals, certifications, and compliance signoffs
   - Integrating hardware and software components and performing system calibration
   - Executing rigorous testing to verify performance against defined criteria and requirements

3. Training & Formal Handover
   Ensure the Port's team can operate and sustain the TMS by:
   - Providing comprehensive user training tailored to operational and maintenance staff
   - Supplying a complete handover package, including as-built drawings, user manuals, and certification documents
   - Conducting a formal acceptance process to confirm the system meets all requirements

4. Data Accessibility & Future-Proofing
   Establish a robust data framework that:
   - Grants the project team unrestricted access to real-time and historical vehicle data
   - Supports ongoing monitoring, reporting, and analytics
   - Lays the groundwork for future system enhancements and scalability

5. Key Data Captured per Vehicle
   At minimum, the TMS must record:
   - License Plate Number (via ANPR cameras)
   - Axle Weights (through WIM sensors)
   - Gross Vehicle Weight (GVW)
   - Truck Speed (0–60 km/h range)
   - Cargo Volume/Load/Type Information
   - Date & Time Stamp of each transaction
   - Vehicle Type & Configuration (axle arrangement)
   - Environmental Conditions (e.g., temperature, precipitation)
   - Compliance & Certification Status (legal-metrology validation)

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
ANPR	Automatic Number Plate Recognition
BBBEE	Broad Based Black Economic Empowerment
CD	Compact Disc
CDR	*Contractor* Documentation Register
CDS	*Contractor* Documentation Schedule
CEMP	Construction Environmental Management Plan
CIRP	*Contractor*'s Industrial Relations Practitioner
CM	Construction Manager
COC	Certificate of Compliance
CRL	*Contractor* Review Label
CSHEO	*Contractor*'s Safety, Health and Environmental Officer
DGN	Design file format
DTI	Department of Trade and Industry
DWG	Drawings
EDMS	Electronic Document Management System
EO	Environmental Officer
HAW	Hazard Assessment Workshop
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
INC	Independent Notified/Inspection Company
IP	Industrial Participation
IPO	Industrial Participation Obligation
IPP	Industrial Participation Policy
IPS	Industrial Participation Secretariat
IR	Industrial Relations
IRCC	Industrial Relations Co-ordinating Committee
ITS	Intelligent Transport System
JSA	Job Safety Analysis
Native	Original electronic file format of documentation
NCRS	National Regulator for Compulsory Specification
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PoE	*Power over Ethernet*
PPE	personnel protective equipment
PR	Professionally Registered

ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
QA	Quality Assurance
R&D	Research and Development
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee
TFR	Transnet Freight Rail
TMS	Truck Monitoring System
WIM	Weigh In Motion

2 Engineering and the *Contractor's* design

2.1 *Employer's* design

No design has been done for the project by the *Employer.*

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

The Contractor will deliver a fully engineered Truck Monitoring System (TMS), seamlessly integrating hardware, software, and communications while strictly adhering to all relevant codes, standards, and regulations. As the appointed Services Provider, the *Contractor* must perform all necessary engineering analyses and design activities to meet the project requirements. Furthermore, the *Contractor* is responsible for securing and allocating the personnel, equipment, and technical resources needed to execute every phase of the work. The *Contractor* must design the TMS in line with the technical specifications contained in Annexure A of this document, as well as any and all applicable acts, codes, standards and regulations.

2.2.2 System Components

At minimum, the design must cover:

- **Weigh-in-Motion (WIM) Technology**
- **Automatic Number Plate Recognition (ANPR) Cameras**
- **User Interface Computer and Systems**
- **Communication & Control Infrastructure**

2.2.3 Design Standards & Compliance

All design work must adhere to relevant codes, guidelines, and certification requirements, including but not limited to:

- Pavement and structural design standards
- ICT software architecture and security protocols
- Legal metrology and equipment certification (e.g., Certificates of Compliance, NRCS approvals)
- Professional engineering sign-off

2.3 Professional Services Deliverables

2.3.1 TMS Design

Deliverables shall include at minimum:

1. **Site Investigations** – Surveys, underground service detection, environmental, geotechnical inputs.
2. **Technical Specifications** – Detailed descriptions of hardware, software, and network requirements.
3. **Maintenance & Operations Guidelines** – Service schedules, spare-parts lists, and operational procedures.
4. **Construction & Layout Drawings** – Plans, elevations, and schematics for civil, mechanical, and electrical works.

5. **Supporting Documentation** – Data books, user manuals, care-and-handling instructions.

All design materials, including 3D rendered views and architectural visualisations of the preferred TMS system option, must be compiled into a comprehensive design report for review and formal approval by the *Employer* or the *Employer's Agent*.

The **final design report and associated TMS drawings (construction, electrical, mechanical)** must be signed off by the relevant professional's part of the *Contractor's* key personal responsible for the execution of the project.

2.3.2 Installation, Commissioning & Handover

The *Contractor* shall:

- Mobilise qualified personnel, equipment, and materials for construction and installation of the TMS.
- Coordinate and secure all statutory approvals and certifications (e.g., COC, NRCS)
- Implement health, safety, and environmental management plans during execution
- Complete system integration, calibration, and performance verification
- Provide professional sign-off certificates upon satisfactory commissioning
- Deliver end-user training and a full handover package, including as-built drawings, manuals, and compliance documentation.

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

2.3.3 Other Requirements of the *Professional Services Provider's* Design

1. In addition to the specifications, the Project will comply with the following relevant Acts and Regulations as listed below:
   - Occupational Health and Safety Act 85 of 1993;
   - The S.A. National Building Regulations and Building Standards Act. (Act 103 of 1977);
   - South African National Standards and Codes of Practice;
   - The local, provincial or S.A. Government laws in force at the time;
   - Any other Regulations or Standards that the *Professional Services Provider* deems necessary for the Project;
   - Acts of the relevant professional bodies (SACAP, ECSA, SACQSP).
2. The SI ("Le Systeme International d' Unites") – Metric System of Units shall apply. Refer to SANS – M33A: The International Metric System: Guide to the use of the SI in South Africa.

3. The specifications given above are to be used as a guideline and it is the responsibility of the *Contractor* to ensure compliance with all applicable regulations, statutory requirements and national/international codes, standards and specifications.

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

2.4.1 The review period is a minimum of two (2) weeks from the date of receipt of the *Contractor*'s design pack, this period can be extended provided both parties "*Contractor* and Project Manager" agree in writing to extend.

2.4.2 The Project Manager will provide written comments on the *Contractor*'s designs for the *Contractor* to clarify or note, the *Contractor* will either incorporate the comments or clarify issues raised and assure the Project Manager that the design addresses all issues raised.

2.4.3 Once the review and comments process is finalized, the Project Manager will sign off for the acceptance of the *Contractor*'s design, drawings and specifications. NB: It shall be noted that the sign off for acceptance does not relieve the *Contractor* of his responsibility and accountability for his own design.

2.4.4 Documentation Submission In undertaking the 'Works' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements stipulated in section 6.

2.5 Review and Acceptance of *Contractor* Documentation

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

2.5.2 In undertaking the '*Works*' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the as stipulated in section 6.

2.6 Other requirements of the *Contractor's* design

2.6.1 The *Contractor*'s design complies with the following applicable Codes and Standards:

Truck Monitoring System

- Legal Metrology Act (Act No. 9 of 2014)
- Any relevant Act or Standard that is applicable to vehicle monitoring systems within the Republic of South Africa (i.e. TMH series, OIML R134, ASTM E1318, COST 323, etc.)

Civil & Structural Works

- SANS 1200 series — Standardised specifications for civil engineering construction (e.g. earthworks, concrete, pavements, drainage)
- SANS 10160 series

Electrical Installations & ICT

- SANS 10142-1:2017 — Code of practice for the wiring of premises
- ISO/IEC 27001:2022 — Information security management systems

Legal Metrology & Certification

- NRCS — Certification and Type Approval of all weighing equipment under the National Regulator for Compulsory Specifications

Environmental & Safety

- OHS Act — "Occupational Health and Safety Act, No. 85 of 1993" and associated regulations
- National Environmental Management Act, No. 107 of 1998

Transnet-Specific Plant & Materials Compatibility

Equipment Interoperability

- WIM sensors, ANPR cameras, controllers, cabling, and mounting hardware must be compatible with adjacent Transnet technologies at the Port of Durban to ensure uniform maintenance and spare-parts interchangeability.

Infrastructure Integration

- Cable routes, conduits, foundations, and pits must match the specifications used in neighbouring works to preserve existing pavement and utility layouts.

Software & Protocols

- All communications and data-management software must integrate seamlessly with Transnet's current ICT platform and comply with ISO/IEC 27001 security controls.

Third-Party Approvals

Before issuing procurement orders or commencing construction, the *Contractor* must obtain and submit to the *Project Manager*:

- Employer's Agent

  Formal written approval of the final design package.
- National Regulator for Compulsory Specifications (NRCS)

  Type Approval and Certificates of Conformance for all weighing and measurement devices.
- Local Municipality / Road Authority

  Permits for any civil works affecting public roads, storm-water systems, or services.
- Electrical Utility

  Approval for any new or modified connections to the Port's power network.

Copies of all third-party approvals and permits must accompany each formal design submission and be provided to the *Project Manager* in parallel.

2.7 Use of *Contractor's* design

2.7.1 The *Contractor* grants the *Employer* a licence to use the copyright in all design data presented to the *Employer* in relation to the *works* for any purpose in connection with the construction, re-construction, refurbishment, repair, maintenance and extension of the *works* with such licence being capable of transfer to any third party without the consent of the *Contractor*.

2.7.2 The *Contractor* vests in the *Employer* full title guarantee in the intellectual property and copyright in the design data created in relation to the *works.*

2.8 Equipment required to be included in the *works*

2.8.1 The *Contractor* must submit a list of equipment to be used for the *works* of the project to the *Employer* for acceptance.

2.9 As-built drawings, operating manuals and maintenance schedules

2.9.1 The *Contractor* shall be required to submit three final copies of each as-built drawings and specifications for the TMS to be installed. The as-built drawings must be signed off by relevant professionals where required.

2.9.2 The *Contractor* shall be required to submit three copies of the final design report and associated documents. The three copies must be submitted in an A4 hard covered, red, grease and waterproof binder, using ring 2 type binders. The reports are to be well indexed, user friendly and include a Table of Contents.

2.9.3 Drawings and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.

2.9.4 The *Contractor* shall be required to submit three copies of any training, operation or maintenance manuals and associated documents, where required for complete handover of the project to the *Employer*. The three copies must be submitted in an A4 hard covered, red, grease and waterproof binder, using ring 2 type binders. The reports and documents are to be well indexed, user friendly and include a Table of Contents.

2.9.5 In undertaking the *works* (including all incidental services required), the *Contractor* shall conform and adhere to the requirements as stipulated in section 6.2.

3 Construction

3.1 Temporary *works*, Site services & construction constraints

3.1.1 Design team, site entry and security control, permits, and Site regulation

3.1.2 The *Contractor* complies with the Employer's Site entry and security control, permits and Site regulations. The *Contractor* bears all costs incurred in providing *Contractor's* personnel with ID cards and access permits to the site.

3.1.3 Restriction to access on Site, roads, walkways and barricades:

1. The *Contractor* is specifically excluded from entering the Employer's Operational Areas which are adjacent to the Site and Working Areas. The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the Employer's operations.
2. The *Contractor* ensures safe passage of his team, to traffic and around the site working areas at all times, which includes providing flagmen.
3. The *Contractor* ensures that any of his staff, labour and Equipment moving outside of his allocated Site and Working Areas does not obstruct the operations of the rail line. To this end, access routes are allocated and coordinated by the Employer's Agent.
4. The *Contractor* to ensures that all his construction staff, labour, and Equipment remains within his allocated and fenced off construction area.
5. All *Contractor's* staff and labour working within Railway boundary complies with Transnet Freight Rail (TFR) operational safety requirements and are equipped with all necessary personnel protective equipment (PPE).

