Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE RENOVATIONS TO B4/43 (WORKSHOP 24) AND VARIOUS STORES WITHIN THE WORKSHOP, AT BAYHEAD PRECINCT IN THE PORT OF DURBAN FOR A PERIOD OF SIX (6) MONTHS

RFP NUMBER	**: TNPA/2026/08/0003/114629/RFP**
ISSUE DATE	**: 20 November 2026**
COMPULSORY BRIEFING	**: 27 November 2026**
CLOSING DATE	**: 20 January 2027**
CLOSING TIME	**: 14h00**
TENDER VALIDITY PERIOD	**: 12 weeks from closing date**

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	**RENOVATIONS TO B4/43 (WORKSHOP 24) AND VARIOUS STORES WITHIN THE WORKSHOP, AT BAYHEAD PRECINCT IN THE PORT OF DURBAN FOR A PERIOD OF SIX (6) MONTHS**
TENDER DOWNLOADING	**This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.**
CIDB NOTICE	**A Tender notice from CIDB can be accessed at CIDB website https://www.cidb.org.za/cidb-tenders/currenttenders/**

COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at **223 Maydon Road (Maydon Wharf), Durban on the 27 November 2026,** at **10:00am [10 O'clock]** for a period of ± two (2) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late. **A Site visit/walk will take place, tenderers are to note**: • 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 breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. Certificate of Attendance in the form set out in the **Returnable Schedule T2.2-01** hereto must be completed and submitted with your Tender as proof of attendance is required for a **compulsory** tender briefing.

	Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the *Employer's* Representative. **Tenderers failing to attend the compulsory tender briefing will be disqualified.**
CLOSING DATE	**14:00 on 20 January 2027** Tenderers must ensure that tenders are uploaded timeously onto the system. **If a tender is late, it will not be accepted for consideration**.

2. TENDER SUBMISSION

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

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

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

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

b) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.

c) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same

company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.

d) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.

e) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.

f) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.

4.2. Not necessarily accept the lowest priced tender or an alternative Tender;

4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;

4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;

4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;

4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;

4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;

4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);

4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.

4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.

4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-11, [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer*:*

- *unduly high or unduly low tendered rates or amounts in the tender offer;*
- *contract data of contract provided by the tenderer; or*
- *the contents of the tender returnables which are to be included in the contract.*

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

Supplier Number…… and Unique registration reference number……(Tender Data)

The following whistle blowing channels area available to report incidents:

1.1 Toll Free No: 0800 003 056
1.2 Email Address: Transnet.Reportit@outlook.com
1.3 SMS: 063 786 7403
1.4 Please Call me number: *120*0637867403
1.5 A dedicated Website: https://whistleblowersoftware.com/secure/Transnet

SECTION 1: SBD1 FORM

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE THE MAINTENANCE OF BUILDING AND MARINE DEPOT IN THE PORT OF DURBAN FOR A PERIOD OF SIX (6) MONTHS							
BID NUMBER:	**TNPA/2026/08/0003/114629/RFP**	ISSUE DATE:	**20/11/2026**	CLOSING DATE:	**20/01/2027**	CLOSING TIME:	**14:00**
DESCRIPTION	**RENOVATIONS TO B4/43 (WORKSHOP 24) AND VARIOUS STORES WITHIN THE WORKSHOP, AT BAYHEAD PRECINCT IN THE PORT OF DURBAN FOR A PERIOD OF SIX (6) MONTHS**						

BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS

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.

The Transnet Digital Procurement System (TDPS) Supplier Submission Portal can be accessed as follows:

a) Log on to the Transnet eSupplier website/Portal (**https://transnetetenders.azurewebsites.net**)

b) Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all (must fill in all mandatory information is completed) OR;

- - to sign in if already registered;

c) Click on "ADVERTISED TENDERS" to view advertised tenders;

d) Toggle (click to switch) the "Log an Intent" button in order to be able to activate the submission of a bid;

e) Respondents are to submit bid documents by uploading them onto the system against each tender selected. **A Bidder can upload 30mb per upload and multiple uploads are permitted.**

g) Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.

h) No late submissions will be accepted.

i) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.

j) 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.

k) 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.

L) A detailed bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

BIDDING PROCEDURE / TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**Hlengiwe Dlamini**
TELEPHONE NUMBER	
FACSIMILE NUMBER	
E-MAIL ADDRESS	TNPAtenderenquiriesdbn@transnet.net

SUPPLIER INFORMATION **NB- Contact details below will be used to make contact with the tenderer. Return of other contact details anywhere else in the tender document will NOT be used to contact the tenderer.**				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

IT IS A CONDITION OF THIS BID THAT THE TAX MATTERS OF THE SUCCESSFUL RESPONDENTS BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH SOUTH AFRICAN REVENUE SERVICE (SARS) TO MEET THE RESPONDENTS TAX OBLIGATIONS.

	TCP PIN		OR	CSD NO	
SUPPLIER COMPLIANCE STATUS	☐ Yes ☐ No		**OR**	**BBEEE STATUS LEVEL SWORN AFFIDAVIT**	
If Yes, Who was the Certificate issued by?					

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	☐	A REGISTERED AUDITOR
		NAME:

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]

5 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	**6** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER QUESTIONAIRE BELOW]
Signature of the Bidder	……	Date:	……

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO

DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**TAX COMPLIANCE REQUIREMENTS**
1.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
1.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
1.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
1.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
1.5	IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
1.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
1.7	RESPONDENTS 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. ONLY FOREIGN SUPPLIERS WITH NO LOCAL REGISTERED ENTITY NEED NOT REGISTER ON THE CSD. THE CSD CAN BE ACCESSED AT HTTPS://SECURE.CSD.GOV.ZA/.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE:_____

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 Bill of Quantities
	Part C3: Scope of work	C3.1 Works Information

	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Contracts Specialist
	Name:	Hlengiwe Dlamini
	Address:	237 Mahatma Gandhi, Queens Warehouse Building, Durban
	E – mail	TNPAtenderenquiriesdbn@transnet.net

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

1. **Stage One Step One – Eligibility with regards to Test for Administrative and substantive Responsiveness**
   The test for administrative and Substantive responsiveness will include the following:

Administrative & Substantive 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 Bid document has been duly signed by the authorised respondent
• Whether any general and legislation qualification criteria set by Transnet, have been met
• Whether the Bid contains a priced offer. **Respondents are required to complete the BOQ in full, failure to complete may result in disqualification of the tender.**
• Whether the Form of Offer & Acceptance is completed in full and signed.
• Whether the Bid materially complies with the scope and/or specification given

2. **Stage One Step 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

3. Stage One Step 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 **5GB or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)
Joint ventures are eligible to submit tenders subject to the following:
1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **5GB 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 One Step Four - Eligibility in terms of Technical Pre-Qualification criteria

The following eligibility criteria will form the basis of evaluating all tenders and failure to comply will result in the elimination of the tender:

- Tenderer must appoint a Site Supervisor responsible for all structural works who is registered with the Engineering Council of South Africa (ECSA) as a Professional Engineer or Professional Engineering Technologist.
- Tenderer to submit a valid proof of registration with South African Council for the Project and Construction Management Professions (SACPCMP) for the Safety officer to be appointed to the project.
- Tenderer must provide a qualified bricklayer (mason) with a SAQA-recognised occupational qualification or trade test certificate who will be responsible for all masonry works on the project.

Any tenderer 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 RFP briefing attendance register and a certificate of attendance in the form set out in T2.2.01. Either T2.2-01 (certificate of attendance) or the RFP briefing attendance register will be used as form of evidence to verify the bidder's attendance.** 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: ▪ Contact person and details: ▪ The Tender Number: TNPA/2026/08/0003/114629/RFP ▪ The Tender Description: The renovations to B4/43 (Workshop 24) and various stores within the workshop, at Bayhead Precinct in The Port of Durban for a period of six (6) months Documents must be marked for the attention of: ***Employer*'s Agent: Hlengiwe Dlamini**
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: **14:00** on the **20 January 2027** Location: The Transnet e-Tender Submission Portal: (https://transnetetenders.azurewebsites.net); **NO LATE TENDERS WILL BE ACCEPTED**
C.2.16	The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

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

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

2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], **CIPC B-BBEE Certificate** or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. A valid CIDB certificate in the correct designated grading;
4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C.3.11. Only tenders that are Administratively and Substantively Responsive 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.

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

Up to 20/10 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

Selected Specific Goal	Number of points allocated (20)	Number of points allocated (10)
B-BBEE Status Level of Contributor 1 or 2	04	02
30% Black Women Owned Entities	06	03
EME or QSE 51% Black Owned	10	05
Non-Compliant and/or B-BBEE Level 3-8 contributors	0	0

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

Specific Goals	Acceptable Evidence
B-BBEE 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
30% Black Women Owned Entities	Certified copy of ID Documents of the Owners
EME or QSE 51% Black Owned	• Audited Annual Financial • B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate

The maximum points for this bid are allocated as follows:

DESCRIPTION	POINTS	POINTS
PRICE	80	90
B-BBEE Status Level of Contributor 1 or 2 30% Black Women Owned Entities EME or QSE 51% Black Owned	20	10
Total points for Price and Specific Goals must not exceed	100	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 compromise the tender process and persons in the employ of the state.

