

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF SERVICES FOR MAINTENANCE AND REPAIR WORKS AT BAYVUE CENTRE, RECREATIONAL CENTRE, MAINTENANCE DEPOT & LIGHTHOUSE WORKSHOP IN THE PORT OF SALDANHA FOR ONCE OFF PERIOD

Transnet National Ports Authorityan Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ)

DESCRIPTION: FOR THE PROVISION OF SERVICES FOR MAINTENANCE AND REPAIR WORKS AT BAYVUE CENTRE, RECREATIONAL CENTRE, MAINTENANCE DEPOT & LIGHTHOUSE WORKSHOP IN THE PORT OF SALDANHA FOR ONCE OFF PERIOD

RFQ NUMBER	: TNPA/2026/08/0002/114660/RFQ
ISSUE DATE	: 22 SEPTEMBER 2026
COMPULSORY BRIEFING	: 01 October 2026
CLOSING DATE	: 09 October 2026
CLOSING TIME	: 16:00
TENDER VALIDITY PERIOD	: 12 weeks from closing date

NB//: The following will lead to disqualification if not submitted.

- : A signed Certificate as proof of attending the compulsory site clarification meeting.**
- : Proof of being registered with Construction Industry Development Board or CIDB Ref No.**
- : A signed and completed form of offer and acceptance form.**
- : A fully completed Bill of Quantities (BOQ)**

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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].

It is estimated that tenderers must have a **CIDB contractor grading designation of 2GB or Higher**.

"The CIDB Standard for Developing Skills through Infrastructure Contracts, published in Government Gazette 43495 dated 3 July 2020 and the CIDB Standard for Indirect Targeting for Enterprise Development through Construction works Contracts, published in Gazette Notice No.36190 of 25 February 2013 is applicable to this project"

DESCRIPTION	MAINTENANCE AND REPAIR WORKS – BAYVUE CENTRE, RECREATIONAL CENTRE, MAINTENANCE DEPOT & LIGHTHOUSE WORKSHOP
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link). FREE OF CHARGE.
COMPULSORY TENDER CLARIFICATION MEETING	A compulsory tender clarification meeting will be conducted at: TNPA Lower Ground Canteen, Port Administration Building, Green Street Saldanha, 1132 Camp Street, Baview centre on 01 October 2026 at 10:00am [10 O'clock] for a period of ± 2 (two) hours. The compulsory tender clarification meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.

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SITE VISIT	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 driver's licences are on them for inspection at the access control gates. Tenderers must complete and sign the attendance register and T2.2-01 (Certificate of attendance). Either T2.2-01 (Certificate of attendance) or the briefing attendance register will be used as a form of evidence to confirm or verify attendance. Tenderers failing to attend the compulsory tender briefing will be disqualified.
CLOSING DATE	16:00 on 09 October 2026 Tenderers must ensure that tenders are uploaded timeously onto the TDPS 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**

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challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.

- b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

All information related to this RFQ 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);

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- 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 T2.2-18], [**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.*
- 4.13. Transnet reserves the right to not award to such a low offer that would pose an unacceptable commercial risk.
- 4.14. Transnet reserves the right to make use of a stand-by contractor for circumstances where the 1st ranked bidder (main contractor) after having accepted the award of business or has signed the contract, indicates that they will not be able to deliver the goods or services or at any time during the execution of the contract, the main contractor is unable to complete the work (delivery of goods and services). The Stand-by contractor would be awarded a contract at the same time as the main contractor; however, the terms will stipulate that the contract will only come into effect if the main contractor has deemed that they can no longer continue the works or if the Employer has deemed the contractor is unable to complete the works due to unavailability of financing to complete the works, poor performance, heavy time delays caused by the contractor and other reasons for termination detailed in the contract in reference to termination. The main contractor will be given sufficient opportunity to remedy the situation before termination is decided. All normal procedures for termination of the main contractor's duties shall follow the relevant terms and conditions of the signed contract, before the stand-by contractor takes over the works. if the standby contractor takes over the works they will only be paid for the remainder of works to be done, and measured as per the relevant clauses for measurement and payment provided in the signed contract. The standby contractor will only receive a Purchase Order after termination of the main contractor obligations; hence the standby contractor shall not incur any expenditure towards this contract in preparation for an event where s/he is called in by the Employer. The Employer will not be liable/accountable for any expenditure incurred by the standby contractor prior to there being a clear communication from the Employer calling on the standby contractor to deliver part of or full purchase order.

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

Transnet urges its clients, suppliers and the general public

to report any fraud or corruption to

TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet.Reportit@outlook.com

IF YOU DON'T REPORT IT, YOU SUPPORT IT!



Email: Transnet.Reportit@outlook.com

Toll free: 0800 003 056

SMS: 0637867403

Please Call Me number: *120*0637867403

Website: <https://whistleblowersoftware.com/secure/Transnet>

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SECTION 1: SBD1 FORM**PART A****INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET NATIONAL PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TNPA/2026/08/0002/114660/RFQ	ISSUE DATE:	September 2026	CLOSING DATE:	09 October 2026	CLOSING TIME:	16:00
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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 e-Tender Submission Portal can be accessed as follows: a) Log on to the Transnet eTenders management platform website/Portal using Google Chrome: transnetetenders.azurewebsites.net; b) Click on "ADVERTISED TENDERS" to view advertised tenders; c) Click on "SIGN IN/REGISTER to register new bidder information and ensure that all mandatory information is completed OR to sign in if already registered; d) Toggle (click to switch) the "Log an Intent" button to submit a bid; e) Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted. f) 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. g) No late submissions will be accepted. h) 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. 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. i) 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. j) A detailed bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net							
BIDDING PROCEDURE/TECHNICAL ENQUIRIES MAY BE DIRECTED TO:							
CONTACT PERSON	TNPATenderenquiriesSLD@transnet.net						
TELEPHONE NUMBER	N/A						
FACSIMILE NUMBER	N/A						

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E-MAIL ADDRESS		TNPATenderenquiriesSLD@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 <u>NOT</u> 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.			
	TCS PIN	OR	CSD No
SUPPLIER COMPLIANCE STATUS	☐ Yes ☐ No	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 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 QUESTIONNAIRE 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	

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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/](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: _____



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T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts published in Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019.