3.1.4 The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

3.1.5 The *Contractor* complies with the following entry and exit permissions and restrictions for personnel at the Site requirements of the *Employer*:

- The *Contractor* ensures that all his construction staff, labour, and Equipment remains within his allocated and fenced off construction area.

- Prior to bringing Equipment to site the *Contractor* will be required to notify the Project Manager as per the NEC 3 communication procedures and provide details of the Equipment to be brought to site and obtain approval from the Project Manager, the *Contractor* can only bring equipment once the Project Manager issues approval in writing.
- All *Contractor*'s staff and labour complies with the Employers (TNPA) operational safety requirements and are equipped with all necessary PPE, high visibility apparel and, when working within two meters of the quay wall, floating apparel.

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

- The *Contractor's* personnel and Sub-*Contractor's* on site are restricted from accessing areas outside the approved Working Area.
- The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Sub-*Contractor*s) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- The *Contractor* complies with the following hours of work for his people including Sub-*Contractor*s employed on the Site:
  - Monday to Friday: 07:00am to 17:00pm
  - Saturday's: 07:00am to 14:00pm

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

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

3.2 Health and safety facilities on Site

3.2.1 All health and safety matters associated with the *works* shall be dealt with in accordance with Occupational Health & Safety Act, 1993 (Act No. 85 of 1993) and the Transnet National Ports Authority Health and Safety Specifications contained in **Annexure - B** to this Works Information.

3.2.2 The *Contractor* shall prepare, implement and administer the *Contractor's* Health and Safety Management Plan (CHSMP). The Health and Safety Management Plan must provide a systematic method of managing hazards and implementing control measures.

3.2.3 The *Contractor* must prepare and submit the occupational health & safety file to the *Project Manager* for acceptance. The *Project Manager* will then submit the occupational health & safety to the TNPA Legal & Compliance Department for approval before the commencement of the *works*.

3.2.4 Further to clause 3.2.3, pre-employment medical examinations as well as exit medicals will be required and must further include for chest X-rays. These medical examinations must be carried out by a registered Occupational Health practitioner. All costs associated will be for the *Contractor's* account.

3.2.5 The *Contractor* ensures that its Sub-*Contractor*s comply with the requirements of the Occupational Health & Safety Act, 1993 (Act No. 85 of 1993).

3.2.6 The *Contractor* performs the *works* and all construction activities within the Site and Working Areas in accordance with the CHSMP.

3.2.7 The *Contractor* complies with the CEMP, SES and PES in the construction of the *works*, and the *Contractor* complies with the CEMP, SES and PES.

3.2.8 The *Contractor* complies with the requirements stated under paragraph 2.3 of C3.1 *Employer*'s Works Information.

3.3 Title to Materials from demolition and excavation

3.3.1 The *Contractor* has no title to all materials arising from dismantling and demolition in the performance of the works with title to such materials remaining with the Employer. The *Project Manager* shall instruct the *Contractor* how to label, mark, set aside and/ or dispose of such materials for the benefit of the Employer in accordance with ECC3 Clause 73.1.

3.3.2 With title to such Materials (as referenced above) remaining with the *Employer*. The *Project Manager* shall instruct the *Contractor* how to label, mark, set aside and/ or dispose of such Materials for the benefit of the *Employer* in accordance with ECC Clause 73.1.

3.4 Cooperating with and obtaining acceptance of others

3.4.1 The *Contractor* performs the *works* and co-operates with Others, of whom the *Contractor* is to be notified once appointed by the *Employer*, who operates on Site during the entire duration of the Contract period.

3.5 Publicity and progress photographs

3.5.1 The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager.*

3.5.2 The *Contractor* obtains the permission and approval of the *Project Manager* before erecting any notice boards or using the details of the contract in any advertising media.

3.5.3 The *Contractor* provides a complete digital photographic record of the progress of the construction of the works to the *Project Manager*, monthly as part of the *Contractor*'s monthly programme narrative report. The digital photographic equipment used shall be intrinsically safe, where applicable.

3.6 *Contractor*'s Equipment

3.6.1 The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the Project Manager at all reasonable times.

3.6.2 All Equipment used by the *Contractor* on site shall be properly maintained and operated. All vehicles on public roads shall be roadworthy, with the necessary licences and safety requirements. A checklist/register shall be implemented which lists the operators' qualifications and medical records.

3.6.3 The *Contractor* complies with the following:

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

3.7 Equipment provided by the *Employer*

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

3.8 Site services and facilities:

3.8.1 The *Contractor*'s site establishment area(s) is to be within the *Contractor*'s boundary of the area that will be confirmed with the successful *Contractor* after award and shall be clearly sign posted and be compliant with the relevant safety regulations and restrictions that might be in place until the *Contractor* has de-established from site. The site establishment layout must be approved by the *Project Manager.*

3.8.2 The *Contractor* shall ensure that the area used has a suitable continuous security fence and the necessary access gates. All preparation and fencing, etc. shall be done by the *Contractor* and shall be for his account, this includes clearing away and leaving clean and clear at completion.

3.8.3 The *Contractor* shall provide, maintain and remove lockable portable chemical type toilets. An area will be made available within the *Contractor*'s Working Areas.

3.9 The *Employer* provides the following facilities for the *Contractor*:

3.9.1 For the duration of the Contract, the Employer will provide with an area, not free of charge, for the *Contractor* to establish his offices, lay down areas, stores, workshops, and other *Contractor*'s Equipment. The costs of the area is for the *Contractor*'s account.

3.9.2 The *Contractor* ensures that this site establishment area is compliant with the relevant safety regulations and restrictions, is clearly sign posted, and has a suitable security fence, lighting and the necessary access control gates.

3.9.3 The *Employer* provides connection points for services such as water, power etc. The *Contractor* is responsible for his own connection to the Employer's services AND for the reticulation of his services from the connection point. The cost of meters, connections, reticulation and all other usage costs associated with the provision of services are for the *Contractor*'s account.

3.9.4 Wherever the Employer provides facilities (including, inter alia, temporary power, water, waste disposal, telecommunications etc.) for the *Contractor*'s use within the Working Areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the Employer and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the Employer.

3.10 Facilities provided by the *Contractor:*

3.10.1 The *Contractor* ensures that the site establishment area is compliant with the relevant safety regulations and restrictions, is clearly sign posted, and has a suitable security fence, lighting and the necessary access control gates.

3.10.2 All costs for preparation of the site establishment area are for the *Contractor*'s account.

3.10.3 The *Contractor* submits details of the layout of his site establishment to the Project Manager for his acceptance.

3.10.4 The *Contractor* provides, at his cost, for his staff and that of the *Employer*, a sufficient number of toilets and maintains them in a clean and sanitary working condition.

3.10.5 The *Contractor* provides temporary lighting and fencing around every section occupied by him during the phased construction of the works.

3.10.6 Such fencing demarcates and secures the construction area. The fencing is erected before any work starts and is removed only upon completion of the work in that area.

3.10.7 The *Contractor* is responsible for all costs for such lighting and fencing, including access control into and out of these restricted areas.

3.10.8 Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of Equipment, involving, inter alia, offices,

accommodation, laboratories, materials storage, compound areas, etc., within the Working Areas, then the Contractor makes good and provides full reinstatement to the land (including all apparatus of the Employer and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.

3.10.9 Upon completion, and within one month of the date of acceptance of the works, the *Contractor* completely removes from the Site and Working Areas all his Equipment, including the foundations of any structures, stores, office accommodation or any other asset belonging to him, and leaves the Site and Working Areas in a tidy condition to the satisfaction of the *Project Manager*.

3.10.10 No excess or discarded materials or equipment may be buried or dumped within the port boundary.

3.10.11 The *Employer* does not provide any security for the Site and Working Areas. The Contractor provides same and indemnifies and holds indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of Site and Working Area security.

3.10.12 No housing is available for the Contractor's employees. The Contractor makes his own arrangements to house his employees and transports them to site in a closed vehicle specifically designed for passenger transport (bus or similar) accepted by the Project Manager.

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

3.10.14 Unless expressly stated as a responsibility of the *Employer*, all residual requirements for the provision of facilities and all items of Equipment necessary for the Contractor to Provide the Works remains the responsibility of the *Contractor*

3.11 Existing premises, inspection of adjoining properties and checking work of Others

3.11.1 The Contractor will be held responsible for any damage to existing structures and surfacing caused by the Contractor during the execution of the contract; fair wear and tear excluded, and shall repair it to the satisfaction of the Supervisor on conclusion of the works. For this purpose, a joint inspection with the Supervisor will be carried out prior to occupation of the site(s) and any existing damage noted.

3.12 Underground services, other existing services, cable and pipe trenches and covers

3.12.1 There will be excavations undertaken on this project which might affect underground services, as a guide the *Project Manager* will provide the *Contractor* with copies of drawing(s) showing various known existing underground services for his information. It is however possible that there are other existing services, which are not reflected, and which may affect the works, therefore the *Contractor* shall be required to exercise due care when excavating and further conduct their own service detection surveys.

3.12.2 The Contractor establishes the location of the various existing services situated within the Site and Working Areas, and records all such information on "marked-up" drawing(s) which remain available for reference at all times.

3.12.3 The Contractor exercises due care and attention in carrying out any excavation work to avoid damage or disruption to existing services. The Contractor accordingly consults the Project Manager prior to undertaking any excavation work.

3.12.4 Should the Contractor fail to exercise the requisite care and attention in carrying out the excavation work, the Contractor will be held liable for any claims arising out of damage caused by such excavation.

3.13 Control of noise, dust, water and waste

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

3.14 Completion, testing, commissioning and correction of Defects

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

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

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

Item of work	To be completed by
Construction drawings, layouts, engineering drawings and associated design report for the Truck Monitoring System (Design Phase)	Prior to the commencement of the construction works for the project.
As built drawings	Within 2 days prior to Completion.
Testing and commissioning of system, including Certificates of Compliance, test certificates, data sheets and any other relevant documentation.	Within 2 days prior to Completion
Technology transfer and training of Employers personnel as per Clause 6.8 below.	Within 2 days prior to Completion

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

- Maintenance or repairs where required.
- Any other works required for the continued operation of the system.

3.14.4 Use of the *works* before Completion has been certified

- The *Employer* will not use part / parts of the works before Completion is certified by the Project Manager.

3.14.5 Materials facilities and samples for tests and inspections

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

3.15 Testing and Commissioning

3.15.1 Testing and commissioning will be as per the final Design issued by the *Contractor*.

The *Contractor* shall complete all pre-commissioning and commissioning tests on all works completed under this Contract.

In order to achieve this the *Contractor* shall fulfil the following requirements:

a) Development and supply of commissioning and test plans for the approval by the *Project Manager and Supervisor*

b) Implementation of formal handover procedures and documentation from construction to commissioning

c) Punch list Category Items

- Category A: Items which compromise safety and integrity of personnel, plant, equipment and infrastructure and must be completed following the pre-commissioning tests but prior to the commissioning and trial operation tests being undertaken
- Category B: Items which require correction prior operational acceptance and are required to be remedied following the commissioning and trial operation tests but before *Employer*s taking over
- Category C: Items required to be remedied during the defects notification period

d) Pre Commissioning

- The *Contractor* shall complete all pre-commissioning tests and all Punch List Category A items shall be compiled during these tests and be attended to prior to the commencement of the commissioning tests.

e) Commissioning

- The *Contractor* shall complete all pre-commissioning tests and all Punch List Category A items shall be compiled during these tests and be attended to prior to the commencement of the commissioning tests.

f) Trial Operation

- As soon as is practicable after completion of the commissioning tests, a 30-day trial operation of the System shall take place.

g) Taking Over

- Prior to the *Employer* being required to take-over the Plant all The Punch List Category B items shall be remedied.
- The *Works* and the Plant shall be taken over when the Tests on Completion have been passed and punch List Category B items have been attended to.

b) This procedure provides for a sequenced, construction completion and checkout of plant / equipment leading up to the transfer of care, custody and control to Transnet.

c) This procedure adopts a two package handover system:
   - Quality Control Dossier
   - Management Package

d) Quality Control Dossier and Management Package Compilation
   - The *Contractor* shall in accordance with this procedure and requirements in the Purchase Order / Technical Specifications, compile the Quality Control Dossier and Management Package with the accepted contents.
   - The *Contractor* shall compile the Quality Control Dossier which includes the data book (format as stipulated in this document) in accordance with this procedure to ensure that all requirements have been met and the relevant documents are included in the Quality Control Dossier.
   - For multiple disciplines, e.g. new installations, fabrications, modification or welding Works, the QC Dossier shall be developed for each discipline or system.
   - Management Package: consists of:
   - Completed "Punch-List", signed off by operations, area manager and the Engineers appointed 16.2 responsible for the area/unit.
   - Drawing Package "as-built"
   - Vendor Data Documentation as per Bill of Material of detail designs and as built documentation.