4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are objective criteria which will justify

the award of the tender to another tenderer. The objective criteria Transnet may apply in this bid process include;

a) Bidder is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
b) Award of business to a bidder who did not score the highest points on price and specific goals, should the price of highest ranked bidder be underquoted and is not market related.
c) 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;
d) 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;
e) Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment;
f) It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;
g) The tenderer or its members, directors, partners:

- Is under restrictions as contemplated in the Integrity Pact,
- Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;

h) cannot, as necessary and in relation to the proposed contract, demonstrate that it possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
i) has no legal capacity to enter into the contract;
j) is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered

pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;

k) does not comply with the legal requirements, if any, stated in the tender data; and

l) is not able to perform the contract free of conflicts of interest.

m) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

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

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

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

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

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

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

T2.2-02 **Stage Two as per CIDB: Eligibility Criteria Schedule -** CIDB Registration 5GB or Higher

2.1.2 Stage Three as per Eligibility in terms of Technical Pre-Qualification criteria:

T2.2-03 **Pre-Qualification Schedule:** Schedule 1

The following eligibility criteria will form the basis of evaluating all tenders and failure to comply will result in the elimination of the tenderer

- Tenderer must appoint a Site Supervisor responsible for all structural works who is registered with the Engineering Council of South Africa (ECSA) as a Professional Engineer or Professional Engineering Technologist.
- Tenderer to submit a valid proof of registration with South African Council for the Project and Construction Management Professions (SACPCMP) for the Safety officer to be appointed to the project.
- Tenderer must provide a qualified bricklayer (mason) with a SAQA-recognised occupational qualification or trade test certificate who will be responsible for all masonry works on the project.

2.1.3 Returnable Schedules:

General:

T2.2-04 Authority to submit tender

T2.2-05 Record of addenda to tender documents

T2.2-06 Letter of Good Standing

T2.2-07 Schedule of proposed Subcontractors

T2.2-08 Compulsory Enterprise Questionnaire

T2.2-09 Non-Disclosure Agreement

Agreement and Commitment by Tenderer:

T2.2-10 Agreement in terms of Protection of Personal Information

T2.2-11 RFP Declaration Form

T2.2-12 RFP – Breach of Law

T2.2-13 Certificate of Acquaintance with Tender Document

T2.2-14 Service Provider Integrity Pact

T2.2-15 Supplier Code of Conduct

1.3.2 Guarantees/Financial/Insurance:

T2.2-16 Insurance provided by the Contractor

T2.2-17 Three (3) years audited financial statements

T2.2-18 Form of Intent to Provide a Performance Guarantee

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions

2.6 C2.2 Bill of Quantities

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:	**223 Maydon Road (Maydon Wharf), Durban**	
On (date)	**27 November 2026**	Starting time: **10:00am**

Particulars of person(s) attending the meeting:

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

Capacity .....

Attendance of the above company at the meeting was confirmed:

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

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

Date .....

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 **5GB or Higher** class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **5GB or Higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

T2.2-03 Pre-qualification Schedule 1: Eligibility in terms of Technical Pre-Qualification criteria

Due consideration must be given to the deliverables required to execute and complete the contract as stated in the Scope of Services and should include but not be limited to:

The following eligibility criteria will form the basis of evaluating all tenders and failure to comply will result in the disqualification of the tender.	**Acceptable Evidence**	**Acceptable Evidence submitted?**	
		Yes	**No**
Tenderer must appoint a Site Supervisor responsible for all structural works who is registered with the Engineering Council of South Africa (ECSA) as a Professional Engineer or Professional Engineering Technologist.	- Valid ECSA registration certificate.		
Tenderer to submit a valid proof of registration with South African Council for the Project and Construction Management Professions (SACPCMP) for the Safety officer to be appointed to the project.	- Proof of registration with the South African Council for the Project and Construction Management Professions (SACPCMP)		
Tenderer must provide a qualified bricklayer (mason) with a SAQA-recognised occupational qualification or trade test certificate who will be responsible for all masonry works on the project	- Valid trade test certificate (Bricklayer/Mason) issued by an accredited institution or a SAQA/QCTO-registered occupational qualification (e.g. Occupational Certificate: Mason).		

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

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: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed		Date	
Name		Position	Chairman of the Board of Directors

B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

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

Name	**Address**	**Signature**	**Date**

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

Signed	.....	Date	.....
Name	.....	Position	Sole Proprietor

T2.2-05: Record of Addenda to Tender Documents

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

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

T2.2-06 Letter/s of Good Standing with the Workmen's Compensation Fund

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

1.

2.

3.

4.

Name of Company/Members of Joint Venture:

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

T2.2-07: Schedule of Proposed Subcontractors

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

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

Provide information of the Sub-contractors below:

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

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

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

Name of Proposed Subcontractor	Address	Nature of work	Amount of Worked	Percentage of work

% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	☐	☐	☐	☐	☐	☐	☐

T2.2-08 : Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.
Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.

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

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

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

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

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

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

Signed		Date	
Name		Position	
Enterprise name			

SBD 6.1

PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

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

1. GENERAL CONDITIONS

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

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

1.2 Either the 80/20 or 90/10 preference point system will apply

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

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

80/20

	POINTS
PRICE	**80**
B-BBEE Status Level of Contributor 1 or 2 30% Black Women Owned Entities EME or QSE 51% Black Owned Non-Compliant and/or B-BBEE level 3-8 Contributors (0)	**20**
Total points for Price and B-BBEE must not exceed	**100**

90/10

	POINTS
PRICE	**90**
B-BBEE Status Level of Contributor 1 or 2 30% Black Women Owned Entities EME or QSE 51% Black Owned Non-Compliant and/or B-BBEE level 3-8 Contributors (0)	**10**
Total points for Price and B-BBEE must not exceed	**100**

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

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

2 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 POINTS AWARDED FOR PRICE

3.3 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	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
30% Black Women Owned Entities	Certified copy of ID Documents of the Owners
EME or QSE 51% Black Owned	• Audited Annual Financial • B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate

5. 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.dtic.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

5.1 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.

5.2 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.

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

5.4 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

5.5 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.

6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contribution Level 1 or 2 = ……(maximum of 04/02 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.

8. SUB-CONTRACTING

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

[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.

(*Tick applicable box*)

YES		NO	

8.1.1 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	

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer

- ☐ Supplier
- ☐ Professional Service provider
- ☐ Other Service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;

(e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(f) forward the matter for criminal prosecution.

WITNESSES 1. …….. 2. ……	…… SIGNATURE(S) OF BIDDERS(S) DATE: ……..

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other

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

related enterprise whether or not they are bidding for this contract?
YES/NO

2.3.1 If so, furnish particulars:
.....
.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium3 will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND

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

COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

T2.2-09: NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Transnet Corporate Centre, 96 Rissik Street, Braamfontein, Johannesburg, Gauteng, 2017

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	.....		

T2.2-10: 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.

T2.2-11: 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 misdemeanors, e.g. traffic offences.

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

NATURE OF BREACH:

_____
_____
_____

DATE OF BREACH:

_____

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

Signed on this _____ day of _____ 20

_____

SIGNATURE OF TENDER

T2.2-12 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

_____

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

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

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

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

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

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

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

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

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

   a) prices;

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

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

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

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

f) Tendering with the intention not winning the tender.

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

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

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

Signed on this _____ day of _____20

_____

SIGNATURE OF TENDERER

T2.2-13 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and

b) Enable Tenderers/Service Providers/Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

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

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

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

2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.

2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.

2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

3.1 Transnet has a '**Zero Gifts'** Policy. No employee is allowed to accept gifts, favours or benefits.

a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.

b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.

c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.

d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during

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

a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and

b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.

3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.

3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

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

b) Labour

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

c) Environment

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

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

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

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

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

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

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

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

4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts,

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

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

5 DISQUALIFICATION FROM TENDERING PROCESS

5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.

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

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.

6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.

6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.

6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:

a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;

b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;

c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;

d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;

e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;

f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:

(i) he made the statement in good faith honestly believing it to be correct; and

(ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;

g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;

h) has litigated against Transnet in bad faith.

6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector

undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.

7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/ Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

8 SANCTIONS FOR VIOLATIONS

8.1 Transnet shall also take all or any one of the following actions, wherever required to:

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

9 CONFLICTS OF INTEREST

9.1 A conflict of interest includes, inter alia, a situation in which:
a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

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

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

9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:

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

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

10 DISPUTE RESOLUTION

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

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

11 GENERAL

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

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

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

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

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

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

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 ……..

T2.2-14 : 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

T2.2-15 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA"):

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:

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

2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (... .....) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.