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

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

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

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C.1.4	The Employer's agent is:	Procurement Lead
	Name:	Khulekani Sikhosana
	Address:	1132 Camp Street Bayvue Centre Port Of Saldanha Saldanha.
	E – mail	TNPATenderenquiriesSLD@transnet.net

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

1. Stage One – Test for Responsiveness.

Stage 1.1 - Eligibility with regard to attendance at the compulsory site 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

Stage 1.2 - 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 **2GB 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 **2GB 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



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

Stage 1.3 - Submission of a signed and completed form of offer and acceptance

Stage 1.4 - Submission of a fully completed Bill of Quantities (BOQ).

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

2. Stage Two - Functionality

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

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

Any tenderer that fails to meet the minimum threshold for functionality will result in the tender being disqualified and removed from any further consideration.

3. Stage Three – Evaluation of Final weighted Score:

Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the **80/20** preference points systems. The lowest acceptable tender will be used to determine the applicable preference point system.

4. Stage 4: Risk Assessment

In accordance with CIDB Standard Conditions of Tender, clause C.3.13, a risk assessment will be done on the award of this tender to ascertain whether there will be a potential unacceptable risk to the employer which can't be mitigated satisfactorily prior to award. Risks identified will purely come with the information supplied with tenders during tender evaluation, i.e. need to be clarified for mitigation thereof.

The risks, root causes and mitigations will be identified as part of this process. This is done in keeping with the prescripts of CIDB Standard for Uniformity, Annexure C, Standard Conditions of Tender, C.3.13.

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- C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** Either T2.2-01 (Certificate of attendance) or the briefing attendance register will be used as a form of evidence to confirm or verify 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
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Tenderers are also **required to familiarise themselves with the Tender document in preparation for the compulsory briefing session and ensure they have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorised representative at the site visit.

C.2.12 No alternative tender offers will be considered.

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

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

C2.15.1

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: TNPA/2026/08/0002/114660/RFQ
- The Tender Description:

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Documents must be marked for the attention of: ***Employer's Agent: Khulekani Sikhosana***

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: **16:00 on 09 October 2026**

Location: The Transnet e-Tender Submission Portal: (<https://transnetetenders.azurewebsites.net>);

NO LATE TENDERS WILL BE ACCEPTED

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



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1. A valid Tax Clearance Certificate issued by the South African Revenue Services. **Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. **A valid CIDB certificate** in the stipulated designated grading or higher;
4. Proof of registration on the **Central Supplier Database**;
5. **Letter of Good Standing** with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

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

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

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

Functionality Criteria

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

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

- T2.2-03 Project Organogram
- T2.2-04 Management & CV's of key personnel
- T2.2-05 Previous Experience
- T2.2-06 Health and Safety Management
- T2.2-07 Method Statement

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

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

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

Functionality criteria	Maximum number of points	Scoring guideline	
T2.2-03 - Organogram Tenderers must provide an organogram. Information should be provided in the form of an organisational chart or organogram. No other format will be accepted. The organisational structure must include a clear indication of roles and responsibilities, and the specific function of each team member	10	The Organogram must include, at a minimum, the following five (5) elements. 1. Key personnel 2. On-site and off-site management 3. Reporting lines 4. Number of labourers 5. Specific roles and responsibilities of each member, including legal appointments	10
T2.2-04 Management & CVs of Key Personnel Tenderers are to submit a Team Organogram showing Key Personnel and their respective qualifications and experience within the role. Tenderers shall submit copies of degrees, diplomas and certificates. All copies shall be certified as true by a Commissioner of Oaths. Qualifications and experience (Curriculum Vitae) of key staff required, but not limited to	30	Qualifications and experience (Curriculum Vitae) of key staff required, but not limited to: Project Manager	10
		Qualifications and experience (Curriculum Vitae) of key staff required, but not limited to: Supervisor (Carpenter/Roofing Supervisor)	15
		Qualifications and experience (Curriculum Vitae) of key staff required, but not limited to: Health and Safety Officer.	5
T2.2-05 Previous Experience Tenderers are required to demonstrate their experience in delivering three (3) similar works involving commercial	20	Tenderers must provide reference letters or completion certificates for previously completed projects involving commercial Carpentry/Roofing work. These letters should confirm the successful completion of the projects and must reflect the quality of work delivered. Each letter or certificate must:	20

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Carpentry/Roofing projects within the past five (5) years. To this end, they must submit detailed reference letters or completion certificates that clearly reflect their relevant experience.		- Be on the official letterhead of the referring company; - Be signed and dated by the client; and - Include the contact details of the person providing the reference (for verification purposes). The following information must be clearly verifiable in the reference letter or certificate: - The scope of work performed; - The status of the project (e.g., completed, in progress); - The duration of the work; and - The contract value.	
T2.2-06 Health & Safety Management Overview of the tenderer's Risk Assessment methodology, and submission of risk assessments indicating major activities of the works and how the risks will be addressed and mitigated.	20	- Identify the risks and hazards to which persons may be exposed; - Analysis and evaluation of identified risks and hazards; - Mitigation measures to reduce or control the risks and hazards identified; and - Responsibility for implementing mitigation measures.	20
T2.2-07 Method Statement The tenderers are required to demonstrate a clear and sufficient approach/methodology that will be employed to execute the scope of this project. The Method Statement must, at a minimum, include the following critical elements related to the Scope of Works (but not limited to):	20	- Scope of Work; - Site Preparation and Access; - Materials and Equipment; - Roof Repair Methodology (Method of Execution); - Health, Safety, and Environmental (HSE) Requirements.	20
Maximum possible score for Functionality	100		100

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C.3.13. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems as described in the Preferential Procurement Regulations.

Up to **80** tender evaluation points for price will be allocated where the financial value of the lowest responsive tender received has a value equal to or below R50 million, inclusive of all applicable taxes.