The *Contractor* shall:

- Collect and compile the Management Package in accordance with this procedure, to ensure all requirements have been met. This ensures that:
- The QC Dossier has been signed off by Transnet and the Inspection Authority (where applicable)
- The plant/facility/equipment has been commissioned (or handed over) by and with operations,
- All required performance tests have been successfully carried out by operations and maintenance department,
- Copies of approved test run certificates have been inserted into the Management Package.
- All maintenance documents have been updated and new instructions been inserted.
- The *Contractor* submits his Quality Management System documents to the Project Manager as part of his programme under ECC3 Clause 31.2 to include details of:
- Quality Plan for the Contract
- Quality Policy
- Index of Procedures to be used and
- A schedule of internal and external audits during the Contract
- The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the Contract including all quality related documents as part of its Quality Plan.

e) Code Data Book

The Code Data Book shall have the following content and format

The cover page should contain:

- Manufacturer / *Contractor*
- Engineering *Contractor* Authorised Inspection Authority (if applicable)
- Purchase Order Number
- Contract Number
- Equipment/ Plant / Works Description
- Manufactures Serial Number (if applicable)
- Codes and Standards

The content inside the book should be as follows:

1. Index of Contents
2. Release of Notes (*Contractor*/Client)
3. Detailed design drawings
4. "As-Built" drawings
5. Certificate of Compliance
6. Design Calculations
7. List of required spares
8. Material and Consumables Certification

   a) Material List

   b) Material Map (Outline Drawings)

d) NCT, Electrical and Mechanical testing

9. Inspection Reports

a) Quality Control Plan

b) Dimensional Inspection Report (sizes etc.)

c) Heat Charts and Certificates

10. Non-Destructive Testing Documents Equipment

a) NDT Map

b) NDT Procedure Record Summary

c) NDT Personnel Qualification Record Summary

d) NDT Reports

11. Tests on Completion
12. The required tests on completion shall consist of the following:
    - Pre commissioning
    - Commissioning
    - Trial operation
    - Performance

3.16 Take over procedures

3.16.1 The *Contractor* ensures that the documentation as described under paragraph 6.2 of the *Works* Information is presented to the *Project Manager* before Completion.

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

3.16.3 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents, reports, training, operating and maintenance manuals, and any other relevant documentation pertaining to the works, at Completion.

3.16.4 Where the *Contractor* has presented Maintenance and Operating Manuals to the *Project Manager* at take-over, the *Contractor* modifies and updates As-built documents as necessary prior to Completion.

3.16.5 Access given by the *Employer* for correction of Defects

During the Defects Correction Period, the Employer shall grant the Contractor free, unhindered access to the Site at reasonable times and on demand to inspect and remedy any defects. Any restrictions must be notified in writing at least five Working Days in advance. Delays in access not caused by the Contractor shall be treated as an Employer's risk.

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

Where access is arranged for the Contractor to return to Site after Completion to rectify notified Defects, the Contractor shall comply with all Employer-imposed site access and security procedures. These may include, but are not limited to:

- Compliance with the site access and egress restrictions applicable at the time of re-entry, including operational constraints if the site is partially or fully in use by the Employer.
- Submission of access requests and required documentation in advance, in accordance with the Employer's protocols.
- Coordination with the Project Manager to minimise disruption to ongoing port or operational activities.
- Adherence to safety, health, and environmental (SHE) requirements applicable at the time of access.
- Provision of all necessary permits, insurance, and identification for personnel and equipment.

Additional constraints may apply as specified in paragraph 3.2.13 of C3.1 Employer's Works Information

3.16.7 The *Contractor* performs the following performance tests after Completion of the *works*:

Following Completion, the Contractor shall carry out performance tests on the Truck Monitoring System (TMS) to demonstrate that the system functions in accordance with the Employer's requirements as stated in this Works Information and the Contractor's accepted design.

The performance testing must, at a minimum, verify the following:

- Accurate operation of the weigh-in-motion (WIM) system in determining axle weights and gross vehicle weights within approved tolerance levels;
- Reliable capture and processing of vehicle data, including number plate recognition (ANPR), vehicle speed, date/time stamp, and vehicle classification;
- Functionality of the system under live traffic conditions over a sustained period;
- Real-time data transmission and access by the Employer's project team;
- Compliance with any legal metrology certification requirements applicable to the weighing equipment;
- System stability, uptime, and data integrity over a predefined operational testing period (e.g., 30 days of continuous operation).

All test procedures, results, and calibration certificates must be submitted to the Project Manager for review and acceptance. Any defects or non-conformances identified during testing must be rectified before Final Acceptance is granted.

3.16.8 Training and technology transfer

The *Contractor* shall provide comprehensive training to the Employer's designated personnel upon completion of the Truck Monitoring System (TMS). This training must include, but is not limited to:

- Operation of the weigh-in-motion system and ANPR components;
- Interpretation and use of the system's data outputs;
- Basic troubleshooting and fault diagnosis;

- Routine maintenance procedures;
- Health, safety, and operational protocols relevant to system use.

Training must be provided on-site and must include both theoretical and practical components. All training materials, user manuals, maintenance guides, and technical documentation must be handed over in both digital and hard copy format.

Where applicable, the Contractor shall facilitate the transfer of knowledge or proprietary tools necessary for the continued operation and basic support of the system by the Employer. This shall not include the transfer of intellectual property unless specifically agreed in the contract.

A training completion report, signed by both parties, must be submitted as part of the project close-out

3.16.9 The *Contractor* facilitates the following requirements for training *works*hops after Completion for the *works* in use:

The *Contractor* shall facilitate post-Completion training workshops to support the Employer's operations team in the effective use and maintenance of the Truck Monitoring System (TMS).

These workshops must be scheduled within the Defects Liability Period and cover the following areas:

- Advanced system operation and configuration updates;
- Review of system performance and common user queries;
- Preventative maintenance procedures and updates on best practices;
- Q&A sessions for operational staff and technical users.

The Contractor is to provide all necessary materials, qualified facilitators, and documentation for the workshops. Workshops may be conducted on-site or virtually, as agreed with the Employer.

A training attendance register and summary report must be submitted to the Project Manager following each workshop

3.16.10 The *Contractor* arranges for the following technology transfer to the *Employer* after Completion for the *works* in use:

The Contractor shall provide a full technology transfer package to the Employer upon Completion of the Truck Monitoring System (TMS). This shall include:

- All user and technical manuals related to the system's hardware and software;
- Configuration files, system architecture diagrams, and source code access (where applicable and agreed);
- Maintenance schedules and diagnostic tools;
- Licensing agreements and warranty documents;
- Full access credentials for administrative system functions;
- Training materials and recorded sessions used during onboarding;
- Contact information for post-handover technical support.

All documentation must be submitted in both printed and digital formats and must be comprehensive enough to enable the Employer to independently operate, troubleshoot, and maintain the TMS

3.16.11 Operational maintenance after Completion

The *Contractor* performs the following operational maintenance in relation to the *works* after Completion: The Contractor shall be responsible for performing operational maintenance tasks for the Truck Monitoring System (TMS) from the date of Completion until the Defects Date. These tasks shall include, but are not limited to:

- Routine system diagnostics and software updates;
- Inspection and calibration of WIM sensors and ANPR cameras;
- Cleaning and maintenance of sensor arrays and camera lenses;
- Replacing consumables and parts subject to wear (e.g., filters, cables, or connectors);
- Ensuring all system components remain functional and accurate for data capture;
- Providing maintenance logs and reports to the Project Manager on a monthly basis.

These activities are to be conducted in accordance with manufacturer specifications and without disrupting the operational use of the system by the Employer

4 Plant and Materials Standards and Workmanship

This section sets out the minimum requirements for the standards, quality, and workmanship applicable to all permanent works under this contract. The Contractor shall ensure that all plant, materials, equipment, and construction methods used for the Truck Monitoring System (TMS) comply with the following South African National Standards (SANS), relevant international standards, and applicable legal requirements:

4.1 General Requirements

All workmanship shall be in accordance with accepted industry practices and standards.

Materials and equipment used in the works must be new, fit for purpose, and sourced from reputable manufacturers with recognised certification.

Where applicable, all installations must comply with South African statutory requirements, including Legal Metrology Act (Act No. 9 of 2014), Occupational Health and Safety Act (Act No. 85 of 1993), and National Building Regulations (SANS 10400 series).

4.2 Civil and Structural Works

- SANS 1200 Series: Standardised Specifications for Civil Engineering Construction (used by many public sector clients in South Africa).
- Applicable sections include SANS 1200 A (General), SANS 1200 C (Site Clearance), SANS 1200 D (Earthworks), etc.
- SANS 10160-1 to 10160-4: Basis of structural design and actions, including traffic and dynamic loads.
- SANS 10228:2014: Specification for road construction materials.
- SANS 2001 Series (where specified): Construction works replacing the older SANS 1200 series.

4.3 Electrical and Electronic Works

- SANS 10142-1:2017: Code of Practice for the Wiring of Premises (Low-voltage installations).
- SANS 1475 (where applicable): Requirements for fire detection and protection associated with electronics.
- All electrical installations must include a valid Certificate of Compliance (CoC) issued by a registered electrician.

4.4 ICT and System Integration

- ISO/IEC 27001:2022: Information Security Management Systems, applicable to secure data handling within TMS.
- IEEE standards or equivalent international standards shall be followed for communication interface design, if relevant.
- All data transmission components must be compatible with Transnet's ICT infrastructure and cyber security protocols.

4.5 Weigh-in-Motion (WIM) and Vehicle Monitoring Technology

- Systems must comply with Legal Metrology Regulations under the Legal Metrology Act for certified weighing and measurements.
- The TMS should comply with any relevant codes, standards and regulations where required.

4.6 Certification and Approvals

The Contractor shall obtain all required:

- Certificates of Compliance (CoC) for electrical installations.
- Type approval certificates from NRCS for dynamic weighing equipment.
- Any other approvals required by local authorities or regulators.
- Where professional design sign-off is required (e.g., structural design, pavement layout), only persons registered with ECSA (Engineering Council of South Africa), or the applicable professional body may certify such work.

4.7 Workmanship

- All construction shall be executed under the supervision of suitably qualified personnel.
- Tolerances, finishing, and alignment of installed equipment and systems must meet manufacturer specifications and contractual requirements.
- No substitution of specified products or systems is permitted without prior written approval from the Employer or the Project Manager.

4.8 Investigation, Survey and Site Clearance

4.8.1 The Contractor is required to conduct all necessary investigations and surveys at the designated site along Quayside Road at the Port of Durban to inform the detailed design and final positioning of the Truck Monitoring System (TMS). This includes—but is not limited to—topographical, geotechnical, utility detection, and environmental baseline assessments. Site clearance must be planned and executed in accordance with applicable environmental and operational port regulations to avoid disruption to existing services, traffic, and port activities.