2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.

2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).

2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party , cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.

2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.

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

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

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

YES		**NO**	

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

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____day of _____ 20

Name: _____

Title: _____

Signature: _____

.....

(Operator)

Authorised signatory for and on behalf of .....Pty) Ltd who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-16: Insurance provided by the *Contractor*

Clause 84.1 in NEC3 Engineering & Construction Contract (June 2005) (amended June 2006 and April 2013) requires that the *Contractor* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

Please provide the following details for insurance which the *Contractor* is still to provide. Notwithstanding this information all costs related to insurance are deemed included in the tenderer's rates and prices.

Insurance against (See clause 84.2 of the ECC)	**Name of Insurance Company**	**Cover**	**Premium**
Liability for death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			

T2.2-17: 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:

.....

.....

.....

.....

.....

.....

.....

T2.2-18: 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 two (2) 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 .....

C1.1: Form of Offer & Acceptance

Offer

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

Renovations to B4/43 (Workshop 24) and various stores within the workshop, at Bayhead Precinct in The Port of Durban for the Period of Six (6) Months

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

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

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

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

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer: .....

(Insert name and address of organisation)

Name & signature of witness ..... Date .....

Tenderer's CIDB registration number: .....

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)		
Name(s)		
Capacity		
for the Employer	Transnet SOC Ltd	
	(Insert name and address of organisation)	
Name & signature of witness		Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

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

PART C1.3 Forms of Securities

Pro forma Performance Guarantee

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

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

Option X13: Performance bond

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

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

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

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

Pro-forma Performance Bond

Transnet SOC Ltd
C/o Transnet National Ports Authority
Transnet Corporate Centre
96 Rissik Street
Braamfontein
Johannesburg
Gauteng
2017

Date:

Dear Sirs,

Performance Bond for Contract No. .....

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

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

{Insert registered name and address of the *Contractor*} (the *Contractor*), for

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

I/We the undersigned .....

on behalf of the Guarantor .....

of physical address .....

.....

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

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

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

3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.

4. This bond will lapse on the earlier of

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

   - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.

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

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

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

   (say) _____

   R _____

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

Signed at ---------- on this ..... day of ..... 20_

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

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	**B:** **Priced contract with bill of quantities**
	dispute resolution Option	**W1:** **Dispute resolution procedure**
	and secondary Options	**X2** **Changes in the law** **X7:** **Delay damages** **X13:** **Performance bond** **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** **Gauteng** **2017**
	Having elected its Contractual Address for the purposes of this contract as:	**Transnet SOC Ltd** **(Registration No. 1990/000900/30) trading through its operating division Transnet National Ports Authority** **237 Mahatma Gandhi Road** **Queens Warehouse** **Port of Durban** **4001**
10.1	The *Project Manager* is: (Name)	**TBA**
	Address	**Building & Marine** **223 Maydon Road** **Maydon Wharf** **Durban, 4001**
	Tel	**TBA**
	e-mail	**TBA**
10.1	The *Supervisor* is: (Name)	**TBA**
	Address	**Building & Marine** **223 Maydon Road** **Maydon Wharf** **Durban, 4001**
	Tel No.	**TBA**
	e-mail	**TBA**
11.2(13)	The *works* are	**The renovations to B4/43 (Workshop 24) and various stores within the workshop, at Bayhead Precinct in The Port of Durban**.
11.2(14)	The following matters will be included in the Risk Register	**1. Working in an operational area.** **2. Working in high voltages area** **3.Working too close to operational machinery**
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	**One (1) week**
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	**The contract period will be three (3) months from the date of the contractor being notified of the acceptance of his tender till the end of three (3) months.**
30.1	The *access dates* are	**Part of the Site** — **Date** **1 Once all SHEQ requirements are approved** — **Variable**
31.1	The *Contractor* is to submit a first programme for acceptance within	**2 weeks of the Contract Date.**
31.2	The *starting date* is	**TBA**
32.2	The *Contractor* submits revised programmes at intervals no longer than	**Two (2) weeks.**
35.1	The *Employer* is not willing to take over the *works* before the Completion Date.	
4	**Testing and Defects**	
42.2	The *defects date* is	**52 (fifty-two) 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	**20th (twenty fifth) day of each successive month.**
51.1	The *currency of this contract* is the	**South African Rand.**

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 place where weather is to be recorded (on the Site) is:	**Port of Durban**
	The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:	**Durban Weather Station**
	and which are available from:	**South African Weather Service 012 367 6023 or info3@weathersa.co.za.**
7	**Title**	**No additional data is required for this section of the *conditions of contract*.**
8	**Risks and insurance**	
80.1	These are additional *Employer*'s risks	**None**
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 "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."**

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

		5 The insurance coverage referred to in 1, 2, 3, and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor.*
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is	**Whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.**
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	**Principal Controlled Insurance policy for Contract**
9	**Termination**	**There is no additional Contract Data required for this section of the *conditions of contract*.**
10	**Data for main Option clause**	
B	**Priced contract with Bill of Quantities**	**No additional data is required for this Option.**
60.6	The *method of measurement* is	**The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.**

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, KwaZulu Natal, South Africa**
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**The Chairman of the Association of Arbitrators (Southern Africa)**
12	**Data for secondary Option clauses**	
X2	**Changes in the law**	**No additional data is required for this Option**
X7	**Delay damages**	
X7.1	Delay damages for Completion of the whole of the *works* are	**R1 500.00 per day**
X13	**Performance bond**	
X13.1	The amount of the performance bond is	**10% of the total of the Prices**
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	**One (1) year after Completion of the whole of the *works***

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

Z1 Additional clauses relating to Joint Venture

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.

Z1.1		**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.***
Z2	**Additional obligations in respect of Termination**	**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)**

Z2.2	**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"**
Z2.3		**Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."**
Z3	**Right Reserved by the *Employer* to Conduct Vetting through SSA**	
Z3.1		**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.**
Z4	**Additional Clause Relating to Collusion in the Construction Industry**	
Z4.1		**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.**

Z5	**Protection of Personal Information Act**	
Z5.1		**The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.**
Z6	**Additional clause relating to Performance Bonds and/or Guarantees**	
Z6.1		**The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the Employer by a financial institution reasonably acceptable to the Employer.**

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			
B	**Priced contract with bill of quantities**			
11.2(21)	The *bill of quantities* is in			
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT		
	Data for Schedules of Cost Components	*Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.*		
41 in SSCC	The percentage for people overheads is:	**%**		
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:		

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

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

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	1-5
C2.2	The *bill of quantities*	1-3
	Signatures	4-5

C2.1 Pricing instructions: Option B

1. The *conditions of contract*

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

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 and 2013 (ECC) Option B states:

Identified and defined terms	11	
	11.2	(21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration. (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events. (28) The Price for Work Done to Date is the total of • the quantity of the work which the *Contractor* has completed for each item in the Bill of Quantities multiplied by the rate and • a proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed. Completed work is work without Defects which would either delay or be covered by immediately following work. (31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

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

1.2. Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

1.3. Guidance before pricing and measuring

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

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

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

2. Measurement and payment

2.1. Symbols

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

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m^2	square metre
m^2-pass	square metre pass
m^3	cubic metre
m^3-km	cubic metre-kilometre
MN	meganewton

MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum[1]	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

2.2. General assumptions

2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.

2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.

2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.

[1] Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work

2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.

2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.

2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

2.3. Departures from the *method of measurement*

2.4. Amplification of or assumptions about measurement items

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

C2.2 The *bill of quantities*

PAYMENT REF.	DESCRIPTION	UNI	QTY	RATE	Total
1. PRELIMINARY & GENERAL, SAFETY AND LABOUR					
1.1.	Site establishment	Sum	1		
1.2.	Supervision for duration of the project	Sum	1		
1.3.	Contractual requirements as per NEC3 ECC including all performance bonds, insurances, etc.	Sum	1		
1.4.	Appointment of SACPCMP registered Safety officer to be on site for the duration of the project.	Sum	1		
1.5.	SHERQ Obligations including Compilation of SHE File and hot work permits	Sum	1		
1.6.	Safety equipment for working at height	Sum	1		
1.7.	Facilities for Contractor (Office and storage shed)	Sum	1		
1.8.	Waste collection and Disposal	Sum	1		
1.9.	Site De-establishment	Sum	1		
Sub-Total (excluding VAT) to be carried over to Sub-total collection					
2. Paint Store					
2.1.	Cut out and remove damaged concrete, square cutting edges to a minimum 10mm depth, and remove all unsound and loose material down to a clean sound surface	m²	22		
2.2.	Sandblast existing corroded high yield steel reinforcement bars to remove rust, scale, and contaminants. Surface finish to SA 2.5 standard. Include protection of surrounding areas	m²	20		
2.3.	Cut out and replace severely corroded Y12 (12mm diameter) high tensile steel reinforcement bars. Supply, cut, bend, and fix new Y12 bars to match original layout. Mechanically splice or lap join to existing bars. Include all fixing accessories.	m	30		
2.4.	Prepare and clean the exposed reinforcing steel and apply approved ZR primer (epoxy zinc primer)	m²	42		
2.5.	Supply and apply structural wet to dry concrete epoxy adhesive (properties: density mixed 1.66g/m^3 semifluid paste compressive strength 100MPa, tensile strength 18MPa, blue grey colour) to the sound and prepared concrete	m²	22		
2.6.	Supply and apply approved grade trowellable polymer modified, structural repair mortar containing migrating corrosion inhibitor (MCI) to a minimum thickness of 10mm	m²	22		