Thresholds	Minimum Threshold
Technical / Functionality	60

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

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

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

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Status Level of Contributor 1 or 2	05
30% Black Women Owned Entities	05
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area - Saldanha	05
Entities Owned by People with Disability (PWD)	2.5
+50% Black Youth Owned Entities	2.5
Non-compliant and/or Level 3-8 contributors	00

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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	-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area - Saldanha	CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and Proof Registered address of entity.
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B- BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

C.3.13 Tender offers will only be accepted if:

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

the tenderer:

 - a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial

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

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

T2.1 List of Returnable Documents

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

T2.2-01 **Stage 1.1 - Eligibility with regard to attendance at the compulsory site clarification meeting:-**
Certificate of attendance at compulsory site clarification meeting. Either the Certificate of attendance or the briefing attendance register will be used as a form of evidence to confirm or verify attendance.

T2.2-02 **Stage 1.2 - Eligibility in terms of the Construction Industry Development Board:** CIDB valid registration as 2GB or higher.

Stage 1.3 - Submission of a signed and fully completed form of offer and acceptance: C1.1

Stage 1.4 - Submission of a fully completed Bill of Quantities (BOQ): C2.2

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

- T2.2-03 **Evaluation Schedule:** Organogram
- T2.2-04 **Evaluation Schedule:** Management & CV's of key personnel
- T2.2-05 **Evaluation Schedule:** Previous Experience
- T2.2-06 **Evaluation Schedule:** Health and Safety Management
- T2.2-07 **Evaluation Schedule:** Method Statement

2.1.3 Returnable Schedules:

General:

T2.2-08 Authority to submit tender



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T2.2-09	Record of addenda to tender documents
T2.2-10	Letter of Good Standing
T2.2-11	Risk Elements
T2.2-12	Availability of equipment and other resources
T2.2-13	Schedule of proposed Subcontractors
T2.2-14	Site Establishment requirements

Agreement and Commitment by Tenderer:

T2.2-15: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

- SBD 6.1 (Preference Point System)
- SBD 4 (Declaration of Interest)

T2.2-16	Non-Disclosure Agreement
T2.2-17	RFQ Declaration Form
T2.2-18	RFQ – Breach of Law
T2.2-19	Certificate of Acquaintance with Tender Document
T2.2-20	Service Provider Integrity Pact
T2.2-21	Supplier Code of Conduct
T2.2-22	Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)
T2.2-23	Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1.3.2 Bonds/Guarantees/Financial/Insurance:

T2.2-24	Insurance provided by the Contractor
T2.2-25	Form of Intent to provide a Performance Guarantee
T2.2-26	Forecast Rate of Invoicing

2.2 C1.2 Contract Data

2.3 C1.3 Forms of Securities

2.4 C2.1 Pricing Instructions

2.5 C2.2 Bill of Quantities

2.6 C3 Works Information

2.7 C4 Site Information

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T2.2-01: Eligibility Criteria Schedule: Certificate of Attendance at Compulsory 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:	TNPA Ground Floor 1132 Camp Street Bayvue Centre Saldanha	
On (date)	01 October 2026	Starting time: 10:00 am

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

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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

- 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 **2GB or higher** class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

- every member of the joint venture is registered with the CIDB;
- 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
- 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 **2GB 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 Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
- 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.

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T2.2-03: Evaluation Schedule: Organogram (10 points)

Note to tenderers:

The tender must provide an organogram. Information should be provided in the form of an organisational chart or organogram. No other format will be accepted. Organisational structure to include a clear indication of roles and responsibilities, and the specific function of each team member.

The Organogram must include, at a minimum, the following five (5) elements:

Key personnel

On-site and off-site management

Reporting lines

Number of labourers

Specific roles and responsibilities of each member, including legal appointments.

Tenderers must include additional project-specific information to demonstrate the completeness of the proposed organisational structure. Additional information may include, but is not limited to:

Qualifications of key personnel.

Years of relevant experience of key personnel.

Professional registration (where applicable).

Any other project-specific organisational information that enhances the proposed project structure and is relevant to the execution of the Works.

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The scoring of the Tender's Organogram criteria is as follows:

	The Tenderer shall submit: a) Tenderers must provide an organogram. Information should be provided in the form of an organisational chart or organogram. No other format will be accepted. The organisational structure must include a clear indication of roles and responsibilities, and the specific function of each team member
Points (15)	10
(score 0)	The Tenderer has submitted no information or has failed to provide the required organogram.
(score 20)	The Tenderer has submitted an organogram addressing one (1) to two (2) of the required elements. The submission is inadequate and does not demonstrate a clear or functional project organisational structure.
(score 40)	The Tenderer has submitted an organogram addressing three (3) to four (4) of the required elements. The organisational structure is partially developed but lacks sufficient detail.
(score 60)	The Tenderer has submitted an organogram addressing all five (5) required elements. The submission demonstrates an acceptable and functional project organisational structure.
(score 80)	The Tenderer has submitted an organogram addressing all five (5) required elements and includes one (1) additional item from the list of additional information above, demonstrating an enhanced organisational structure.
(score 100)	The Tenderer has submitted an organogram addressing all five (5) required elements and includes two (2) or more additional items from the list of additional information above, demonstrating a comprehensive and well-integrated project organisational structure

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T2.2-04: Evaluation Schedule – Management & CV's of key personnel (30 Points)

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

The knowledge, experience and qualifications of assigned key persons in relation to the scope of work will be evaluated as per the scoring criteria from two different points of view, namely:

Relevant experience – relevant experience involved in and knowledge of issues pertinent to the project will be evaluated in accordance with the scoring criteria below. This shall be demonstrated in the form of a Curriculum Vitae (CV) for each key person.

The education, training and skills of the assigned key persons in the specific sector, field, subject, etc. which is directly linked to the Scope of Works. Proof of education and training must be attached to the CV in the form of certified (by a Commissioner of Oaths) copies of formal qualifications, training certificates and professional registration (where applicable) certificates.