Site clearance constraints may apply in areas with existing buried services, port access infrastructure, or restricted zones subject to TNPA security and operational protocols. The Contractor must coordinate with the Employer and Port Authorities for all necessary permits and access arrangements

4.8.2 The *Contractor* carries out the following investigations at the Site:

- Topographical survey of the project site, covering the road geometry, surface levels, and adjacent infrastructure.
- Underground utility detection and services scan using GPR (Ground Penetrating Radar) or similar techniques to locate existing electrical, communication, water, and drainage services.
- Geotechnical investigation to confirm subgrade and pavement layer conditions required for the design and installation of WIM sensors and associated equipment.
- Environmental baseline assessment, including noise, emissions, and stormwater runoff implications where applicable.
- Traffic flow observation and vehicle classification survey to inform WIM system configuration and camera placements.

Verification of boundary extents and servitude encroachments, especially near shared infrastructure or adjacent works.

All investigations are to be carried out post-contract award and post-starting date, in accordance with approved Health, Safety, and Environmental Plans and with due notification to the Project Manager. Should these investigations result in changes to the Works Information, such changes shall be processed in accordance with Clause 60.1(1) of the NEC3 ECC as compensation events, where applicable

4.9 Building works

4.9.1 Where the Association of South African Quantity Surveyors Model Preamble for Trades 1999 are used within the Works Information, the following interpretations and meanings shall apply:

4.9.2 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in the *Works* Information and the *conditions of contract*, the *conditions of contract* take precedence within the ECC Contract.

4.9.3 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in this paragraph 4.2 of C3.1 *Employer*'s Works Information and specific statements contained elsewhere in C3.1 *Employer*'s Works Information, the specific statements contained elsewhere shall prevail, without prejudice to the *Project Manager's* express duty to resolve any ambiguity or inconsistency in the *Works* Information under ECC Clause 17.1.

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

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

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

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

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

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

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

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

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

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

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

4.10 Civil Engineering and Structural Works

4.10.1 Where the SANS 1200 series of Specifications are used within the Works Information, the following interpretations and meanings shall apply:

4.10.2 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in the *Works* Information and the conditions of contract, the conditions of contract take precedence within the ECC contract.

4.10.3 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this paragraph 4.3 of the *Employer*'s *Works* Information and specific statements contained elsewhere in C3.1 *Employer*'s *Works* Information, the specific statements contained elsewhere shall prevail, without prejudice to the Project Manger's express duty to resolve any ambiguity or inconsistency in the *Works* Information under ECC Clause 17.1.

4.10.4 Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:

Where the word or expression "Employer" is used, read "*Employer*";

Where the word or expression "*Contractor*" is used, read "*Contractor*";

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

Where the word or expression "schedule of quantities" is used, this is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein);

4.10.5 Within SANS 1200 A: GENERAL 2.3 DEFINITIONS, the following apply:

"Acceptable. Approved (Approval)" is interpreted as either a *Project Manager* or a *Supervisor* communication or instruction in relation to Works Information compliance, consistent with the *conditions of contract* as the context requires;

"Adequate" is deleted. The *Project Manager* notifies the *Contractor* where the *Contractor* has not complied with the *Works* Information;

"Measurement and payment" and the further definitions contained within 6.3 c) are deleted. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein);

4.10.6 Within SANS 1200 A: GENERAL 2.6 APPROVAL, the following applies:

"Approval" by either the *Project Manager* and/or the *Supervisor* is without prejudice to ECC Clause 14.1 and, inter alia, ECC Clauses 13.1, 14.3 and 27.1.

4.10.7 SANS 1200 A: GENERAL 2.8 ITEMS IN SCHEDULE OF QUANTITIES, is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein).

4.10.8 SANS 1200 A: GENERAL 3.2 STRUCTURES AND NATURAL MATERIAL ON SITE, applies only to the extent that it is consistent with paragraph 3.1.6 of C3.1 *Employer*'s Works Information.

4.10.9 Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:

Where the word or expression "Plant" is used, read "Equipment".

4.10.10 SANS 1200 A: GENERAL 7.2 *CONTRACTOR*'S OFFICES, STORES AND SERVICES, applies but the *Project Manager* resolves any inconsistency with statements included within paragraph 3.1.12 of C3.1 *Employer*'s Works Information.

4.10.11 SANS 1200 A: GENERAL 3.1 SURVEY, applies only to the extent that it is consistent with paragraph 3.1.14 of C3.1 *Employer*'s Works Information.

4.10.12 Within SANS 1200 A: GENERAL 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS, the following applies:

Where the word or expression "specification" is used, read "Works Information".

4.10.13 SANS 1200 A: GENERAL 3.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES applies only to the extent that it is consistent with the specific statements made elsewhere in C3.1 *Employer's* Works Information and in any case and at all times consistent with the *conditions of contract*.

4.10.14 Within SANS 1200 A: GENERAL 5 TESTING, the following applies:

Where the word or expression "Engineer" is used, read "*Supervisor*".

4.10.15 SANS 1200 A: GENERAL 8 MEASUREMENT AND PAYMENT, is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein).

4.10.16 The principles, meanings and interpretation stated and established within paragraphs 6.3.1 to 6.3.15 with respect to SANS 1200 series and to SANS 1200 A: GENERAL equally apply to the other SANS 1200 specification references used within this paragraph 6.3 of C3.1 *Employer's* Works Information.

4.11 Electrical & mechanical engineering works

4.11.1 Where SANS 10142 and/or SANS 10198 specifications are used within the Works Information, then where the term "Equipment" (or the like) is used with the meaning of installation and items left behind in the *works*, then please read this term as "Plant" for ECC defined term compliance.

5 List Of Drawings

5.1 Drawings issued by the *Employer*

Drawing number	Revision	Title
TNPADBN-62-I-0006-011-00	C	New Entrance Facility at Quayside road: Site plan,Stormwater & Sewer Long - section

Available drawings will be issued to the *Contractor* at contract award, however, the *Contractor* will be responsible for verifying the information contained in the drawings.

A drawing containing the details of the bridge that traverses over Quayside Road (from the harbour/berth side to the RORO car terminal) will be issued to the *Contractor* at contract award.

Any additional documentation, drawings or technical information not expressly referenced above shall be the sole responsibility of the Contractor to develop and submit as part of their scope of work.

SECTION 2

6 Management and start up

6.1 Management meetings

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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick-off meeting	Once off at beginning of contract	TBA	*The Project Manager and key personnel from the Contractor, including the Project Engineer, Site Manager, and Health & Safety Officer, should attend meetings to provide updates on project progress, site operations, and safety. Additional attendees may include the Client Representative, design consultants, and subcontractors, as needed, to address design, quality, and project-specific concerns*
Risk register and compensation events	Bi – Weekly or as soon as risks have been identified	TBA	*The Project Manager and key personnel from the Contractor, including the Project Engineer, Site Manager, and Health & Safety Officer, should attend meetings to provide updates on project progress, site operations, and safety. Additional attendees may include the Client Representative, design consultants, and subcontractors, as needed, to address design, quality, and project-specific concerns*
Overall contract progress and feedback	Bi – Weekly	TBA	*The Project Manager and key personnel from the Contractor, including the Project Engineer, Site Manager, and Health & Safety Officer, should attend meetings to provide updates on project progress, site operations, and safety. Additional attendees*

			may include the Client Representative, design consultants, and subcontractors, as needed, to address design, quality, and project-specific concerns
Safety Meetings	Once a week	On Site	The Project Manager and key personnel from the Contractor, including the Project Engineer, Site Manager, and Health & Safety Officer, should attend meetings to provide updates on project progress, site operations, and safety. Additional attendees may include the Client Representative, design consultants, and subcontractors, as needed, to address design, quality, and project-specific concerns

6.1.3 Specialist meetings may be convened as specified in this Works Information or as needed to suit the Parties, project nature, and progress. Records of these meetings are to be submitted to the *Project Manager* by the convening party within five days.

6.1.4 All meetings must be recorded through minutes or a register prepared and circulated by the convening party. These records are not for confirming actions or instructions under the contract, which are handled separately as per the contract conditions.

6.1.5 The *Contractor* is responsible for attending management meetings as requested by the Pr*oject Manager*. At these meetings, the *Contractor* will present relevant data, including safety, health, and environmental issues, progress reports, quality plans, and Sub-Contractor management reports. The *Contractor* is also responsible for drafting and supplying the meeting minutes to the *Project Manager* within a week of the meeting taking place

6.2 Documentation Control

6.2.1 The Document Control department filing system will be utilized for the control of all relevant documentation. All documents will be issued via document control with proof of transmittal. Copies of all correspondence, specifications and drawings, contracts and agreements, data sheets, minutes of meetings, Employers agent instructions, invoices and payment certificates, access certificates, quality and any variations, (compensation events or project change notices) will be filed and archived in the project folder by the Doc Controller. A document register will also be developed to capture incoming and outgoing documents by the *Contractor.*

6.2.2 All documentation and data will be submitted electronically and must conform to the Project Standards and Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Documentation not meeting the Project Standards and Quality requirements will be cause for rejection and shall be returned to the Consultant for corrective action and re-submission.

6.2.3 Should any change be made to documentation or data which has already been submitted to the Project, then new or revised documentation or data shall be issued to replace the outdated information.

6.2.4 In undertaking the Services, all documentation requirements for the Services shall be dealt with in accordance with document DOC-STD-0001. The control, maintenance and

handling of these documents and drawings, using a suitable document control system, remain the sole responsibility of the Consultant.

6.2.5 The Consultant shall be responsible for ensuring that proper safety measures are in place to protect project documentation temporarily stored on site against theft, fire, flooding or excessive dampness.

6.2.6 The Consultant shall be responsible for the supply of all Sub-Supplier/Contractor/ Manufacturer, etc. documentation and data related to their package of work, and shall ensure that these Sub-Suppliers have the capability to supply the necessary documentation and data in the required timeframe and quality requirements are met as outlined in the specified standards prior to awarding sub-orders.

6.2.7 All drawings must be processed in accordance with the CAD standard (AMP-010) and be signed off by the Consultants responsible PR person before issuing to the Project Manager for acceptance.

6.2.8 The index for Handover Data Packs must be submitted to the Project Manager for acceptance at the beginning of the project to enable the Consultant to maintain and update the file on a continuous basis throughout the project lifecycle. The Consultant submits the draft Table of Contents to the Project Manager for acceptance prior to the compilation and official submittal of the Handover Packs.

6.2.9 All electronic copies (pdf.) of Handover files to be properly indexed and bookmarked. All pages that make up the data book or manual must be sequentially numbered.

6.2.10 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
- Consultants Name
- Unless otherwise stated, the required number of copies of all final Data Packs shall be:
- 3 x hard copies (Full size)
- 2 x USB in Adobe Acrobat (.pdf) formats & Native Formats.

6.3 Safety risk management

6.3.1 The *Contractor* complies with the following SMP:

All health and safety matters associated with the *works* will be dealt with in accordance with Occupational Health & Safety Act, 1993 (Act No. 85 of 1993) and the Transnet National Ports Authority Health and Safety Specifications contained in **Annexure B** to this *Works Information*.

6.3.3 The *Contractor* shall prepare, implement and administer the *Contractor's* Health and Safety Management Plan (CHSMP). The Health and Safety Management Plan must provide a systematic method of managing hazards and implementing control measures.

6.3.4 The *Contractor* must prepare and submit the Occupational Health & Safety file to the *Project Manager* for acceptance. The Safety file will then be submitted to the TNPA Legal & Compliance Department for approval before start of the works.

6.3.5 Further to clause 2.3.1, pre-employment medical examinations as well as exit medicals will be required and must further include for chest X-rays. These medical examinations must be carried out by a registered Occupational Health practitioner. All costs associated will be to the *Contractor's* account.

6.3.6 The *Contractor* ensures that its Sub-Contractors comply with the CHSMP and relevant statutory requirements of the Occupational Health & Safety Act, 1993 (Act No. 85 of 1993).

6.3.7 The *Contractor* performs the *works* having due regard to the HSSP.

6.3.8 The *Contractor* complies with the requirements of the SSRC with respect to his own activities and others on the Site and Working Areas.

6.3.9 The *Contractor* makes the SMP available to its employees and Subcontractors in the *language of this contract* and other local languages as required.