PAYMENT REF.	DESCRIPTION	UNI	QTY	RATE	Total
2.7.	Cure the repaired areas using curing agent with a single-pack acrylic emulsion, bonding and curing agent.	m²	22		
2.8.	Remove flaking concrete roof slab paint and apply double coat of universal alkyd-based undercoat	m²	70		
2.9.	Prepare concrete roof slab and apply double coat of paint (white colour)	m²	70		
2.10.	Remove flaking wall paint and apply double coat of universal alkyd-based undercoat	m²	180		
2.11.	Prepare interior walls and apply double coat of paint (white colour)	m²	180		
2.12.	Remove all previous coatings, prepare the floor and apply epoxy (Green) with markings (Yellow and Grey)	m²	70		
2.13.	Replace missing dustproof horizontal aluminium louvers with its accessories (500mm x 3m), complete with all necessary accessories, fixings, and weatherproofing seals.	No.	4		
2.14.	Carefully open existing cracks in brick wall to a minimum width of 10mm and depth of 10mm on both sides where mirrored. Clean and prepare crack for repair. Install grease nipples (or similar) at suitable intervals to allow for injection, monitoring, or controlled movement.	m	50		
2.15.	Fill previously opened cracks in the brick wall using two-component structural repair epoxy mortar. Apply and smooth with a trowel between installed nipples on the exterior face and fully fill and finish cracks on the interior face. Ensure proper adhesion and flush finish	m	50		
2.16.	Inject cracks using a grease gun connected to pre-installed grease nipples, starting from the lowest point. For cracks ≥1mm wide, inject liquid non-structural epoxy adhesive. For cracks <1mm wide, inject low-viscosity crack injection compound. Ensure full penetration and monitor backflow at adjacent nipples.	m	50		
Sub-Total (excluding VAT) to be carried over to Sub-total collection					
	3. Gas Store				
3.1.	Supply and install 1.5m long, 150mm diameter hot-dip galvanised mild steel bollards with welded end caps. Bollards to be installed 1.0m above ground and 0.5m below ground in concrete footing, spaced at 1.0m centres in front and on sides of the gas store.	No.	34		

PAYMENT REF.	DESCRIPTION	UNI	QTY	RATE	Total
3.2.	Prepare and paint 1.5m high, 150mm diameter hot-dip galvanised mild steel bollards with alternating black and yellow diagonal stripes at 100mm intervals. Surface to be degreased, primed, and painted with two coats of marine-grade, UV-resistant enamel paint suitable for coastal environments.	No.	34		
3.3.	Prepare and plaster internal and external clay brick walls of the gas store using cement-sand plaster (1:4 mix). Ensure a minimum plaster thickness of 15mm, providing a smooth, dense, and non-combustible finish in compliance with SANS 10087-1 and fire safety regulations	m²	200		
3.4.	Apply two (2) coats of universal alkyd-based undercoat to plastered clay brick walls of the gas store.	m²	200		
3.5.	Prepare previously undercoated plastered walls and apply two (2) coats of high-quality, washable white paint	m²	200		
3.6.	Supply and install 1mm thick galvanised steel safety sign boards, complete with appropriate safety signage (vinyl lettering or printed) as per regulations. Mount securely using hot-dip galvanised bolts and washers.	No.	10		
3.7.	Supply and mount to brick wall mild steel galvanised cylinder brackets, complete with front securing chains. Brackets to be fixed 1.0m above finished floor level and securely anchored to support standard gas cylinders in compliance with safety regulations. (Number of brackets 150)	m	70		
3.8.	Supply and mount mild steel galvanised cylinder brackets with front securing chains. Brackets to be fixed to a horizontal mild steel support (galvanised), securely fastened to support standard gas cylinders as per SANS 10087-1. (Number of brackets 120).	m	70		
Sub-Total (excluding VAT) to be carried over to Sub-total collection					
	4. Tool Store				
4.1.	Carefully remove and dispose of existing bird-proofing steel mesh netting. Supply and install dustproof timber panelling measuring 3.0 m x 3.0 m, including all necessary supports and timber frames. Panelling and frames to be securely fixed, sealed against dust ingress, and neatly finished	No.	7		
4.2.	Open existing cracks in brick or concrete walls to a minimum width of 10mm and depth of 10mm. Clean out dust and debris, then fill with a two-component epoxy repair mortar.	m²	30		

PAYMENT REF.	DESCRIPTION	UNI	QTY	RATE	Total
4.3.	Remove all loose, flaking, and peeling paint. Prepare the substrate and apply double coat of universal alkyd-based undercoat	m²	390		
4.4.	Prepare interior walls and apply double coats of interior paint to match existing white colour.	m²	390		
4.5.	Remove all existing floor coatings, prepare the surface, and seal all visible cracks using SABS approved epoxy crack filler, and apply two coats of green epoxy with yellow and grey markings	m²	220		
4.6.	Remove flaking concrete roof slab paint and apply double coat of universal alkyd-based undercoat	m²	220		
4.7.	Prepare concrete roof slab and apply double coat of paint (white colour)	m²	220		
4.8.	Prepare and paint all shelves with two coats of high-quality wood varnish, ensuring a smooth and durable finish. Replace all existing shelf numbering and markings with a new system, clearly labelled and uniformly applied	m²	3223		
4.9.	Prepare and treat double doors, apply wood preservation and apply grey enamel paint (2.2m x 2,3m)	No.	2		
4.10.	Sand down burglar (2.2m x 2.3m) to remove corrosion and flaking paint. Supply and apply double coat of yellow paint colour to match existing	No.	1		
4.11.	Prepare industrial steel storage rack by removing rust, dust, and existing loose coatings through mechanical or manual methods. Apply double coats of anti-corrosion primer	m²	300		
4.12.	Prepare industrial steel storage rack and apply double coat of yellow structural steel paint to match existing colour.	m²	300		
Sub-Total (excluding VAT) to be carried over to Sub-total collection					
5. Carports					
5.1.	Supply and install clear PVC sheets (3.0m x 3.0m) to replace missing sections. Sheets to be UV-resistant, weatherproof, and securely fixed using appropriate fasteners to match the existing installation	No	15		
Sub-Total (excluding VAT) to be carried over to Sub-total collection					
6. B4/ 043 (Workshop 24) Exterior					
6.1.	Demolish/cut away the damaged brick wall on either side of roller door 4m high, 500 mm width, 250mm thickness.	No.	3		

PAYMENT REF.	DESCRIPTION	UNI	QTY	RATE	Total
6.2.	Design and install all bracing and/or shoring necessary to retain walls, steel beams, services and structures to prevent collapsing, caving and displacement	Sum	1		
6.3.	Reconstruct and join to the existing double brick wall up to original dimensions 4m high,500mm width, 250 mm thickness	No.	3		
6.4.	Supply and install shutter boards as temporal door while reconstructing the double brick wall	No.	3		
6.5.	Open existing brick wall cracks to a minimum with of 10mm wide and 10mm deep on either side of the wall where the crack is mirrored on both sides of the wall	m	150		
6.6.	Apply grease nipples or similar at even suitable intervals.	m	150		
6.7.	Fill the opened over crack with two components structural repair epoxy mortar and smooth over with a trowel in between the nipples on the exterior face and on the interior face completely	m	150		
6.8.	Attach a grease gun to the grease nipples starting with the grease nipple at the bottom and inject liquid non-structural epoxy adhesive (1mm and greater wide crack) or low viscosity crack injection compound for cracks (1mm wide or less wide crack)	m	150		
6.9.	Reinstate and service roller door locking mechanism	No.	3		
6.10.	Remove corroded heavy duty 100mm dome grate full Bore covers and replace with new 100mm 180° dome grate full bore	No.	6		
6.11.	Replace missing full bore with new 100mm 180° dome grate full bore	No.	1		
6.12.	Supply and install industrial box Profile Seamless Gutters including brackets (16m height of the workshop)	m	56		
6.13.	Supply and install missing rainwater 110mm PVC downpipes including necessary bends, shoes, 45° connectors and industrial spreaders. (height of the workshop 16m)	No.	15		
6.14.	Install plain fascia board, size 300 x 0.9mm thick including galvanized steel H-profile joiners.	m	56		
6.15.	Replace rotten and missing roof timber to accommodate fascia board (W-30cm X T-7.5cm)	m	56		
6.16.	Cut a hole in the roof that matches the size of the Whirlybird vents (610mm diameter) base. Be cautious when cutting to avoid damaging the underlying structure and services. (height of the workshop 16m)	No.	6		