The following qualifications are the minimum requirements for the key personnel:

Project Manager – Occupational Certificate, National Diploma, Degree or equivalent (minimum NQF Level 5) qualification in Project Management, Construction Management, Civil Engineering or a related built environment discipline.

Site Supervisor – Trade Certificate in Carpentry or equivalent recognised trade qualification relevant to the scope of works.

Health and Safety Officer – SAMTRAC, National Certificate in Occupational Health and Safety or an equivalent recognised Occupational Health and Safety qualification (minimum NQF Level 4).

Comprehensive CVs should be attached to this schedule:

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

Name

Place(s) of tertiary education and dates associated therewith Qualifications (degrees, diplomas, or certificates)

Name of current employer and position in enterprise Overview of experience (year, organisation, and position)

Outline of recent assignments/experience that has a bearing on the Scope of Works

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

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List of Key Persons assigned to the above disciplines:

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Project Manager		
2	Site Supervisor		
3	Health and Safety Officer		

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The scoring of the Tender's Project Management & CV's of key personnel criteria is as follows:

	Qualifications and experience (Curriculum Vitae) of key staff required, but not limited to: a) Project Manager	Qualifications and experience (Curriculum Vitae) of key staff required, but not limited to: a) Supervisor (Carpenter/Roofing Supervisor)	Qualifications and experience (Curriculum Vitae) of key staff required, but not limited to: a) Health and Safety Officer
Points (30)	10	15	5
(score 0)	No information provided / No Proof of Qualification submitted	No information provided / No Proof of Qualification submitted	No information provided / No Proof of Qualification submitted
(score 20)	Less than three (3) years' relevant experience and Proof of Qualification.	Less than three (3) years' relevant experience and Proof of Qualification.	Less than three (3) years' relevant experience and Proof of Qualification.
(score 40)	Three (3) or more years but less than five (5) years' experience and Proof of Qualification.	Three (3) or more years but less than five (5) years' experience and Proof of Qualification.	Three (3) or more years but less than five (5) years' experience and Proof of Qualification.
(score 60)	Five (5) or more years but less than six (6) years' experience and Proof of Qualification.	Five (5) or more years but less than six (6) years' experience and Proof of Qualification.	Five (5) or more years but less than six (6) years' experience and Proof of Qualification.
(score 80)	Six (6) or more years but less than seven (7) years' experience and Proof of Qualification.	Six (6) or more years but less than seven (7) years' experience and Proof of Qualification.	Six (6) or more years but less than seven (7) years' experience and Proof of Qualification.
(score 100)	Seven (7) or more years' experience and Proof of Qualification.	Seven (7) or more years' experience and Proof of Qualification	Seven (7) or more years' experience and Proof of Qualification.

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T2.2-05: Evaluation Schedule - Previous Experience (20 Points)

Note to tenderers:

Tenderers are required to demonstrate their experience in delivering at least three (3) similar works involving commercial Carpentry/roofing within the past five (5) years. To this end, they must submit detailed reference letters or completion certificates that clearly reflect their relevant experience.

Required Supporting Documentation:

Reference Letters / Completion Certificates

Tenderers must provide reference letters or completion certificates for previously completed projects involving commercial carpentry/roofing. These letters should confirm the successful completion of the projects and must reflect the quality of work delivered.

Each letter or certificate must:

Be on the official letterhead of the referring company.

Be signed and dated by the client.

Include the contact details of the person providing the reference (for verification purposes).

The following information must be clearly verifiable in the reference letter or certificate:

The scope of work performed.

The status of the project (e.g., completed, in progress).

The duration of the work.

The contract value.

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The scoring of the Tender's Previous Experience criteria is as follows:

	Tenderers are required to demonstrate their experience in delivering three (3) similar works involving commercial Carpentry/Roofing projects within the past five (5) years. To this end, they must submit detailed reference letters or completion certificates that clearly reflect their relevant experience. Tenderers must provide reference letters or completion certificates for previously completed projects involving commercial Carpentry/Roofing work. These letters should confirm the successful completion of the projects and must reflect the quality of work delivered. Each letter or certificate must: • Be on the official letterhead of the referring company; • Be signed and dated by the client; and • Include the contact details of the person providing the reference (for verification purposes). The following information must be clearly verifiable in the reference letter or certificate: • The scope of work performed; • The status of the project (e.g., completed, in progress); • The duration of the work; and • The contract value.
Points (20)	20
(score 0)	The Tenderer has failed to address the requirement or has not submitted the required information. The Tenderer has not demonstrated any relevant previous experience in relation to the scope of works
(score 20)	The Tenderer's previous experience has no or very limited relevance to the scope of works and does not demonstrate understanding of the required categories. The Tenderer has experience in one (1) or no projects with minimal relevance to the scope of works. The submission provides poor or insufficient evidence of previous experience in similar works.
(score 40)	The Tenderer's previous experience has limited relevance to the scope of works and demonstrates minimal understanding of the required categories. The Tenderer has experience in two (2) projects relating to the scope of works. The submission provides limited and weak evidence of previous experience in similar works

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(score 60)	The Tenderer's previous experience demonstrates a reasonable understanding and acceptable level of experience in relation to the scope of works. The Tenderer has experience in three (3) projects relating to the scope of works. The submission provides sufficient evidence of relevant previous experience in similar works
(score 80)	The Tenderer's previous experience demonstrates a strong understanding and substantial evidence of capability to execute the required scope of works. The Tenderer has experience in four (4) projects relating to the scope of works. The submission demonstrates extensive relevant experience in projects of a similar nature.
(score 100)	The Tenderer's previous experience demonstrates extensive understanding and high confidence in delivering similar projects. The Tenderer has experience in more than four (4) projects relating to the scope of works. The Tenderer has comprehensive experience in successfully delivering projects of a similar nature.

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T2.2-06: Evaluation Schedule: Health and Safety Management (20 Points)

Overview of the tenderer's Risk Assessment methodology, and submission of risk assessments indicating major activities of the works and how the risks will be addressed and mitigated.

The risk assessment must include the following key elements:

Identify the risks and hazards to which persons may be exposed.

Analysis and evaluation of identified risks and hazards.