6.3.10 The *Contractor* participates in a HAZOP upon the instruction and direction of the *Project Manager*.

6.3.11 The *Contractor* completes a JSA prior to carrying out any operation on the Site and/or Working Area to the approval of the *Project Manager* or *Supervisor* on site.

6.3.12 The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to the SMP and health and safety issues are as stated in the paragraphs following:

6.3.13 The CM is responsible (in the context of the SMP only) for health and safety on the Site and Working Areas and reports to the *Project Manager*.

6.3.14 The CM specific tasks (in the context of the SMP) are:

a) Implement the *Employers* safety management system.
b) Monitor *Contractor's* compliance to the CHSMP.
c) Ensure risk is at an acceptable level.
d) Ensure the *Contractor's* workforce and Construction Management Team is competent.

6.3.15 The *Project Site Safety Manager* (PSSM) is responsible for ensuring that the *Contractor* complies with the SMP. The PSSM acts on behalf of the *Project Manager*.

6.3.16 The PSSM specific tasks are:

a) Ensure that the overall project safety requirements are complied with.
b) Provide guidance on safety related issues arising during the execution of the project.

6.4 Environmental constraints and management

All work is to be conducted in accordance with the principles of the National Environmental Management Act, 1998 (Act no 107 of 1998) but not limited to other applicable regulations, municipal bylaws e.g. schedule trade and occupations bylaws as well as the accepted environmental good practice.

6.4.1 All required licences and permits must be obtained by the *Contractor* from relevant authorities prior to the commencement of project activities where applicable.

6.4.2 The following documents, included as Annexures of the Works Information, provide the minimum acceptable standards that shall be adhered to:

- Transnet Integrated Management Systems (TIMS) Commitment Statement - IMS-GRP-GDL-002-1
- Contractor Environmental And Sustainability Specification Guidelines, TRN-IMS-GRP-GDL-014.4
- Standard Operating Procedure Construction Environmental Management: 009-TCC-CLO-SUS-11386
- Standard Environmental Maintenance Management Programme for Maintenance Works
- Stormwater Management Plan

The *Contractor* must also comply with the following documents:

TNPA list of approved waste services contractors

- *TNPA Asbestos Management Plan*
- EThekwini Municipality *Schedule Trades and Occupations Bylaws*
- EThekwini Municipality *Interim Code relating to fire prevention and*
  - *Flammable liquids and substances*

6.4.3 The *Contractor* performs the *works* and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as outlined in section 6.4.3 above.

6.4.5 The Standard Operating Procedure Construction-Environmental Management (009-TCC-CLO-SUS-11386) describes the main roles and responsibilities of the project team with respect to Environmental Management.

The Contractor Environmental And Sustainability Specification Guidelines, TRN-IMS-GRP-GDL-014.4describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the *Contractor observes* and complies.

The PES describes more particularly the environmental standards applicable to the *works,* the Site and the Working Areas and sets out variance (including additions) to the SES. The PES may require higher minimal standards than those described in the SES as may be required by the relevant environmental authorities but may not necessarily be limited to: Environmental Approvals (e.g. Environmental Authorisations, Water Use Licenses, Waste Management Licences, etc.); Environmental Management Programmes/Plans.

The above requirements shall be applicable to the main *Contractor,* its service providers and suppliers. The Contractor must comply with all the requirements of the Standard Operating Procedure Construction-Environmental Management (009-TCC-CLO-SUS-11386), Contractor Environmental And Sustainability Specification Guidelines, TRN-IMS-GRP-GDL-014.4 and PES as mentioned in section 6.4.3 above.

The *Contractor* must sign the Declaration of Understanding as a commitment to abide with Transnet's Environmental Governance Framework, Project Environmental Specification,. Sufficient environmental budget must be allocated to meet all the project environmental requirements for the duration of the contract.

The *Contractor must* appoint a **FULL TIME** Environmental Officer (EO) to monitor and manage compliance to Environmental Specification and all applicable environmental legislation. The Contractor EO must be 100% allocated to the project and must be employed for the duration of the contract. Sharing of an EO resource between projects is not allowed. The EO must as a minimum have at least 3 years work experience in environmental management within the construction environment.

The roles and responsibilities of the Contractor's EO are stated in Standard Operating Procedure-Construction Environmental Management. The contractor's EO must be 100% full time on site during working hours.

The *Contractor will* be required to submit an environmental file to TNPA post award of tender. Particular requirements of the Employer will be made known on award of the contract. Site access certificate shall not be granted until the environmental file has been approved by the *Employer.*

The overarching obligations of the *Contractor* under the Standard Operating Procedure-Construction Environmental Management before construction activities commence on the Site and/or Working Areas is to provide environmental method statements for all construction operations at the Site and/or Working Area by the *Contractor* and where requested by the CM:

These include, but are not limited to, the following where applicable:

- Establishment of construction lay down area
- Hazardous and non-hazardous solid waste management
- Storm water management
- Contaminated water management
- Prevention of marine pollution
- Hydrocarbon spills
- Diesel tanks and refuelling procedures
- Dust control
- Spoil dumping
- Sourcing, excavating, transporting and dumping of fill material
- Noise and vibration control
- Removal of rare, endemic or endangered species
- Removal and stockpiling of topsoil
- Rodent and pest control
- Environmental awareness training
- Site division
- Emergency procedures for environmental incidents
- Contractor's SHE Officer
- Closure of construction laydown area

The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of their activities and accordingly prepare separate method statements describing how each of these impacts will be prevented or managed so that the standards set out in the Contractor

Environmental And Sustainability Specification Guidelines document are achieved. The method statements will be prepared in accordance with the requirements set out in the Standard Operating Procedure-Construction Environmental Management. These method statements shall form part of the environmental file. The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the Environmental Induction Programme prior to commencing any *work* on Site. If new personnel commence work on the Site during construction, the *Contractor* shall ensure that these personnel undergo the Environmental Induction Programme and are made aware of the environmental specifications on Site.

Method statements need to be compiled by the Contractor throughout the Construction and Commissioning phase of the project. These Method Statements must be approved by the TNPA Construction Manager and TNPA Environmental Manager or Environmental Officer. Approval must at least be two weeks prior to the proposed commencement of the activity. Emergency construction activity method statements may also be required. The activities requiring method statements cannot commence if they have not been approved by the TNPA Environmental Manager or Environmental Officer.

Where required, one of the first actions to be undertaken by the Contractor shall be to erect and maintain a temporary fence along the boundaries of the Site and Working Areas as applicable, and around any no-go areas identified on the layout plans, to the satisfaction of the Project Manager.
During the construction period, the Contractor complies with the following:

A copy of the Standard Operating Procedure-Construction Environmental Management, Contractor Environmental And Sustainability Specification Guidelines and PES shall be available on Site, and the *Contractor* shall ensure that all the personnel on Site (including Subcontractors and their staff) as well as suppliers are familiar with and understand the specifications. The contractor and its subcontractor

Where applicable, the *Contractor shall* provide job-specific training on an *ad hoc* basis when workers are engaged in activities, which require method statements.

The *Contractor* shall be responsible for rehabilitating and cleaning all areas to the satisfaction of the TNPA Environmental Manager or Environmental Officer as detailed in the Contractor Environmental And Sustainability Specification Guidelines. Sufficient environmental budget must be allocated to achieve this including all environmental requirements for the project for the duration of the contract.

The *Contractor* must ensure that its Subcontractors comply with the Environmental Specification.

The *Contractor* must appoint the waste removal Service Providers who is licenced to operate within the Ports as provided in the TNPA list of Waste Services *Contractors*.

The *Contractor* or *Subcontractors* must be in possession of eThekwini Municipality's Schedule Trade and Occupations permit if they are to be engaged in any of the activities contained under eThekwini Municipality Scheduled Trade and Occupations.

The *Contractor* must comply with TNPA Asbestos Management Plan should asbestos contamination be uncovered during excavation.

Dust Management

Objective

The Contractor (associated with activities such as earthworks, geotechnical surveys, piling, storm water drainage, construction of roads and railways, foundations, brick building, operating Workshops, fencing, erecting construction camps, and batch plant activities, etc.) shall submit a dust control plan for approval by the EO.

Scope

Control of dust on the construction Site and access roads

Dust Management

Material in transit should be loaded and contained within the load bin of the vehicle in such a way as to prevent any spillage onto the roads and the creation of dust clouds. If necessary, the load bin of the vehicle shall be covered with a tarpaulin to prevent dust.

6.5 Quality assurance requirements

6.5.1 The *Contractor* shall ensure that all contractual deliverables required to be executed and completed are given due consideration to meet the client's Technical Specifications, Drawings and General Quality Requirements for Contractors and Suppliers **(TNPA-QUAL-REQ-14.1).** The Contractor shall have, maintain, and demonstrate the use of a documented Quality Management System (QMS) to the Project Manager (and/or the Supervisor, as appropriate) to satisfy the requirements of section 2, 3 and 4 of this works information. The Contractor's QMS shall comply with the relevant International Standard ISO 9001. The quality management system must be tailored or aligned to satisfy the specific needs of the Truck Monitoring System (TMS) project and its components, including weigh-in-motion technology, ANPR cameras, and system integration.

The *Contractor's* Quality Management System (QMS) shall conform with the requirements of ISO 9001:2015 to ensure and demonstrate that material, workmanship, procedures, and services conform to the specified requirements.

The *Contractor* submits his Quality documents to the Employer as part of his programme under ECC Clause 31.2 to include details of:

6.5.2 Quality Manual that is aligned to ISO 9001:2015 QMS requirements including the contractor's Quality Policy.

6.5.3 The Project Quality Plan for the contract *SHALL* cover project scope and be aligned to TNPA-QUAL-REQ-014.1 General Quality Requirements for Contractors and Suppliers.

6.5.4 CV of Quality Officer supplemented by Quality diploma / Technical diploma and ISO 9001:2015 Quality Management System training certificates (Implementation of QMS and Internal Auditing). The Quality Officer MUST have a minimum of 3 years' quality experience in similar projects should the Quality officer not have the ISO9001:2015 implementation and auditing, Contractor to submit in writing to the Employer a plan to ensure the Quality officer obtain these qualifications.

6.5.5 Quality Control Plans MUST clearly define in sequence activities that cover all Engineering disciplines applicable to the project scope of works and clearly identify all inspection, test, verification requirements to meet contractual obligations, specification and drawings as required by the project scope.

6.5.6 Project Quality Plan

The contractor shall develop and submit the Project Quality Plan (PQP) aligned to TNPA-QUAL-REQ-014.1 standard. The PQP shall outline the quality strategy, methodology, quality resource allocation, Quality Assurance and Quality Control co-ordination activities to ensure that the scope meet the standards stated in the Scope Information.

The Contractor's PQP shall provide a description of how documents provided by the *Employer* to the Contractor are to be managed. The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan. Refer to DOC-STD-0001.

The *Employer* indicates those documents required to be submitted for information, review or acceptance and the *Contractor* indicates such requirements within his register of documents.

The register shall indicate the dates of issue of the documents with the Employer responding to documents submitted by the Contractor for review or acceptance within the period for reply prior to such documents being used by the Contractor.

6.5.7 Quality Manual

A copy of the *Contractor's* Quality Manual will be requested for review by the *Employer* followed, by a Quality Management Systems (QMS) audit at the *Contractor's* Head Office to obtain evidence that a satisfactory quality management system is being maintained.

6.5.8 Quality Officer

The *Contractor* shall nominate a suitably experienced quality representative as referenced on 5.5 item 4 above. The Quality representative will be responsible to ensure that the PQP requirements are implemented on site. The *Contractor* shall submit the CV and qualifications / certificates of his nominated quality representative for the Project Manager's review and approval.

6.5.9 Quality Control Plan

6.5.10 The *Contractor* shall provide a Quality Control Plan (Inspection and Test Plan) specifying his proposed quality control activities for the entire scope of supply and scope of works. The Quality Control Plan shall reference the procedures, codes, drawings and standards which apply to the listed activities, the acceptance criteria, the records to be produced and similarly it shall incorporate all Sub-contractors and supplier's activities. The Quality Control Plan shall be prepared in the Contractors / Suppliers standard format.