PAYMENT REF.	DESCRIPTION	UNI	QTY	RATE	Total
6.17.	Install 610mm diameter roof tornado whirlybirds (height of the workshop 16m). Transnet will supply the whirlybirds. Installation only required.	No.	12		
6.18.	Supply and apply SABS approved roofing sealant around the edges of the whirlybird base to create a watertight seal. Diameter 610mm, No. of whirlybirds 12	Sum	1		
6.19.	Replace missing roof sheets with 0.9mm aluminium sheeting with mill finish on one side and Cloud Grey PVDF paint coating to other side including the accessories fixed to the purlins	m²	50		
6.20.	Supply and install category A, heavy industrial grade reinforced aluminium foil insulation with 990kPa burst strength, and water vapour permeance less than 0.002g according to SANS 10177 with fire performance classification of B/B1/2/H&V – with and without sprinklers and fixed concurrent with roof covering, including galvanised steel straining wires. (height of the workshop 16m)	m²	50		
6.21.	Remove vegetation, prepare and apply double coat of brick sealer on the brick wall.	m²	8032		
6.22.	Replace missing and damaged dustproof horizontal aluminium louvers with its accessories (500mm x 3m)	No.	20		
Sub-Total (excluding VAT) to be carried over to Sub-total collection					
7. IBR Shed behind Drydock Clinic					
7.1.	Remove all existing corroded roof IBR sheets, roof accessories i.e. gutters, downpipes and discard.	Sum	1		
7.2.	Supply and install new 'Hula Span' 0,8 mm 'A7 Profile' aluminium roof sheeting with mill finish on one side and corporate grey Colour-Tech PV DF paint coating to other side including accessories fixed to the timber purlins, with stainless steel grade 304 self-tapping screws.	m²	330		
7.3.	Carefully remove existing 610mm diameter whirly birds, preserving condition for reuse. Provide new openings in the replacement roof sheets sized to fit whirly birds. Reinstall whirly birds securely with appropriate flashing and sealing to ensure watertight finish.	No.	5		
7.4.	Supply and install missing tornado aluminium 610mm diameter whirlybird or similar	No.	1		
7.5.	Remove and discard all existing corroded IBR sheeting from all sides of the shed, including gable ends, ensuring safe removal and proper off-site disposal.	m²	720		

PAYMENT REF.	DESCRIPTION	UNI	QTY	RATE	Total
7.6.	Supply and install new 'Hula Span' aluminium sheeting, 0.8 mm thick, in 'A7 Profile', with mill finish on the internal face and Colour-Tech PVDF coating in corporate grey on the external face, installed to all sides of the shed. Include all necessary accessories i.e gable ends and fixings, securely fixed to steel members using Grade 304 stainless steel self-tapping screws.	m²	420		
7.7.	Supply and install UV-stabilised translucent Perspex (acrylic) sheeting, in A7 Profile, to the upper section of the shed walls (above mid-height), for natural daylight transmission.	m²	300		
7.8.	Supply and install new hot-dip galvanised steel roller shutter door, fabricated from steel slats not less than 0.8 mm thick, with chain operated mechanism. Padlock locking provision on both sides of the bottom rail. Door to be installed in an existing opening currently clad with IBR sheeting (2x3m)	No.	4		
7.9.	Supply and install industrial box Profile Seamless gutters including accessories	m	72		
7.10.	Supply and install 100 x 75mm rectangular rainwater downpipes including necessary bends and shoes.	No.	4		
7.11.	Reconstruct damaged brick wall to match existing wall, bond pattern and finish (L=15m, H= 500mm). Include necessary provisions to accommodate and re-anchor existing steel members to the brick wall (e.g., brackets, base plates, or embedded plates.	m²	10		
7.12.	Prepare and apply two coats of SABS-approved brick sealer to the exposed surface of the brick wall.	m²	10		
7.13.	Prepare and paint brickwork with breathable, water-based paint to match the existing cream colour	m²	210		
7.14.	Steel members and welds shall be mechanically de-rusted down to shiny metal. Apply one coat of SABS-approved anti-rust primer, followed by two coats of black enamel paint to match the existing finish.	Sum	1		
7.15.	Replace damaged window units, including frames and infill panels (600mm x 1.1m). New panels to be clear Perspex (acrylic) sheeting, securely fixed in place. Include all necessary materials, fixings and sealants	No.	1		
7.16.	Reconstruct 150mm thick 30MPa concrete ramp, reinforced with steel mesh, with a fall towards existing drainage at the opening. Ramp to include a slip-resistant strips/surface finish. All formwork, compaction, reinforcement, and finishing to be included for a complete installation.	m²	60		

PAYMENT REF.	DESCRIPTION	UNI	QTY	RATE	Total
7.17.	Prepare floor areas with exposed steel members by abrasive blasting to remove rust and contaminants. Supply and install profiled galvanized steel decking, minimum 0.9 mm thick with ribs approximately 30–40 mm deep, securely fixed and levelled to maintain a uniform floor level throughout. Apply suitable bonding primer over decking and steel surfaces. Finally, apply self-levelling floor screed compound to provide a smooth, level finish	m²	70		
7.18.	Prepare existing concrete floor surface by cleaning and priming as required. Apply self-levelling floor screed compound to achieve a smooth, level finish	m²	260		
7.19.	Prepare floors and apply epoxy coating (Sikafloor 381) or similar	m²	330		
7.20.	Supply and replace missing 60 mm × 60 mm hot-dip galvanised angle iron, including all necessary bolts, brackets, and fixings to match existing members in size, material, and alignment. Allow for surface preparation, anti-corrosion primer, and finishing to match existing steelwork	m	36		
Sub-Total (excluding VAT) to be carried over to Sub-total collection					
Sub-Total collection (excluding VAT) to be carried over to form of offer					

	FINAL SUMMARY	
1.	**Preliminary & general, safety and labour**	
2.	**Paint Store**	
3.	**Gas Store**	
4.	**Tool Store**	
5.	**Carports**	
6.	**B4/ 043 (Workshop 24) Exterior**	
7.	**IBR Shed behind Drydock Clinic**	
	Sub-Total collection (excluding VAT) to carried to form of offer	

Notes:

- Respondents are required to complete the BOQ in full, failure to complete may result in disqualification of the tender.

PART C3: SCOPE OF WORK

Document reference	Title	No of page
	This cover page	1
C3.1	*Employer's* Works Information	2-16
	Total number of pages	**18**

C3.1 *EMPLOYER'S* WORKS INFORMATION

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SECTION 1

1 Description of the *works*

1.1 Executive overview

The work that the contractor is to perform includes renovations to workshop 24 and various stores at Bayhead precinct in the Port of Durban. The primary purpose of this document is to outline the scope of services and deliverables that Transnet National Ports Authority (TNPA) will require of a Principal Contractor with necessary experience and expertise to conduct repairs and renovations with minimal disruptions to operations in Port of Durban.

1.2 *Employer's* objectives

The Employer, Transnet Port Authority's objectives is to renovate and carry out necessary repairs to workshop 24 and various stores in the Port of Durban. The Employer intends to appoint Contractor to provide maintenance as per Employer's specifications.

1.3 Deliverables

The work that the contractor is to perform involve the following:

Concrete repairs (delamination, spalling and rebar corrosion)

Tenderer to square cut the edge of identified damaged area to a minimum of 10 mm to avoid feather edging. Remove all unsound and loose concrete including concrete within the square cut edge, down to clean sound surface to a minimum depth of 10mm and ensure concrete behind the reinforced steel is broken/chipped back enough to allow access for priming of steel a minimum of 25mm is recommended. The exposed reinforced steel must be sand blasted to remove all rust. Immediately following preparation and cleaning, the exposed reinforcing steel shall be primed with epoxy zinc primer, a single component liquid epoxy resin, enriched with metallic zinc, offering excellent corrosion protection properties. Application of blue grey (wet to dry epoxy) two component, solvent free, polysulphide modified epoxy adhesive to the prepared concrete. The existing concrete surface should ideally be dry. Apply approved grade trowellable polymer modified, structural repair mortar containing migrating corrosion inhibitor (MCI) to a minimum thickness of 10mm. Cure the repaired areas using curing agent with a single-pack acrylic emulsion, bonding and curing agent

Brickwork (cracks in the brick walls)

Tenderer shall open the cracks using an angle grinder or similar approved mechanical means, to a minimum with of 10mm wide and 10mm deep on either side of the wall where the crack is mirrored on both sides of the wall. Ensuring that any precious crack repair materials are completely removed down to a sound, dry and clean substrate.