Mitigation measures to reduce or control the risks and hazards identified.

Responsibility for implementing mitigation measures.

Tenderers may include additional project-specific Health and Safety information to demonstrate a more comprehensive understanding of the works. Additional information may include, but is not limited to:

Emergency preparedness and response procedures.

Personal Protective Equipment (PPE) requirements.

Incident reporting and investigation procedures.

Inspection and monitoring procedures.

Any other project-specific Health and Safety measures relevant to the execution of the Works.

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF SERVICES FOR MAINTENANCE AND REPAIR WORKS AT BAYVUE CENTRE, RECREATIONAL CENTRE, MAINTENANCE DEPOT & LIGHTHOUSE WORKSHOP IN THE PORT OF SALDANHA FOR ONCE OFF PERIOD

The scoring of the Tender's Health and Safety criteria is as follows:

	Overview of the tenderer's Risk Assessment methodology, and submission of risk assessments indicating major activities of the works and how the risks will be addressed and mitigated. Identify the risks and hazards to which persons may be exposed; Analysis and evaluation of identified risks and hazards; Mitigation measures to reduce or control the risks and hazards identified; and Responsibility for implementing mitigation measures.
Points (20)	20
(score 0)	The Tenderer has submitted no information or insufficient information to allow evaluation of the Health and Safety Management approach.
(score 20)	The Tenderer has submitted a Risk Assessment that is not relevant to the Employer's scope of works and does not demonstrate an understanding of the project-specific health and safety requirements.
(score 40)	The Tenderer has addressed one (1) to three (3) of the required Risk Assessment elements. The submission provides limited detail and does not adequately demonstrate a suitable approach to identifying and managing health and safety risks.
(score 60)	The Tenderer has addressed all four (4) required Risk Assessment elements. The submission demonstrates an acceptable understanding of hazard identification, risk evaluation, mitigation measures, and allocation of responsibilities for implementing controls.
(score 80)	The Tenderer has addressed all four (4) required Risk Assessment elements and includes one (1) additional item from the list of additional Health and Safety information above, demonstrating an enhanced Health and Safety Management approach.
(score 100)	The Tenderer has addressed all four (4) required Risk Assessment elements and includes two (2) or more additional items from the list of additional Health and Safety information above, demonstrating a comprehensive and project-specific Health and Safety Management approach.

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Tender Health and Safety Cost Breakdown

Tenderer (Company)		Responsible Person	Designation		Date
Project/Tender Title		Project/Tender No.	Project Location / Description		
#	Cost element	Unit Cost (R)	# of Units	Total Cost (R)	
1.	Human Resources				
2.	Systems Documentation				
3.	Meetings & Administration				
4.	H&S Training				
5.	PPE & Safety Equipment				
6.	Signage & Barricading				
7.	Workplace Facilities				
8.	Emergency & Rescue Measures				
9.	Hygiene Surveys & Monitoring				
10.	Medical Surveillance				
11.	Safe Transport of Workers				
12.	HazMat Management (e.g. asbestos /silica)				
13.	Substance Abuse Testing				
14.	H&S Reward & Recognition				
15.	Incident Management				
		Total Health and Safety Cost (R)			
		Total Tender Value (R)			
		H&S Cost as % of Tender value			%

Signature:

Designation:

Date:

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF SERVICES FOR MAINTENANCE AND REPAIR WORKS AT BAYVUE CENTRE, RECREATIONAL CENTRE, MAINTENANCE DEPOT & LIGHTHOUSE WORKSHOP IN THE PORT OF SALDANHA FOR ONCE OFF PERIOD

T2.2-07: Evaluation Schedule: Method Statement (20 Points)**Note to tenderers:**

The tenderers are required to demonstrate a clear and sufficient approach/methodology that will be employed to execute the scope of this project.

The Method Statement must, at a minimum, include the following critical elements related to the Scope of Works (but not limited to):

Scope of Work

Site Preparation and Access

Materials and Equipment

Roof Repair Methodology (Method of Execution)

Health, Safety, and Environmental (HSE) Requirements

Tenderers must include additional project-specific information to further demonstrate the completeness of their methodology. Additional relevant aspects may include, but are not limited to:

Quality Control and Inspections.

Completion, Cleaning and Handover.

Any other project-specific methodology or execution approach that enhances delivery of the Works.

Please note: Tenderers are required to provide detailed method statement(s) covering the categories as listed above, aligned to the scope of works.

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF SERVICES FOR MAINTENANCE AND REPAIR WORKS AT BAYVUE CENTRE, RECREATIONAL CENTRE, MAINTENANCE DEPOT & LIGHTHOUSE WORKSHOP IN THE PORT OF SALDANHA FOR ONCE OFF PERIOD

The scoring of the Tender's Method Statement criteria is as follows:

	The tenderers are required to demonstrate a clear and sufficient approach/methodology that will be employed to execute the scope of this project. The Method Statement must, at a minimum, include the following critical elements related to the Scope of Works (but not limited to): • Scope of Work; • Site Preparation and Access; • Materials and Equipment; • Roof Repair Methodology (Method of Execution); • Health, Safety, and Environmental (HSE) Requirements.
Points (20)	20
(score 0)	The Tenderer has submitted no information or insufficient information to allow evaluation of the Method Statement.
(score 20)	The methodology/approach is poorly presented, overly generic, and not tailored to the specific project objectives or scope of works. The submission demonstrates little or no understanding of the project requirements. One (1) to two (2) of the required elements are addressed.
(score 40)	The methodology/approach is partially developed and only limitedly tailored to the project requirements. The submission demonstrates some understanding of the scope of works; however, critical aspects are not adequately addressed. Three (3) to four (4) of the required elements are addressed, but with limited detail and weak alignment to project objectives.
(score 60)	The methodology/approach provides a satisfactory and generally acceptable response to the project requirements. The submission demonstrates an understanding of the scope of works and provides a suitable approach to execution. All five (5) required elements are addressed.
(score 80)	The methodology/approach addresses all five (5) required elements and includes one (1) additional relevant aspect beyond the required elements. The submission demonstrates a well-developed, project-specific approach with clear understanding of execution requirements and implementation.
(score 100)	The methodology/approach addresses all five (5) required elements and includes two (2) or more additional relevant aspects beyond the required elements. The submission demonstrates a comprehensive, well-coordinated, and project-specific execution strategy with strong technical competence and capability to enhance project delivery.