6.5.11 Deviations from the Quality Control Plan may only be permitted following acceptance in writing by the Engineer and/or the appointed Third-Party Inspection Authority.

6.5.12 The Contractor shall not undertake any work in advance of the review and acceptance of the Quality Control Plan without the written consent of the employer.

6.5.13 During the review of the Quality Control Plan / Inspection and Test Plan, Inspection and Test intervention points will be included by Transnet and, where applicable, the Third-

Party Inspection Authority to indicate their intended monitoring during manufacturing, fabrication, and installation.

6.5.14 The *Contractor* / Supplier shall ensure that any work subcontracted will be covered by Quality Control Plans / Inspection and Test Plans generated by the relevant Sub-contractor or Supplier.

6.5.15 Subcontracting and outsourced services.

The *Contractor* shall also ensure that all Sub-contractors are suitably qualified and experienced to carry out the work for which they have been sub-contracted.

The *Employer* may, at own discretion, require a Quality Audit of sub-contractor(s) to ensure that the sub-Contractor(s) have the necessary management, facilities, skilled staff, and quality control facilities to carry out the Works to ensure compliance with the Works Information.

The *Contractor* shall accept full responsibility for the quality of his sub-contractor(s) work and of materials used, irrespective of any quality surveillance that may be carried out by the *Employer* or his representative.

6.5.16 Material Traceability

The *Contractor* shall provide its procedures for the maintenance of material identification throughout all phases of manufacture. Methods of identification, routines for re-stamping or stencilling as appropriate shall be defined and agreed with the *Project Manager*.

Adequate records shall be maintained throughout construction enabling traceability of key materials from final product back to original material certificates. The material traceability records shall form part of the Data Pack. The *Contractor* shall prepare a schedule of materials and equipment that are subject to traceability requirements.

6.5.17 As-built documentation, Maintenance and Operating Manuals

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

The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the Scope of Works that reflect the status of the completed Works, General Layouts and Detail Drawings to present to the *Employer*.

The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of Maintenance and Operating Manuals that reflect the status of the completed Works at the earlier of take-over or Completion.

6.5.18 Training and technology transfer

The *Contractor* facilitates the following requirements for training Workshops after Completion for the Works in use.

The *Contractor* shall provide training for the *Employer's* selected staff in the maintenance and operations of all specialized Equipment and Systems. The Training shall be comprehensive with printed training manuals and electronic copies of such manuals made available to each delegate.

6.5.19 Third Party testing of imported materials.

Where directed by the *Employer*, the *Contractor* plans for samples of the imported materials he intends to use in the works to be tested by an independent testing authority. The frequency of tests shall be, at a minimum, 10% of the total number of items supplied or as agreed upon between the employer and the contractor.

6.5.16 The Contractor shall have, maintain, and demonstrate the use of a documented Quality Management System (QMS) to the Project Manager (and/or the Supervisor, as appropriate). The Contractor's QMS shall comply with the International Standard ISO 9001 (or an equivalent standard approved by the Project Manager). The system must be tailored to the specific needs of the Truck Monitoring System (TMS) project and its components, including weigh-in-motion technology, ANPR cameras, and system integration.

6.5.17 The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC Clause 31.2 to include details of:

- Quality Plan for the contract;
- Quality Policy
- Index of Procedures to be used; and
- A schedule of internal and external audits during the contract

6.5.18 The Contractor shall maintain a comprehensive register of all documents generated throughout the contract, particularly quality-related documents, as part of the Quality Plan. This register will track the development and approval of critical documents related to the design, installation, and commissioning of the TMS.

6.5.19 The Project Manager will specify the documents required for either information, review, or acceptance. The Contractor must indicate these requirements within the document register, ensuring that submission dates and review timelines are tracked. Documents must be reviewed and accepted by the Project Manager before use on-site

6.5.20 The Quality Plan shall outline the Contractor's strategy, methodology, resource allocation, and coordination activities to ensure that the TMS works meet the specified standards. It will include the quality objectives for the installation and integration of the weigh-in-motion system, ANPR technology, and communication components.

6.5.21 The Procedures section will define the Contractor's systems for managing:

6.5.22 Documentation Control, including how all project-related documents, including system specifications and design details, will be tracked and archived.

6.5.23 Design Control, focusing on design quality assurance for the TMS and integration with existing port infrastructure.

6.5.24 Procurement, ensuring all components (e.g., weigh-in-motion systems, cameras, ICT systems) meet quality standards and are sourced from approved suppliers.

6.5.25 The Inspection and Testing procedures for the project will include:

6.5.26 Quality Control Plans, detailing inspection and testing schedules for system components.

6.5.27 Inspection Points, marking key stages in the installation and commissioning of the TMS.

6.5.28 Schedule of Inspections, to be followed during system setup, integration, and final acceptance.

6.5.29 Field Inspection Checklists, for verifying the operational readiness of installed components.

6.5.30 Inspection Notification, to inform the Project Manager of upcoming inspections.

6.5.31 Inspection and Testing Procedures, to ensure compliance with project specifications.

6.5.32 Inspection Release, confirming the readiness of components or systems for operation.

6.5.33 Special Processes, such as system calibration or configuration tests for the TMS.

6.5.34 Welding Procedures, if applicable for any structural work.

6.5.35 Material Traceability and Certification, particularly for critical components like sensors or ICT equipment to ensure compliance with project standards

6.6 Programming constraints

6.6.1. The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of the CEMP, SES, PES and SMP state others as required as described under paragraph 6.4 of the *Works* Information, together with the associated environmental method statements.

6.6.2. The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of paragraph 6.3 of the Works Information relating to health and safety issues need to be highlighted on the programme; paragraph 2 design issues and paragraph 7 procurement issues, but the *Project Manager* might require various mandatory statements (e.g.) in relation to Equipment design and/or assembly / dismantling.

6.6.3. The *Contractor* complies with the *Employer*'s programme requirements and NEC requirements when he submits his first programme.

6.6.4. The *Contractor* presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy format and in soft copy format.

6.6.5. The *Contractor* uses Microsoft Project for his programme submissions or a similar programme software package equivalent subject to the prior written notification and acceptance by the *Project Manager*.

6.6.6. The *Contractor* shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.

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

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

a) Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.

b) Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below

c) Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned a code. The *Project Manager* notifies any subsequent layouts and corresponding filters on revised programmes

d) Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the *Contractor* relating to all operations identified on the programme representing the daily activities by each discipline

e) A narrative status report, which includes status and performance of operations on the Site and Working Areas; status and performance of operations outside the Working Areas; manpower histograms; S-curve of overall progress; critical action items (top 10) and deviations from the Accepted Programme and action plan to rectify.

6.6.9. The *Contractor* shows on each revised programme he submits to the *Project Manager* a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the *Contractor.*

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

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

a) Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.

b) 3-week Look ahead Schedule - showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.

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

d) S-curves – reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned values as calculated by the detailed progress report.

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

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

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

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

6.7.2 The CSHEO reports to the SHEC on the Site. The CSHEO ensures that the *works* (to include any part thereof) are subject to a prior environmental method statement(s) approved by the *Project Manager* and ensures that the CEMP is implemented by the *Contractor* in a timely and proper manner. The SCHEO provides the *Project Manager* with all environmental method statements.

6.7.3 The CSHEO tasks are:

Daily, weekly and monthly inspections of the Site and Working Areas. The *Contractor* is referred to Annexure Monitor compliance with the CEMP (to include the SES and PES) and the environmental method statements submitted to the *Project Manager*

Monitor compliance with the CEMP (to include the SES and PES) and the environmental method statements submitted to the *Project Manager*

a) Reporting of any environmental incident to the *Project Manager*

b) Attendance at all SHE meetings, toolbox talks and induction programmes

c) Litter control and ensuring the *Contractor* clears litter from the Site and Working Areas; and

d) Ensuring that environmental signage and barriers are correctly placed. The CSHEO submits daily, weekly and monthly checklists to the SHEC.

6.7.4 The CSHEO submits daily, weekly and monthly checklists to the SHEC.

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

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

6.7.6 The CIRP tasks are:

a) Dedicated to human resources, industrial relations and any other *Contractor* employee related function;

b) Resolve all human resources and industrial relations matters arising from the *Contractor*'s employees;

c) Represent the *Contractor* at all industrial relations meetings; and

d) Represent the *Contractor* on the IRCC

6.7.7 The *Contractor* employs an HSR as a *key person* under ECC Clause 24.1

6.8 Training workshops and technology transfer

6.8.1 The *Contractor* shall be responsible for facilitating training workshops and the transfer of relevant technology to ensure that the Employer's personnel are adequately prepared to operate, manage, and maintain the Truck Monitoring System (TMS) following Completion. Training shall be both theoretical and practical and will be conducted on site or at suitable facilities as agreed with the Project Manager. The training sessions and/or workshops must be scheduled on the project programme.

6.8.2 The *Contractor* facilitates the following requirements for training workshops:

- A safety pre-mobilisation workshop: To be held before site work commences, this session will cover specific safety hazards, control measures, emergency protocols, and compliance with the port's health, safety and environmental (SHE) requirements.
- Contractor employee safety training programmes: Ongoing training sessions to ensure all Contractor personnel working on the project are fully inducted and comply with the operational and SHEQ standards of the Port of Durban.
- A PHA (Preliminary Hazard Analysis) workshop: Conducted before installation works begin to identify potential risks related to TMS equipment (e.g., weigh-in-motion platforms, ANPR cameras) and to develop mitigation measures.
- A HAZOP (Hazard and Operability) workshop: Focused on the software integration and data communication aspects of the TMS to assess operational safety and reliability under various scenarios.
- Operational training on the TMS: For the Employer's nominated operations and IT personnel, covering use of the weigh-in-motion systems, ANPR interface, system dashboard, data extraction, error identification, and routine troubleshooting.
- Maintenance and fault diagnostics training: For technical personnel, focusing on regular inspection procedures, firmware updates, hardware maintenance (e.g., camera alignment, sensor calibration), and identifying component-level faults.
- ECC-specific roles and communication protocols: A dedicated session involving the Project Manager, Supervisor, and key Contractor personnel to clarify ECC communication flows, responsibility allocations, and reporting structures.

6.8.3 The *Contractor* arranges for the following technology transfer to the *Employer*:

- Full system architecture and design documentation, including network topology, sensor specifications, and equipment manuals.

- Software source code and/or operational configuration files (where licensable) for the ANPR and WIM systems, subject to IP agreements.
- Licenses, passwords, and access credentials for system administration tools and cloud/data storage services used by the TMS.
- Training manuals, troubleshooting guides, maintenance schedules, and support contact details for all installed components.
- Transfer of system update protocols, including procedures for firmware updates, remote diagnostics, and data backup routines.
- Handover of operational data templates, reporting dashboards, and standard operating procedures (SOPs) used by the Contractor during system commissioning.
- Certification of the Employer's personnel who successfully completed the training workshops, confirming readiness for system take-over.

6.9 Insurance provided by the Employer

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

6.10 Contract change management

6.10.1 No additional requirements apply to ECC Clause 60 series.

6.11 Code of Conduct

6.11.1 No additional 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); and
- The Anti-Corruption Act.

6.11.2 This code of conduct has been included in this contract to formally apprise Transnet Suppliers of Transnet's expectations regarding behavior and conduct of its Suppliers.

6.12 Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

6.12.1 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 organization. As such, our transformation is focused on adopting a performance culture and to adopt behavior that will enable this transformation.

6.12.2 Transnet will not participate in corrupt practices and therefore 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, to:
  - ❖ Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
  - ❖ Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
  - ❖ Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behavior of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).

6.12.3 Transnet is firmly committed to the ideas of free and competitive enterprise.

- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend (fronting)

6.12.4 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 will not tolerate any illegal activities. These include, but are not limited to:
  - ❖ Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc.);
  - ❖ Collusion;
  - ❖ Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, B-BBEE status, etc.);
  - ❖ Corrupt activities listed above; and
  - ❖ Harassment, intimidation, or other aggressive actions towards Transnet employees.
- 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.