Apply grease nipples or similar at even suitable intervals. Using a two components structural repair epoxy mortar fill the opened crack and smooth over with a trowel in between the nipples on the exterior face and on the interior face completely fill the crack with two components structural repair

epoxy mortar. Attach a grease gun to the grease nipples starting with the grease nipple at the bottom and inject liquid non-structural epoxy adhesive for 1mm and greater wide crack and low viscosity crack injection compound for cracks 1mm wide or less wide. Continue filling until resin starts to come out of the grease nipple above and continue this process until the cracks is finished off at the top. Prepare and paint the entire brickwork with breathable, water-based paint to match the existing white colour.

Shoring and Reconstruction of double brick wall (damaged and loose brick work)

Tenderer shall erect shoring at intervals along the walls to support the remaining structure and services. Ensure the shoring is properly secured and capable of bearing the load. Demolish damaged portion of the brick wall using a sledgehammer/jackhammer or similar. Chisel and hammer for precise removal. Prepare and ensure shoring is in place. Inspect the existing foundation for stability and make necessary repairs. Apply SABS approved mortar between each layer and lay matching bricks. Use a level to ensure bricks are laid evenly. Continue laying bricks in staggered joints for strength to match the existing brick type, bonding and colour for uniformity. Ensure proper curing of mortar as per manufacturer specifications. Apply brick seal to the repaired area. Include necessary provisions to accommodate and re-anchor existing steel members (brackets, base plates, or embedded plates), including coring.

Vegetation Removal and Brick Sealing

Tenderer shall remove all vegetation, weeds, roots, creepers and organic growth from cracks, mortar joints and voids within the brick masonry exterior walls. Cut and remove larger vegetation at its base and manually extract root systems from within the masonry. Apply an approved herbicide where necessary to prevent regrowth. Clean the affected brickwork using wire brushes and approved cleaning agents to remove loose material, soil, debris and organic contaminants. Rake out and remove all loose, cracked or deteriorated mortar joints to a suitable depth for repointing. Carefully remove all loose or damaged bricks and clean existing mortar from the brick surfaces and wall cavities. Prepare the substrate and inspect the masonry for defects prior to reinstatement. Apply SABS-approved mortar and relay matching bricks to align with the existing brick type, bonding pattern, colour and finish. Repoint all repaired and defective joints using mortar compatible with the existing masonry. Ensure proper curing of mortar in accordance with the manufacturer's specifications. Upon completion of repairs, apply an approved clear penetrating brick and masonry sealer to the repaired and adjacent areas to prevent moisture ingress, efflorescence and biological growth while maintaining the natural appearance of the brickwork. Ensure all repaired surfaces are clean, structurally sound and free from vegetation upon completion of the works.

Interior Painting (double brickwork)

All previously painted areas must be washed down to remove dirt and other contaminants and allow drying completely before any paint applied. Clean and repair damaged brickwork, remove old paint and coating, neutralize efflorescence. Blistered or peeling of paint shall be completely removed. Surfaces to be painted must be dry and free of dirt, grease, and peeling, flaking paint before painting commences. Surfaces not being painted must be covered against spotting and

spillage by masking tape, spot sheet. All paint used shall be SABS approved, and Painting shall be done in accordance with the requirements of SANS 10305. Paint to be used should have a minimum of 8 years' durability warranty.

The tenderer shall provide a sample of the new paint for approval by the Project Manager prior to procuring and bringing it on site. The tender shall prepare and paint brickwork with breathable, water-based paint to match the existing white color.

Interior Painting (roof slab and walls)

All previously painted areas must be washed down to remove dirt, other contaminants and allow drying completely before any paint applied. Blistered or peeling of paint shall be completely removed. Surfaces to be painted must be dry and free of dirt, grease, and peeling, flaking paint before painting commences. Surfaces not being painted must be covered against spotting and spillage by masking tape, spot sheet.

All paint used shall be SABS approved, and Painting shall be done in accordance with the requirements of SANS 10305.

Paint to be used should have a minimum of 8 years' durability warranty.

The Contractor shall provide a sample of the new paint for approval by the Project Manager prior to procuring and bringing on site.

Interior paint information:

Premium quality interior product with a low sheen finish with outstanding stain resistance. Good interior durability. Low sheen finish resists dirt pick-up. Water based - two topcoats can be applied during the same day. Hard wearing and easy to apply. Excellent interior washability. (Complies with Class 1 of the SABS Standard for scrub resistance – SANS 6258:200 x Edition 2)

Appearance Low Sheen
Colour White and colours from Colour System in Pastel
Base 7, Medium Base 8, Deep Base 9 and Ultra Deep Base 6.
Binder Type Pure Acrylic
Density at 23°C Approx. 1.32
Solids Content By weight: Approx. 48%
By volume: Approx. 34%
Packaged Viscosity Viscosity at 23°C: Approx. 105 KU
Spreading Rate Approx. 8m² to 10m² per litre depending on surface porosity,
profile and application method.
Recommended DFT per coat Min. 30µm. Max. 40µm
Recommended WFT per coat Min. 100µm. Max. 120µm
Flash Point Non-flammable

Floors

Completely remove all previous coatings by abrasive blasting. All surfaces should be clean, dry and free from grease, oil, dirt and loose or disintegrating concrete.

Epoxy paint information

A high solids two-pack epoxy finish specifically designed for concrete flooring. Tough, long wearing and abrasion resistant. Resists scuffing and marring. Excellent resistance to most alkalis, solvents, mild acids and water. Excellent brush and roller application characteristics. May be applied to damp concrete.

Colour	Grey and Yellow
Gloss Level	Gloss
Volume Solids	84%
Typical Thickness	75-100 microns (3-4 mils) dry equivalent to
	89-119 microns (3.6-4.8 mils) wet
Theoretical Coverage	11.20 m²/litre at 75 microns d.f.t and stated volume solids
	449 sq.ft/US gallon at 3 mils d.f.t and stated volume solids
Practical Coverage	Allow appropriate loss factors
Method of Application	Airless Spray, Air Spray, Brush, Roller

The Contractor shall provide a sample for approval by the Project Manager prior to procuring and bringing on site.

Shed Flooring

All the surfaces shall be cleaned, dried and free from grease, oil, dirt and loose particles. Tenderer shall pour a SABS an approved self levelling screed onto the prepared sub-floor. The mixed mortar will flow out and self-level. Use a suitable notched epoxy rake or spreader to obtain the required thickness. An epoxy coating (Sikafloor 381) or similar shall be applied to the floors.

The Contractor shall provide a sample for approval by the Project Manager prior to procuring and bringing on site.

Gutters and Downpipes

Tenderer shall supply and install industrial box Profile Seamless Gutters 150mm O.G including box end cap, boxed fascia hanger**.** Supply and install missing rainwater 110mm PVC downpipes including pipe brackets, necessary bends, shoes and industrial spreaders

Installation of Roof sheets and Whirly birds

The tenderer will be required to supply and install IBR 'Hula Span' 0,8 mm 'A7 Profile' aluminum sheeting with mill finish on one side and corporate grey Color-Tech PVDF paint coating to other side including accessories fixed to timber purlins, with stainless steel grade 304 self-tapping screws.

The whirlybirds will be provided by Transnet National Ports Authority. The tenderer will be required to cut a hole in the roof that matches the size of the Whirlybird vent's base (610 mm

diameter). Cautious must be taken when cutting to avoid damaging the underlying structure. Place the Whirlybird vent over the hole, ensuring it's centred and aligned correctly. Secure it in place using roofing nails or screws. Be sure to follow the manufacturer's recommendations for fastening. Apply roofing sealant around the edges of the vent's base to create a watertight seal. This prevents leaks and ensures the vent stays securely in place. Check the Whirlybird vent's rotation to ensure it spins freely in response to wind. Make any adjustments if necessary.

Bollards

The tenderer will be required to supply and install 150mm hot dipped galvanized mild steel bollards that will be 1.5m high. The 1m to be above the ground level and 0.5m will be concreted in the ground. The bollards to have pipe end caps welded on the top of the pipes. The bollards must be painted with SABS approved yellow and black paint stripes 100mm apart. All paint used shall be SABS approved. Painting shall be done in accordance with the requirements of SANS 10305.

Paint to be used should have a minimum of 8 years durability warranty.

The Contractor shall provide a sample of the new paint for approval by the Project Manager prior to procuring and bringing on site.

Brace/Brackets for Cylinders

Cylinders must be individually chained up. The bracing or brackets should be 1m above the floor area. The bracing shall be securely mounted to the brick wall and horizontal mild steel support. The brackets and bolts should be hot dipped galvanized. All galvanized surfaces must be free from sharp edges, and burrs. No welding must be done after hot dipped galvanizing has been completed.