TENDER NUMBER: TNPA/2026/08/0002/114660/RFQ

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF SERVICES FOR MAINTENANCE AND REPAIR WORKS AT BAYVUE CENTRE, RECREATIONAL CENTRE, MAINTENANCE DEPOT & LIGHTHOUSE WORKSHOP IN THE PORT OF SALDANHA FOR ONCE OFF PERIOD

T2.2-08: 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

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF SERVICES FOR MAINTENANCE AND REPAIR WORKS AT BAYVUE CENTRE, RECREATIONAL CENTRE, MAINTENANCE DEPOT & LIGHTHOUSE WORKSHOP IN THE PORT OF SALDANHA FOR ONCE OFF PERIOD

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.

TENDER NUMBER: TNPA/2026/08/0002/114660/RFQ

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF SERVICES FOR MAINTENANCE AND REPAIR WORKS AT BAYVUE CENTRE, RECREATIONAL CENTRE, MAINTENANCE DEPOT & LIGHTHOUSE WORKSHOP IN THE PORT OF SALDANHA FOR ONCE OFF PERIOD

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

TENDER NUMBER: TNPA/2026/08/0002/114660/RFQ

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF SERVICES FOR MAINTENANCE AND REPAIR WORKS AT BAYVUE CENTRE, RECREATIONAL CENTRE, MAINTENANCE DEPOT & LIGHTHOUSE WORKSHOP IN THE PORT OF SALDANHA FOR ONCE OFF PERIOD

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

TENDER NUMBER: TNPA/2026/08/0002/114660/RFQ

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF SERVICES FOR MAINTENANCE AND REPAIR WORKS AT BAYVUE CENTRE, RECREATIONAL CENTRE, MAINTENANCE DEPOT & LIGHTHOUSE WORKSHOP IN THE PORT OF SALDANHA FOR ONCE OFF PERIOD

T2.2-09: Record of Addenda to Tender Documents

This schedule as submitted confirms that the following communications received from the Purchaser 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		

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T2.2-10 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:

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

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF SERVICES FOR MAINTENANCE AND REPAIR WORKS AT BAYVUE CENTRE, RECREATIONAL CENTRE, MAINTENANCE DEPOT & LIGHTHOUSE WORKSHOP IN THE PORT OF SALDANHA FOR ONCE OFF PERIOD

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

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

[illegible]

Part T2: Returnable Schedules

T2.2-11: Risk Elements

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF SERVICES FOR MAINTENANCE AND REPAIR WORKS AT BAYVUE CENTRE, RECREATIONAL CENTRE, MAINTENANCE DEPOT & LIGHTHOUSE WORKSHOP IN THE PORT OF SALDANHA FOR ONCE OFF PERIOD

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

[illegible]

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF SERVICES FOR MAINTENANCE AND REPAIR WORKS AT BAYVUE CENTRE, RECREATIONAL CENTRE, MAINTENANCE DEPOT & LIGHTHOUSE WORKSHOP IN THE PORT OF SALDANHA FOR ONCE OFF PERIOD

T2.2-13: Schedule of Proposed Subcontractors

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

Note to tenderers:

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	

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF SERVICES FOR MAINTENANCE AND REPAIR WORKS AT BAYVUE CENTRE, RECREATIONAL CENTRE, MAINTENANCE DEPOT & LIGHTHOUSE WORKSHOP IN THE PORT OF SALDANHA FOR ONCE OFF PERIOD

% 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
	☐	☐	☐	☐	☐	☐	☐

If the tenderer intends to use Sub-contractor staff for evaluation purposes as one of the Key

Persons identified in T2.2-05 Evaluation Schedule: Project Organogram, Management & CV's: they may do so provided the sub-contractor's company details are listed and attached to this schedule.

If the specialist sub-contractors are not included on this list, together with the agreements between the sub-contractor and main contractor, the specialist sub-contractor's experiences will not be taken into consideration.

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Tenderers to indicate their Site establishment area requirements:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There is no handwriting or other markings on the paper.

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF SERVICES FOR MAINTENANCE AND REPAIR WORKS AT BAYVUE CENTRE, RECREATIONAL CENTRE, MAINTENANCE DEPOT & LIGHTHOUSE WORKSHOP IN THE PORT OF SALDANHA FOR ONCE OFF PERIOD

T2.2-15: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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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

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF SERVICES FOR MAINTENANCE AND REPAIR WORKS AT BAYVUE CENTRE, RECREATIONAL CENTRE, MAINTENANCE DEPOT & LIGHTHOUSE WORKSHOP IN THE PORT OF SALDANHA FOR ONCE OFF PERIOD

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 less than R50 000 000 (all applicable taxes included); or

1.2 Either the 80/20 preference point system will apply. Transnet shall use the lowest acceptable bid to determine the applicable preference point system.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution; and
- (c) Any other specific goal determined in the Transnet Preferential Procurement Policy (TPPP)

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

	POINTS
PRICE	80
B-BBEE status level of contributor 1 or 2	05
30% Black Woman Owned Entities	05
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area - Saldanha	05
Entities Owned by People with Disability (PWD)	2.5
+50% Black Youth Owned Entities	2.5
Non-compliant and/or B-BBEE level 3 – 8 contributors	0
Total points for Price and B-BBEE must not exceed	100

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

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

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2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

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Pmin = Comparative price of lowest acceptable bid

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOAL

- 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
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area - Saldanha	CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and Proof Registered address of entity.
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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

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)

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution 1 or 2: = **05** (maximum of 20 points)

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

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.

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7.1.1 If yes, indicate:

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

(Tick applicable box)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;

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

WITNESSES

1.

.....

SIGNATURE(S) OF BIDDERS(S)

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SBD 4

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or

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.