6.13 Conflicts of Interest

6.13.1 A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet.

- Doing business with family members

- Having a financial interest in another company in our industry

6.14 Provision of bonds and guarantees

6.14.1 The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

6.14.2 The *Contractor* provides a bond or guarantee as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement for the ECC contract.

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

6.15.1 The *Contractor* keeps the following records available for the *Project Manager* to inspect:

- Records of design/construction employees location of work (if appropriate); and
- Records of Equipment used and people employed outside the Working Areas (if applicable).
- Records of utility usage

6.16 The *Contractor's* Invoices

6.16.1 When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

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

6.16.3 The invoice states the following:

Invoice addressed to Transnet SOC Ltd;

Transnet SOC Limited's VAT No: 4720103177;

Invoice number;

The *Contractor*'s VAT Number; and

The Contract number [insert relevant details].

The invoice contains the supporting detail [insert relevant details].

6.16.4 The invoice is presented either by electronic mail or by hand delivery.

6.16.5 Invoices submitted by electronic mail are addressed to:

TRANSNET NATIONAL PORTS AUTHORITY

OCEAN TERMINAL BUILDING

QUAYSIDE ROAD

PORT OF DURBAN

SOUTH AFRICA

4001

For the attention of Finance Department or *Project Manager*

Invoices submitted by hand are presented to:

TRANSNET NATIONAL PORTS AUTHORITY

OCEAN TERMINAL BUILDING

QUAYSIDE ROAD

PORT OF DURBAN

SOUTH AFRICA

4001

The invoice is presented as an original.

6.17 People

6.17.1 Minimum requirement of Contractors design and construction oversight team

a. Construction Health and Safety Officer: Valid registration with South African Council for the Project and Construction management Professions (SACPCMP) as Construction Health and Safety Officer/ Manager (CHSO/CHSM).
b. Construction Project Manager: BSc/BEng/BTech or equivalent qualification/ provide proof of qualifications.
c. Civil Engineer or Civil Technologist BSc/BEng/BTech/NDip qualification. The incumbent Registered with ECSA as Pr.Tech Eng or Pr.Eng
d. Electrical/Electronic Engineer / Technologist BSc/BEng/BTech/NDip qualification. The incumbent Registered with ECSA as Pr.Tech Eng or Pr.Eng
e. Mechanical Engineer BSc/BEng/BTech/NDip qualification. he incumbent Registered with ECSA as Pr.Tech Eng or Pr.Eng
f. IT/OT Infrastructure Specialist Certifications: any hypervisor technology and Cloud Certification equivalent to Configuring Windows Server Hybrid Advanced Services (AZ801), cloud services (e.g., AWS, Azure).
g. Network Specialist Certification in CCNP
h. Cybersecurity / IT Security Specialist Certifications: CISSP, CISM, or CEH and Cybersecurity for Industrial Certification
i. Integration Specialist: Valid certification on SAP IBO/PI and/or Microsoft BizTalk, EDI technologies, and API Integration Development

6.17.2 Minimum requirements of people employed on the Site

Any person employed by the *Contractor* (or their Subcontractors) who works on the construction site must have a valid South African work permit, if they are not South African citizens or permanent residents.

6.17.3 The *Contractor* complies with the following PIRPMP

7.3.2.1 ***CONTRACTOR* LIABILITY**

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

1.2. The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's* employees shall take place on Transnet premises, whether owned or rented by Transnet.

1.3. *The Contractor* shall give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.

1.4. The *Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.

1.5. The *Contractor* is required to develop a Contingency Strike Handling Plan, which plan the *Contractor* is obliged to update on a three monthly basis. The *Contractor* must provide Transnet with this plan and all updates to the Plan. The *Contractor* is responsible to communicate with its employees on site details of the plan.

2. **INDUSTRIAL ACTION BY *CONTRACTOR* EMPLOYEES**

2.1. In the event of any industrial action by the *Contractor*'s employees, the *Contractor* is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.

2.2. The *Contractor* warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the *Contractor*'s employees.

2.3. In the event of any industrial action by the *Contractor*'s employees, the *Contractor* is obliged:

2.3.1. To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the *Contractor* is required to deliver the report at 8h30 each day.

2.3.2. The Industrial Action Report must provide at least the following information:
- 2.3.2.1. Industrial incident report,
- 2.3.2.2. Attendance register,
- 2.3.2.3. Productivity / progress to schedule reports,
- 2.3.2.4. Operational contingency plan,
- 2.3.2.5. Site security report,
- 2.3.2.6. Industrial action intelligence gathered.

2.3.3. The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.

2.3.4. The management of the *Contractor* is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.

2.4. The resolution of any disputes or industrial action by the *Contractor*'s employees is the sole responsibility of the *Contractor*.

2.5. Access to Transnet premises by the *Contractor* and its employees is only provided for purposes of the *Contractor* delivering its services to Transnet. Should the *Contractor* and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will deemed to be trespassing.

6.17.4 The *Contractor* complies with the requirements of the IRCC involving the engineering construction *Contractor*s engaged (including all future *Contractor*s) by the *Employer*.

6.17.5 The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to IR issues are stated in the paragraphs following:

The PIRM is responsible for ensuring that the Contractor complies with the PIRPMP. The PIRM acts on behalf of the *Project Manager*.

6.17.6 The PIRM specific tasks are:

a) To complete the PLA prior to the Contract Date; and
b) To assign specific duties to the PSIRM.

6.17.7 The SIRM is responsible, *inter alia*, for day-to-day IR on the Site and Working Areas through the implementation of the PIRPMP. The SIRM reports directly to the PSIRM and the *Project Manager*.

6.17.8 The SIRM specific tasks are:

a) To liaise with the Contractor prior to the commencement of construction activities (as per the Contractor's programme accepted by the Project Manager) with respect to IR issues under the SIP.

6.18 Subcontracting

6.18.1 The *Contractor* uses one of the following specialists and suppliers as his Sub-Contractors:

There are no Transnet preferred Sub-Contractors (to include suppliers) at present. However, on a project specific basis, please consider Plant installed on (e.g.) adjacent contracts, existing plant at the Site etc. and consider statements for preferred Sub-Contractors for overall compatibility with Transnet owned plant for maintenance purposes or otherwise.

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

6.18.3 Where the *Contractor* employs a Sub-Contractor who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a Sub-Contractor operating on the Site and/or Working Areas, then the *Contractor* ensures that any such Sub-Contractor complies with the CEMP, SES and PES (described under paragraph 2.4 of the *Works* Information) as appropriate and that the subcontract documentation places back-to-back obligations on the Sub-Contractor which reflect the *Contractor*'s obligations under the CHSMP, CEMP SES and PES, all within the *Contractor*'s Quality Management System as per paragraph 2.5 of the *Works* Information.

6.18.4 Where the *Contractor* employs a Sub-Contractor who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a Sub-Contractor operating on the Site and/or Working Areas, then the responsibilities as determined in the construction regulation 5 shall apply.

6.18.5 The *Contractor* ensures that a Sub-Contractor complies fully with the *Contractor's* Quality Management System (as described in the Works Information). Quality system requirements shall be applied on all subcontracts to the point where the acceptability of supplies can be demonstrated solely by the conduct of inspection and/or examination of goods upon receipt at the designated point of delivery.

6.19 Plant and Materials

6.19.1 Quality

6.19.2 The *Contractor* provides Plant and Materials for inclusion in the *works* in accordance with SANS 1200A sub-paragraph 2.1, unless otherwise stated elsewhere in the *Works*

Information provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this *Works* Information or as may be subsequently instructed by the *Project Manager*.

6.19.3 Where Plant and Materials for inclusion in the *works* originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.

6.19.4 The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.

6.19.5 Plant & Materials provided "free issue" by the *Employer*

There is no "free issue" of Plant & Materials by the Employer

6.19.6 The *Employer* provides the following Plant and Materials for the *Contractor* to use in the *works*:

No Plant & Materials will be provided by the Employer.

6.19.7 The Plant and Materials provided by the *Employer* are solely at the risk of the *Contractor* for inclusion in the *works*. The *Contractor* takes responsibility for ensuring the Plant and Materials do not contain a Defect(s) and are in compliance with the standards stated elsewhere in the *Works* Information.

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

6.19.9 *Contractor*'s procurement of Plant and Materials

The Contractor is responsible for the procurement of all equipment, components, and materials required for the delivery of the automated vehicle monitoring system, including the Weigh-in-Motion (WIM), Automatic Number Plate Recognition (ANPR), and associated infrastructure. All procured items must meet the performance and technical specifications outlined in the Works Information and be suitable for long-term use in a port environment.

The Contractor shall:

- Source components from reputable suppliers with proven experience in supplying transportation monitoring systems.
- Ensure all items are delivered **on time**, **fully certified**, and **suitable for use** under South African conditions.
- Obtain warranties for all major equipment (e.g. sensors, cameras, processors, control systems) that are in favour of the Employer and valid for a minimum period of 12 months after Completion.
- Maintain traceability and documentation for all procured items and submit relevant vendor data packs to the Project Manager, including:
  - I. Operating manuals
  - II. Maintenance manuals
  - III. Certificates of origin and compliance
  - IV. Warranty documentation
  - V. Software licenses (where applicable)

- Imported items must be cleared through customs with the necessary documentation, and all freight, insurance, and local logistics arranged by the Contractor. Delivery to Site must be coordinated to avoid disruption to ongoing port operations, with secure storage provided where necessary.
- The Contractor shall ensure all packaging, handling, and storage meets the OEM guidelines and maintains the integrity of sensitive electronic equipment until installation

6.19.10 The *Contractor* performs the following with respect to Plant and Materials procured for the *works*:

The Contractor shall ensure that all Plant and Materials procured—whether sourced locally or internationally—for the automated vehicle monitoring system, including WIM sensors, ANPR cameras, embedded electronics, control cabinets, and related infrastructure, comply with the following minimum requirements:

- Manufacturer's Certification: All items shall be accompanied by a certificate stating the country of origin, the results of factory tests, and conformance to international and SANS specifications.
- Labelling and Identification: Each item must be clearly labelled with durable component nameplates indicating the manufacturer, model number, serial number, software version (if applicable), and any relevant electrical or communication specifications. Shipping marks must be visible and correlate with the shipping documentation.
- Documentation: Each shipment must include instruction sheets, configuration manuals, software codes, and installation guides in English. Where applicable, firmware or embedded software must be pre-registered and licensed.
- Site Delivery & Inspection:
  - ❖ On arrival at the Port of Durban, all shipments will be offloaded under the Contractor's supervision and inspected jointly by the Contractor and the Project Manager.
  - ❖ Items must be unpacked and examined for signs of damage in transit.
  - ❖ Any damages are to be recorded in a formal Damage Report, signed by both the Contractor and the Project Manager, and submitted to the Contractor's insurance broker, with copies issued to both the Project Manager and the Employer within three working days.
- Imports and Customs Requirements:
  - ❖ The Contractor is responsible for all customs clearance activities for imported materials, including payment of duties, VAT, and compliance with port authority requirements.
  - ❖ Items must be routed via the appropriate import terminal and stored securely if delayed in transit.
  - ❖ The Contractor is responsible for transportation from the port to the Site, ensuring protection against theft, water, vibration, and electrical damage.

- Warranties and Guarantees:
  - ❖ The Contractor shall secure direct warranties from vendors or OEMs to be issued in favour of Transnet, covering all major Plant and Materials for no less than 24 months post-Completion.
  - ❖ These guarantees shall be in addition to and not replace the Contractor's own liability under the contract.

- Vesting Certificates:
  - ❖ Where materials are procured in advance or off-site, vesting certificates shall be provided to confirm that Transnet holds legal title to such items before they are considered in the assessment of the Price for Work Done to Date.
  - ❖ The Contractor shall use the vesting certificate template approved by Transnet's Legal and Procurement Departments.