Safety Sign Boards

All safety signs must be fitted according to the type of gas cylinder. All safety signs must be pop riveted to a 1mm thick galvanized sheet. The galvanized sheet to be bolted to each gate. All bolts to be hot dipped galvanized. The safety signs to be supplied and installed are as follows:
Acetylene cylinder full
Acetylene cylinder empty
LP gas cylinder full
LP gas cylinder empty
Oxygen cylinder full
Oxygen cylinder empty
Mixed welding cylinder full
Mixed welding cylinder empty
Nitrogen cylinder full
Nitrogen cylinder empty
The maintenance of the Gas store shall be done in accordance with requirements of SANS 10087-7 and SANS 10087-3

Corroded IBR cladding all around the Shed

Tenderer shall remove corroded sheets around the shed, supply and install new 'Hula Span' 0,8 mm 'A7 Profile' aluminium sheeting with mill finish on one side and corporate grey Colour-Tech PVDF paint coating to other side including accessories fixed to steel members, with stainless steel grade 304 self-tapping screws. The steel members shall be sandblasted to remove all rust. Immediately following preparation and cleaning, the steel members shall be primed with epoxy zinc primer, a single component liquid epoxy resin, enriched with metallic zinc, offering excellent corrosion protection properties. A double coat of black enamel paint to match the existing finish shall be applied to all steel members,

Tenderer shall supply and install UV-stabilised translucent Perspex (acrylic) sheeting to be clear or light blue, installed at every second panel in an alternating pattern with aluminium cladding. Match the profile and alignment of adjacent aluminium sheeting, and secure to steel members using Grade 304 stainless steel self-tapping screws, neoprene sealing washers, and appropriate cladding accessories. Sheets must have a minimum light transmission of 85%, be weather- and UV-resistant, and rated for outdoor use. Include all necessary trimming, cutting, edge flashings, joint sealants, and transition detailing where Perspex sheets meet aluminium cladding. Installation shall comply with manufacturer's instructions and SANS 10400, ensuring a watertight and wind-resistant finish suitable for the coastal environment.

Sheets shall have a fire performance rating equivalent to Class 1 as per SANS 10177-5, or internationally recognised rating such as EN 13501-1 Class B-s1, d0 or UL 94 V-2. Certification of fire performance shall be submitted to demonstrate compliance with SANS 10400-T (Fire Protection).

Roof sheets and Whirlybirds (Shed)

The tenderer shall supply and install IBR 'Hula Span' 0,8 mm 'A7 Profile' aluminum sheeting with mill finish on one side and corporate grey Color-Tech PVDF paint coating to other side including accessories fixed to steel members, with stainless steel grade 304 self-tapping screws.The tenderer shall supply and install a 610mm diameter aluminium whirlybird vent on the roof, ensuring a comprehensive 5-year guarantee for the product and installation. Be sure to follow the manufacturer's recommendations for fastening. Apply roofing sealant around the edges of the vent's base to create a watertight seal. This prevents leaks and ensures the vent stays securely in place. Check the Whirlybird vent's rotation to ensure it spins freely in response to wind. Make any adjustments if necessary.

Installation of Roller Doors

Tenderer shall supply and install galvanised steel side guides (roller doors), head box, and chain-operated mechanism. Protective flashing to all exposed edges to ensure weatherproofing. Padlock provision on both sides of the bottom rail to allow secure locking from either side (outside). All required structural supports, brackets, and fasteners to ensure safe and secure

operation. Installation must ensure smooth operation from the outside and proper weather sealing. All materials and workmanship to comply with relevant SANS and SABS standards.

Safe equipment for working at height

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

Waste collection and Disposal

The collection and disposal of all the rubble/ waste on site should only be done by contractor or subcontractor with waste disposal licence issued by Transnet National Ports Authority, Port of Durban.

1.4 Reference Documents

a) Construction Regulations Occupational Health and Safety Act.
b) National Ports Act (Act No. 12 of 2005 as amended).
c) SANS 1200 series of Standardised Specification for Civil Engineering Construction.
d) Building regulations
e) Transnet Asbestos Waste Removal Plan

1.5 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
CEMP	Construction Environmental Management Plan
CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager
DWG	Drawings
EO	Environmental Officer
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
QA	Quality Assurance
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment

SIP	Site Induction Programme
SMP	Safety Management Plan

2 Supervision

2.1.1 The Contractor or a responsible person empowered to act for him/her shall be constantly on the site to supervise and receive the instructions of the Project Manager

2.1.2 The Scope of work states the requirements for the repair/renovation methods.

2.1.3 In case where the information presented to the *Contractor* is copyright to the *Employer*, the *Employer* grants permission to the *Contractor* to use such information solely for the purpose of the works only.

3 Construction

3.1 Temporary *works*, Site services & construction constraints

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

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

The *Contractor* bears all costs incurred in providing *Contractor's* personnel with ID cards and access permits to the site.

3.1.3 The *Contractor* is specifically excluded from entering the *Employer's* Operational Areas which are outside the Site and Working Areas. The *Contractor* plans and organises his/her work in such a manner so as to cause the least possible disruption to the *Employer's* operations.

3.1.4 The *Contractor ensures the safe passage of Contractor's traffic to and around the Site and Working Areas at all times that includes providing flagmen, protective barriers, signage and so forth for protection, direction and control of traffic.*

3.1.5 The *Contractor* complies with the following access / egress permissions and restrictions for personnel and Equipment within the Site boundaries requirements of the *Employer*:

- The Contractor ensures that all his/her construction staff, labour, and Equipment remains within his/her allocated and fenced off construction area.
- Prior to bringing Equipment to site the *Contractor* will be required to notify the *Project Manager* as per the NEC 3 communication procedures and provide details of the Equipment to be brought to site and obtain approval from the *Project Manager*, the *Contractor* can only bring equipment once the *Project Manager* issues approval in writing.
- All Contractor's staff and labour complies with the Employers (TNPA) operational safety requirements and are equipped with all necessary PPE, high visibility apparel and floating apparel.

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

3.1.7 The *Contractor's* personnel and Sub-Contractor's on site are restricted from accessing areas outside the approved Working Area.

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

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

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

3.1.9 The *Contractor* keeps daily records of his/her people engaged on the Site and Working Areas (including Subcontractors) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

3.2 Health and Safety 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 A** 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. 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-Contractors 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 *Contractor's* Health and Safety Management Plan (CHSMP).

3.3 Title to Materials from demolition and excavation

3.3.1. The *Contractor* has no title to all materials arising from dismantling, excavation, 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 *Employer* 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 Co-operating with and Obtaining Acceptance of Others

3.4.1. The *Works* will be performed in an operational environment, work will proceed with normal duties, during the renovations the where the repairs will take place the employees or end user will be notify so that there will be no disruption. The *Contractor* shall have to liaise with the project manager in scheduling work and shall comply with all instructions.

3.4.2. The *Contractor* performs the *Works* and co-operates with The *Employer* (including the agents of the *Employer*) who operates on Site during the entire duration of the Contract period.

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

3.5 *Contractor*'s Equipment

3.5.1 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.

3.5.2 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.

3.5.3 The *Contractor* complies with the following:

a) The Contractor shall supply all necessary materials, labour, tools, plant, PPE, demarcating signage as per the latest construction regulation and transport required for the proper completion of the works.

3.6 Equipment provided by the *Employer*

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

3.7 Site services and facilities:

3.7.1. No facilities will be provided by the Employer. The Contractor may, however, make arrangements with the relevant Transnet personnel to make use of ablution facilities that might be on or near the site.

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

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

3.8.1. 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.

3.9 Safety risk management

3.9.1 The *Contractor* complies with the following Safety Management Plan (SMP): All health and safety matters associated with the *works* will be dealt with in accordance with Occupational Health & Safety Act, 1993 (Act No. 85 of 1993) and the Transnet National Ports Authority Health and Safety Specifications contained in **Annexure A** to this *Works Information*.

3.9.2 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.

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

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

- Principal Contractors Organogram
- Letter Of Good Standing with Compensation Fund
- Notification Letter of Construction Work ~ Department of Labour (If Applicable)
- Appointments
- Induction: Employees and Visitors: Staff Medical Certificates
- Principal Contractor's SHEQ Policy
- Health & Safety Plan, Integrated Legal Register, Client Specification
- Fall Protection Plan (If Applicable)
- Risk Assessments: Method Statements: Safe Operating Procedures
- Incidents / Accidents Register and Investigation Reports
- Health And Safety Training Records - Induction Records And Tool Box Talks
- Emergency Contact Telephone Numbers
- Business Continuity Plan Including Emergency Plan
- Documented Proof of Daily Toolbox Safety Talks/ DSTI

- Inspections Checklist
- All Registers
- Welfare Facilities
- Electrical Compliance
- Mandatary Agreement
- Communication Plan
- Training Records and Competency Certificates
- General (Section 37(2), Site Access Certificate)
- Environmental Management Plan

3.10 Environmental and waste management

3.10.1 During the preparation and implementation of the project on site should there be waste generated. The Tenderer will be expected to follow TNPA proper waste management.