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indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

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T2.2-16 NON-DISCLOSURE AGREEMENT

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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 2000

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other

Part T2: Returnable Schedules

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- 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

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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.

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.

2.5 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.

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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.

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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

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T2.2-17: 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

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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.

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T2.2-18: REQUEST FOR QUOTATION – BREACH OF LAW

NAME OF COMPANY: _____

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

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T2.2-19 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.

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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

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T2.2-20 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

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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.

OBJECTIVES

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.

COMMITMENTS OF TRANSNET

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

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.

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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.

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.

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.

OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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.

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.

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.

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.

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

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- 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.

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.

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.

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.

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.

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.

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.

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

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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.

INDEPENDENT TENDERING

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

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

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.

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.

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.

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.

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.

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.

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DISQUALIFICATION FROM TENDERING PROCESS

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.

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.

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.

TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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.

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.

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.

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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.

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.

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

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.

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.

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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.

PREVIOUS TRANSGRESSIONS

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.

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.)

SANCTIONS FOR VIOLATIONS

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.

CONFLICTS OF INTEREST

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

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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.

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.

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.

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.

DISPUTE RESOLUTION

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 0 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.

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GENERAL

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

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.

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.

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

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

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T2.2-21: 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.

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- 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)

TENDER NUMBER: TNPA/2026/08/0002/114660/RFQ

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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

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T2.2-22 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

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

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

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

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
Is the Respondent (Complete with a "Yes" or "No")						
A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO		
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity / Business	Role in the Entity / Business (Nature of Interest Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						

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3						
4						
5						

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

2. SERVICE LEVELS

- 2.1 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 2.2 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
- a) Random checks on compliance with quality/quantity/specifications
 - b) On-time delivery
- 2.3 The Service provider must provide a telephone number for customer service calls.
- 2.4 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

YES	
-----	--

NO	
----	--

T2.2-23 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.

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

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

YES	
-----	--

NO	
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- 2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

3. **SOLE AGREEMENT**

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

Signed at _____ on this _____ day of _____ 20__

Name: _____

Title: _____

Signature: _____

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

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T2.2-24: Insurance provided by the *Contractor*

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

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

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T2.2-25: Form of Intent to Provide a Performance Guarantee

It is hereby agreed by the Tenderer that a Performance Guarantee drafted **exactly** as provided in the tender documents will be provided by the Guarantor named below, which is a **bank or insurer registered in South Africa**:

Name of Guarantor

(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date

APPROVED GUARANTEE ISSUERS

ABSA BANK LIMITED GROUP

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BANK OF AMERICA, N.A
BANK OF CHINA LIMITED GROUP
BARCLAYS BANK PLC GROUP
AFRICAN IMPORT-EXPORT BANK
BNP PARIBAS GROUP
CHINA CONSTRUCTION BANK GROUP
CHINA DEVELOPMENT BANK
CITIBANK GROUP
CREDIT SUISSE GROUP
DEUTSCHE BANK GROUP
FIRSTSTRAND BANK LIMITED GROUP
GOLDMAN SACHS INTERNATIONAL
HSBC HOLDINGS GROUP
INVESTEC BANK LTD
JPMORGAN CHASE BANK GROUP
MORGAN STANLEY
MACQUARIE BANK LIMITED
NEDBANK LTD
SOCIETE GENERALE BANK GROUP
STANDARD BANK GROUP
STANDARD CHARTERED BANK GROUP
AFRICAN BANK LTD
BIDVEST BANK LTD
CAPITEC BANK LTD
DISCOVERY BANK LTD
GRINDROD BANK LTD

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SASFIN BANK LTD
ABN AMRO Bank N.V.
BANCO BILBAO VIZCAYA ARGENTARIA S.A
Cooperative Rabobank U.A.
CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK
DANSKE BANK
INDUSTRIAL DEVELOPMENT CORPORATION
ING Bank N.V.
KBC BANK
LANDESBANK BADEN-WUERTTEMBERG
MIZUHO BANK, LTD
NATIONAL AUSTRALIA BANK LIMITED
SKANDINAVISKA ENSKILDA BANKEN
SUMITOMO MITSUI BANKING CORPORATION
SVENSKA HANDELSBANKEN AB
AIG SOUTH AFRICA
BRYTE INSURANCE COMPANY LTD
CREDIT GUARANTEE INSURANCE CORPORATION
GUARDRISK INSURANCE
HOLLARD INSURANCE COMPANY
INFINITY INSURANCE
LOMBARD INSURANCE GROUP
MUTUAL & FEDERAL
RENASA INSURANCE COMPANY

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SANTAM
YARD INSURANCE LIMITED

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T2.2-26: Forecast Rate of Invoicing

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

Index of documentation attached to this schedule:

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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:

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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)

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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

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Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		

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

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

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

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C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X7: Delay damages
		X13: Performance Bond
		X16: Retention
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)

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	Address	Registered address: Transnet Corporate Centre 96 Rissik Street Braamfontein Johannesburg 2000
	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 (TNPA) 1132 Camp Street Bayvue Centre Port of Saldanha 7395
10.1	The <i>Project Manager</i> is: (Name)	TBA
	Address	TBA
	Tel	TBA
	e-mail	TBA
10.1	The <i>Supervisor</i> is: (Name)	TBA
	Address	TBA
	Tel No.	TBA
	e-mail	TBA
11.2(13)	The <i>works</i> are	PROVISION OF SERVICES FOR MAINTENANCE AND REPAIR WORKS AT BAYVUE CENTRE, RECREATIONAL CENTRE, MAINTENANCE DEPOT & LIGHTHOUSE WORKSHOP IN THE PORT OF SALDANHA FOR ONCE OFF PERIOD
11.2(14)	The following matters will be included in the Risk Register	1. Controlled entry to Port Facilities Security of the Port during construction 2. Damages to completed works due to rainfall.
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1."Description of the Site and its surroundings"
11.2(16)	The Site Information is in	Part C4
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.