All requirements listed herein must be captured within the Contractor's procurement plan and submitted to the Project Manager for acceptance prior to procurement execution

6.20 Tests and inspections before delivery

6.20.1 In accordance with Core Clauses 40 and 41, the following requirements apply for tests and inspections to be undertaken on Plant and Materials prior to delivery to the Working Areas:

- All major Plant and Materials—including Automated Number Plate Recognition (ANPR) cameras, Weigh-In-Motion (WIM) sensors, embedded control systems, and associated software or server infrastructure—that are procured, manufactured, or assembled off-site (including internationally) must undergo certification testing to verify conformance to technical specifications prior to shipment.
- Given that some components may be sourced internationally, the Supervisor may not be present to witness testing directly. However, certification of such tests by accredited third parties shall be submitted in advance of delivery

6.20.2 The *Contractor* submits to the Supervisor details to certify that tests and inspections have been carried out on Plant and Materials by others which include:

- **AIA**: For verification and functional testing of WIM and ANPR systems, including compliance with IP rating, accuracy thresholds, and communications protocols.
- **INC**: For testing of network integration hardware and embedded software components, verifying cybersecurity conformance and interoperability with port IT systems.
- **OEM Certified Test Reports**: For specialised imported hardware (e.g., radar-based traffic sensors or digital imaging systems), testing to be certified by Original Equipment Manufacturer or approved international test labs.
- **Independent Calibration Labs**: For calibration and accuracy validation of sensor and measurement instruments, including pre-installation baselines.

All test certificates and reports shall be submitted to the Supervisor for review and acceptance no later than **10 working days prior to delivery to Site**.

6.21 Marking Plant and Materials outside the Working Areas

6.21.1 The Contractor prepares and marks items of Plant and Materials outside the Working Areas with durable labels clearly indicating the contract number, equipment ID, manufacturer, date of manufacture, and batch/shipment reference. Each item shall be tagged in a visible location with indelible, weatherproof identification in accordance with Transnet's asset marking standard.

6.21.2 All tagged items shall be photographed, and the photographs digitally submitted to the Supervisor as proof of marking. Designated areas within the manufacturer's or supplier's facility shall be demarcated and sealed off to isolate the equipment intended for this contract from other production items.

6.21.3 Marking is a pre-condition for inclusion in payment assessments. The Contractor shall also provide **vesting certificates** for all off-site Plant and Materials claimed under Clause 70.1. The Project Manager will only approve payment for off-site materials once

the vesting certificate is received, and proper marking is verified by photographic evidence. All marking and documentation must be submitted for review and acceptance prior to dispatch.

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

6.22.1 The Contractor provides the Project Manager with a list of specialised Equipment that will be used in the execution of the works, including but not limited to:

- Portable WIM sensor calibration units;
- Laser alignment tools for ANPR camera positioning;
- Ethernet and fibre optic testing and verification devices;
- Temporary lifting and access equipment for mast and gantry installations.

6.22.2 The above categories of Equipment are subject to the following acceptance and inspection protocols:

- All calibration and testing tools shall have current calibration certificates traceable to SANAS-accredited laboratories;
- Temporary works equipment (e.g. lifting gear, scaffold towers) must be certified by a competent person before use;
- The Project Manager or Supervisor reserves the right to inspect all principal equipment on delivery to the site and prior to commissioning.

The Contractor must submit proof of conformity, operation manuals, and inspection records for all critical equipment prior to use on Site. No Equipment may be used for execution of the Works without written confirmation of acceptance by the Project Manager

6.23 Preparation of post Completion contracts

6.23.1 There will be no post completion contracts under linked to this project

ANNEXURE A – TECHNICAL SPECIFICATION

The following lists the Technical Specifications of the weigh-in-motion system as minimum requirements for the project.

1. System Accuracy and Performance:
    a. Accuracy Class: Class A as per TMH3. (OIML R 134-1)
    b. Speed Range: 0 to 60 km/h (speed range may change depending on local site conditions).
    c. Axle and Gross Weight Accuracy: ±2.5% for axle weight, ±5% for gross weight.

2. Sensor Specifications:
    a. Type of sensors: Bending Plate Sensors, ANPR cameras, Inductive Loop Traffic Detectors or similar.
    b. Night Operation: Allow for infrared illumination.
    c. Temperature Range: -20 ° C to +60 ° C
    d. Climate: Marine Environment
    e. Weather Resistance: IP68 rating.
    f. Durability and Lifespan: 5 years.
    g. Operation requirement: Automated (unmanned)
    h. Maintenance: As per system requirements.
    i. Calibration: Bi-annual calibration or as system required in line with the Legal Metrology Act (Act No.9 of 2014) and applicable codes, regulations, standards and acts.

3. Integration, Communication and Data Management:
    a. ICT Protocol: TCP/IP.
    b. Data Processing: Real-time processing.
    c. Integration: Compatible with existing TNPA ICT systems.
    d. System Storage: Minimum 2TB storage capacity.
    e. Security: AES-256 encryption
    f. Reporting: Automated reporting tools and manipulable dashboards (Power Bi or similar)

4. System Compliance:[1]
    a. Acts, Standards and Regulations:
        i. Legal Metrology Act (Act No. 9 of 2024)
        ii. OIML R134-1 (2009)
        iii. OIML R134-2 (2009)
        iv. TMH3: Traffic Counting Manual
        v. Any other applicable code, regulations or standards
    b. Certification: Legal metrology certification with National Regulator for Compulsory Specifications (NRCS).

C4 SITE INFORMATION

PART 4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

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

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

1. Description of the Site and its surroundings

1.1. General description

The Port of Durban is the largest and busiest shipping terminal in sub-Saharan Africa. It handles than 30 million tons of cargo annually and is visited by approximately 4500 commercial vessels every year. The port operates 24 hours a day.

Figure 1: Port of Durban

Access to Quayside Road is from Margaret Mncadi Avenue. The *Contractor* notes that the roads carry a high proportion of heavy and light vehicle traffic serving the Port Terminals, in the Port of Durban, Kwa-Zulu Natal, South Africa.

The construction site that is available to the *Contractor* is the area around the main entrance facility located on Quayside Road.

1.1 Working Hours

Normal working hours at the Port of Durban are from 08:00 to 16:30, Monday to Friday. The appointed *Contractor* should abide by these working times, or in the event where a deviation is proposed, approval by the *Project Manager* will be required.

1.2 Access Permit Controls

There is a card access system to enter the Port Area. The Port Staff will arrange the required access permits and issue them to the *Contractor* free of charge. Should any person lose his/her access permit these will be replaced at a price to be confirmed by TNPA security and will be paid by the *Contractor*. This will also apply if permits are not returned at the end of the project completion.

1.3 Health and Safety

Transnet National Ports Authority has a strict health and safety policy in place. No persons may enter the site and undertake work on the site until undergoing the mandatory induction. The induction will be arranged by the Port staff at no cost to the *Contractor*.

The *Contractor* does not need to rely on the First Aid and Emergency facilities operated by TNPA within the Port of Durban. The *Contractor* shall be responsible for providing its own first aid facilities as per the Health and Safety Specifications on Site. In all other respects the *Contractor* complies with the requirements stated within the *Employer's* Health and Safety Standard issued with this Works Information.

1.4 Basic Site Risk

In the case where the *Contractor* requires to conduct any measurement at the *Employers* site, they shall duly inform the employer in writing (email, letter etc) and the *Employer* shall assist with the lockout and safety procedures to be followed at the respective site.
The *Contractor* shall be required to conduct a risk assessment and ensure all risk mitigation measures recommended are implemented during the project.

2. Description of Works Location

The area of works is in close proximity to Margaret Mncadi Avenue (Victoria Embankment) and railway lines. In view of this, constant awareness and monitoring of the traffic is suggested. Safe working distances are also to be maintained at all times. Flagmen and signage are required where necessary to manage the traffic using the Quayside Road entrance facility.

The work is to be conducted in such a way so as not to disrupt any operations or daily activities. This shall be done with the use of flagmen and other means to control the traffic to not disrupt the flow of traffic. The *Contractor* shall allow for working under these conditions. Access to areas adjacent to the construction site shall be maintained at all times.

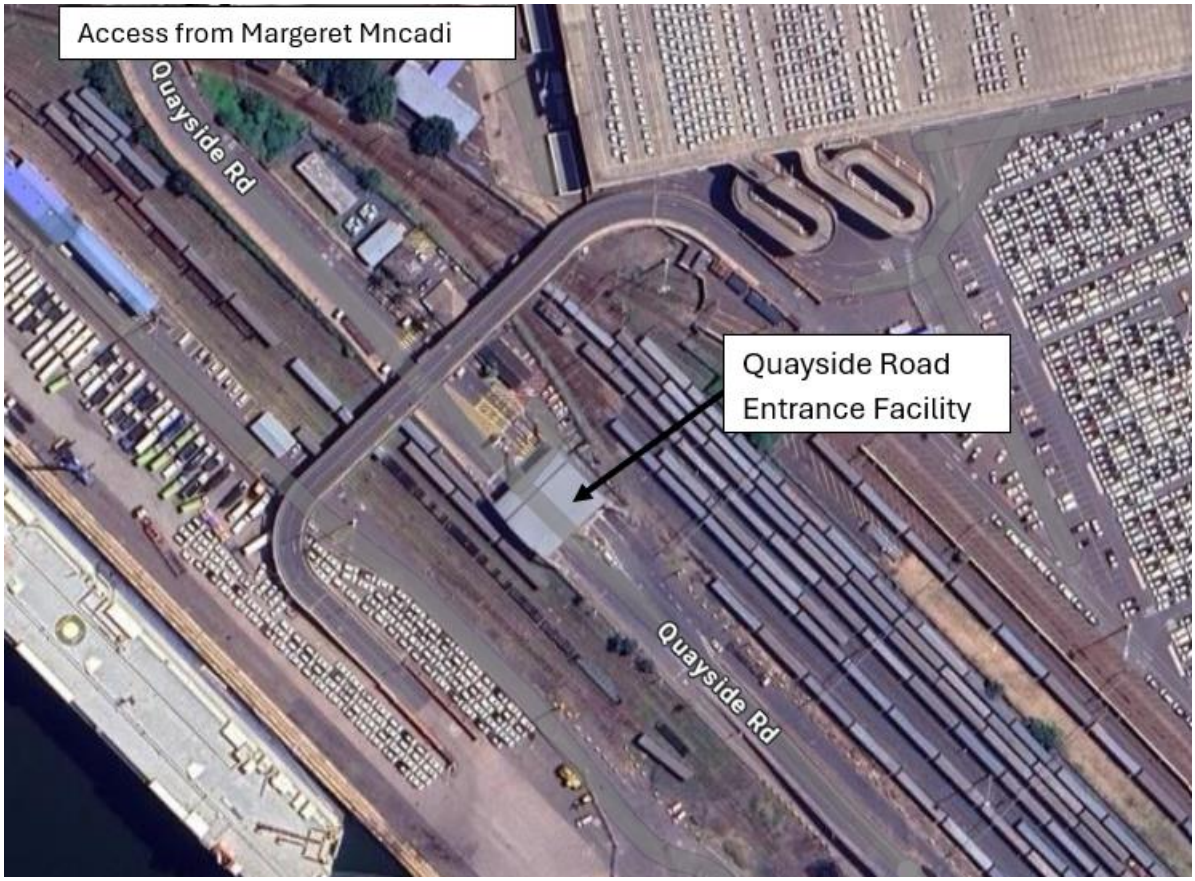

Figure 2: Quayside Road Entrance Facility (-29.863229, 31.033914)

2.1. Road Layout and Details

The Quayside Gate Facility is a bidirectional gate facility comprising of four lanes – two inbound lanes for entry and two outbound lanes for exit. The roadway is elevated when travelling from Margeret Mncadi Avenue, over Quayside road bridge, and then levels off as you approach the gate facility. The roadway is relatively level once reaching the gate facility and entering the port-controlled area.