- Ensure that high level of housekeeping is maintained at all times .
- Comply with all legal and other requirements including this specification.
- Provide method statement that includes waste management plan

3.10.2 **The Environmental Management Plan (EMP) to be kept on the SHE File must include, but not limited to the following sections detailing possible environmental aspects and impacts and management controls pertaining to aspects and impacts identified:**

- Protection of sensitive/no-go areas;
- Management of hazardous chemicals and flammable substances;
- Pollution control & Spill response;
- Waste Management;
- Environmental education and awareness;
- Protection of marine species and birds;
- Monitoring and auditing

4. Completion, testing, commissioning and correction of Defects

4.1.1. The *work* to be done by the Completion Date

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

Item of work	**To be completed by**
Certificates of Compliance, and paint certificates	Within 2 days prior to Completion.
Snag and inspection before hand over	Within 2 days prior to Completion.
Copy of the Technical Specification	*At Handover*

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

4.1.2.1. Snags if they are being identified at the handover.

4.1.3. Use of the *works* before Completion has been certified.

4.1.3.1. The *Employer* uses the following part / parts of the *works* before Completion is certified by the *Project Manager* which do not constitute take over by the *Employer* for the reason(s) stated: operational reasons.

4.1.4. Materials facilities and samples for tests and inspections

- The Tenderer will be required to provider samples of all paint and material to be used.

4.1.5. Access given by the *Employer* for correction of Defects

- Upon prior arrangement, The Contractor will be granted access to Workshop 24 to correct any defects.

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

a) Safety requirements, develop method statement and risk assessment.
b) Undergo TNPA inductions in order to obtain access permits.
c) Obtain access permits from TNPA permit office.

4.1.7. Operational maintenance after Completion

4.1.8. The *Contractor* performs the following operational maintenance in relation to the *works* after Completion:

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

Plant and Materials Standards and Workmanship

4.2. Investigation, Survey and Site Clearance

4.2.1. The Contractor will be responsible for the setting out of the works.

Prior to commencing the works the Contractor records any defects or inaccuracies related to the existing Sheds, workshops where the roller shutter doors will be replaced and presents this record to the Project Manager for acceptance. Only items recorded in this manner will be accepted as having pre-existed the Works and the remedying of all other damage will be the Contractors responsibility and for his/her cost.

Workmanship

4.2.2. The Contractor shall ensure that all sub-Contractors have obtained a copy of the *Works* Information requirements and that the sub-Contractors have thoroughly familiarised themselves with the contents of the Works Information. The Contractor shall also ensure that all sub-Contractors are suitably qualified and experienced to carry out the work for which they have been sub-contracted.

4.2.3. The *Project Manager* may, at his discretion, require a Quality Audit of Sub-Contractor (s) to ensure that the sub-Contractor(s) have the necessary management, facilities, skilled staff and quality control facilities to provide the Works to ensure compliance with the Works Information.

4.3. Particular Specifications

4.3.1. Refer to the following Annexures to this *Works Information:*

Annexure A – Transnet National Ports Authority Health and Safety Specifications

Annexure B – Transnet National Ports Authority Standard Environmental Specifications

4.4. Building works

4.4.1. 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:

4.4.2. 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.

4.4.3. 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.

4.4.4. 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 Manage*r” 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.

4.4.5. 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.

4.4.6. 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 [state particulars of Model Preambles used] used within this paragraph 4.2 of C3.1 *Employer’s* Works Information.

5. List Of Drawings

5.1. Drawings issued by the *Employer*

- The Employer will make available all the available drawings as required by the service provider. Where there are no existing layouts, the Contractor will be required to develop a layout.

SECTION *2*

6. Management and start up

6.1. Management meetings

6.1.1. All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the conditions of contract to carry out such actions or instructions.
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	Queens Warehouse	*Project Manager* (and appropriate key persons) and *Contractor*
Overall contract progress and feedback	Monthly on Friday's	223 Maydon Road, Maydon Wharf	Project Manager, Supervisor (as necessary) safety officer and Contractor
Handover Meeting on completion	Project Completion	223 Maydon Road, Maydon Wharf.	Project Manager, Supervisor (as necessary) and Contractor

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *works*. Records of these meetings are to be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.

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

6.2. Documentation Control

6.2.1. In undertaking the '*Works*', the *Contractor* shall conform and adhere to the following requirement: All incoming documents (external origin) shall be forwarded to the project manager for scanning, filing, including reference, sequential number allocation and registration.

6.3 Insurance provided by the Employer

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

6.4 Records of Defined Cost, Payments, and Assessments of Compensation Events Kept by *Contractor*

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

a) Records of design employee's location of work (if appropriate);

b) Records of Equipment used, and people employed outside the Working Areas (if applicable)

6.5. Quality assurance requirements

6.5.1. The *Contractor* shall have, maintain, and demonstrate its use to the *Project Manager* (and/or the *Supervisor* to satisfy the documented Quality Management System to be used in the performance of the *works*. The *Contractor*'s Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).

6.5.2. The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC Clause 31.2 to include details of:

- Quality Plan for the contract;
- Quality Policy
- Index of Procedures to be used; and
- A schedule of internal and external audits during the contract

6.5.3. The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.

6.5.4. The *Project Manager* indicates those documents required to be submitted for either information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the *Project Manager* responding to documents submitted by the *Contractor* for review or acceptance within the *period for reply* prior to such documents being used by the *Contractor*.

6.5.5. The Quality Plan means the *Contractor*'s statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the *Works* Information

6.6. Programming constraints

6.6.1. The *Contractor* uses programme software package when submitting programme that is accepted by the *Project Manager*.

6.6.2. 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.

6.6.3. The *Contractor*'s programme shows duration of operations in working days [please state here or by cross-reference elsewhere in C3.1 *Employer*'s Works Information to normal hours of a working days and what is a normal working week].

6.6.4. The *Contractor*'s programme shows the following levels:

- Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
- Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below
- Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned a code. The Project Manager notifies any subsequent layouts and corresponding filters on revised programmes.
- Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the *Contractor* relating to all operations identified on the programme representing the daily activities by each discipline.
- A narrative status report, which includes status and performance of operations on the Site and Working Areas; status and performance of operations outside the Working Areas; manpower histograms; S-curve of overall progress; critical action items (top 10) and deviations from the Accepted Programme and action plan to rectify.

6.6.5. 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*.

6.6.6. 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.

6.6.7. The *Contractor*'s weekly programme narrative report includes:

- Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
- 3-week Look ahead Schedule - showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
- Manpower Histogram – reflecting actual, forecasted and planned activities.
- S-curves – reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned values as calculated by the detailed progress report.

6.6.8. The Employer (including the agents of the Employer) operates on Site during [either state specific calendar dates or timings when the Contractor has completed certain elements of the works etc].

6.7. Insurance provided by the Employer

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

6.8. Contract change management

6.8.1. No additional requirements apply to ECC Clause 60 series.

6.9. Provision of bonds and guarantees

6.9.1. The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

6.9.2. The *Contractor* provides a guarantee as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement for the ECC contract.

6.10. Records of Defined Cost, payments & assessments of compensation events kept by *Contractor*

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

a) Records of design employees location of work (if appropriate)

b) Records of Equipment used and people employed outside the Working Areas (if applicable)

6.11. The *Contractor's* Invoices

6.11.1. When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

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

6.11.3. The invoice states the following:

Invoice addressed to Finance Dept Transnet National Ports Authority,

Port Of Durban

P O Box 1027

Durban

4000

Invoice number.

The *Contractor*'s VAT Number; and

The Contract number/ order number

6.11.4. The invoice is presented either by email or by hand delivery.

6.11.5. Invoices submitted by hand delivery, addressed to:

Transnet National Ports Authority

Building and Marine Depot

223 Maydon Road

Maydon wharf

Durban, South Africa

4001

For the attention of The Contract Administrator, Transnet National Ports Authority.

The invoice is presented as an original.

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 serves KwaZulu-Natal, the Gauteng region and a large portion of the Southern African hinterland. The Port of Durban currently handles containers, dry bulk, liquid bulk, automotive and break bulk cargo. The Port of Durban handles approximately 60% of South Africa's container traffic. The port accommodates facilities for the local fishing industry, ship-repair industries, visiting cruise liner vessels and recreational boating.

The Port of Durban is bounded by the city centre to the North, residential areas to the West and East, and industrial land to the South. The layout of the port, indicating the precincts and berth layout, is presented in Figure 1-2. Within the precinct there are roads which are leading to different terminals and buildings. Site owned and operated by TNPA



Figure 1-2: Precincts and berth layout of the Port of Durban

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

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

There are various buildings within terminals in the port. These terminals are operating for the following activities:

- Dry Bulk
- Liquid bulk
- Maritime Engineering
- Harbour Services
- Bunker Services

All these activities attract lot of vehicular movements around the Port of Durban, most being the trucks.

The Contractor shall allow for working under these conditions. Access to areas adjacent to the construction site shall be always maintained. Access to site will be via the existing service road within the Port of Durban.

1.3. Other reports and publicly available information

The Port is exposed to extreme weather conditions such as high wind gusts and high humidity in the summer resulting in the concrete reaching surface temperatures in excess of 50 degrees Celsius.