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13.1	The <i>language of this contract</i> is	English		
13.3	The <i>period for reply</i> is	2 (two) weeks		
2	The Contractor's main responsibilities	No additional data is required for this section of the conditions of contract.		
3	Time			
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	Twelve (12) months from start date		
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met		key date
		1	Safety File Approval	TBA
		2	HAZOP Study	TBA
		3	Testing & Commissioning.	TBA
			Handover and Project Close-out.	TBA
30.1	The <i>access dates</i> are	Part of the Site		Date
		1	Port of Port Saldanha	On approval of Contractor's SHE file and all applicable HSE requirements (Letter of good standing) and site access certificate
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.		
31.2	The <i>starting date</i> is	TBA		
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 (two) weeks.		
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	The Employer reserves the rights to take over completed works prior to the contract Completion Date.		
4	Testing and Defects			
42.2	The <i>defects date</i> is	52 (fifty-two) weeks after Completion of the whole of the works.		
43.2	The <i>defect correction period</i> is	2 weeks		
5	Payment			
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) day of each successive month.		

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51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of the Rand Merchant Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm)
		the number of days with rainfall more than 10 mm
		the number of days with minimum air temperature less than 0 degrees Celsius
		the number of days with snow lying at 08:00 hours South African Time
	The place where weather is to be recorded (on the Site) is:	The <i>Contractor's</i> Site establishment area
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	Port of Port Saldanha
	and which are available from:	South African Weather Service 011 367 6023 or info3@weathersa.co.za. Council for Scientific and Industrial Research (CSIR)'s for the IPOSS Internet link: http://41.160.22.38:2880/rbay/index.html
7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	The work to be done will be done in an operational port environment. 1. On some areas there will be moving traffic (cars and people).
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability

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	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
	2 Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
	3 Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
	4 Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
	Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."
84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.

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	The <i>Contractor</i> provides these additional Insurances	1	Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected
		2	Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the <i>Employer</i> that such plant & materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site.
		3	Should the <i>Employer</i> have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the <i>Contractor's</i> 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.
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is		Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:		Principal Controlled Insurance policy for Contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i> .	
10	Data for main Option clause		
B	Priced contract with Bill of Quantities	No additional data is required for this Option.	

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60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa)
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Saldanha, 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 <i>works</i> are	R 3000.00 (per day)
X13	Performance bond	
X13.1	The amount of the performance bond is	5% of the total of the Prices, on demand. Original to be handed over to the Project Manager
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage is	10% on all payments certified.
X18	Limitation of liability	

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X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil The deductible of the relevant insurance policy The cost of correcting the Defect The Total of the Prices 5 years after Completion of the whole of the <i>works</i>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	
X18.5	The <i>end of liability date</i> is	
Z	<i>Additional conditions of contract are:</i>	
Z2	Additional clause relating to Performance Bonds and/or Guarantees	The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i>.
Z2.1		

Z3 Z3.1	Additional clauses relating to Joint Venture	Insert the additional core clause 27.5 27.5. In the instance that the <i>Contractor</i> is a joint venture, the <i>Contractor</i> shall provide the <i>Employer</i> 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 <i>Employer</i> 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 <i>Contractor's</i> representative; iii. Identification of the roles and responsibilities of the constituents to provide the Works. • Financial requirements for the Joint Venture: iv. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time; v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.
Z3.2		Insert additional core clause 27.6 27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.
Z4	Additional obligations in respect of Termination	

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Z4.1		The following will be included under core clause 91.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and Under the second main bullet, insert the following additional bullets after the last sub-bullet: • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
Z4.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows: Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"
Z4.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z5	Right Reserved by the Employer to Conduct Vetting through SSA	
Z5.1		The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations: 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.
		2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
Z6	Additional Clause Relating to Collusion in the Construction Industry	
Z6.1		The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.
Z7	Protection of Personal Information Act	
Z7.1		The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

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Z8	Obligations in respect of Subcontracting	
Z8.2		The Contractor's Subcontracting percentage as detailed in the tender submission Returnable T2.2-16 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the Contractor has failed in full to meet the material term of the contract, which may constitute a reason for termination.
Z8.3		The Contractor shall report to the Employer on a regular basis during the term of the Contract, the amounts spent on each sub-contractor.
Z8.4		The Contractor may not replace any sub-contractor without acceptance of the Project Manager. The Project Manager shall before acceptance of a replacement by the Contractor of any sub-contractor as detailed in the tender submission Returnable T2.2-16, obtain representations or input from the initial sub-contractor to make an informed decision as to the proposed replacement. The sub-contracting arrangement/contract remains between the Contractor and sub-contractor.
Z8.5		The Contractor shall provide to the Employer, upon receiving an instruction to do so, any documentation and/or evidence required by the Employer, which in the Employer's opinion would be necessary to verify whether the Contractor has maintained the subcontracting percentage. The Contractor shall provide the said documentation and/or evidence within the period stated in the instruction. The provision of the documentation and/or evidence shall not constitute a compensation event.
Z11	Assessment of extension of time with cost	Contractor will use time related item under Preliminary and General (P&G'S) for the assessment of extension of time with cost.
Z12	Payment for Material on site	Payment for the following material on site will be considered: • Roof construction and covering Note: Material has to be stored in a safe and weatherproof space



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C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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



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31.1	The programme identified in the Contract Data is			
B	Priced contract with bill of quantities			
11.2(21)	The <i>bill of quantities</i> is in			
11.2(31)	The tendered total of the Prices is	R	(in figures)	
				
		(in words), excluding VAT		
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>		
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
		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



TRANSNET NATIONAL PORTS AUTHORITY

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

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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.

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Pro-forma Performance Bond (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Surety)

Transnet SOC Ltd
C/o Transnet National Ports Authority
Transnet Corporate Centre
96 Rissik Street
Braamfontein
Johannesburg
2000

Date:

Dear Sirs,

Performance Bond for Contract No. TNPA/2026/08/0002/114660/RFQ

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

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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)

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PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	3
C2.2	The <i>bill of quantities</i>	

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF SERVICES FOR MAINTENANCE AND REPAIR WORKS AT BAYVUE CENTRE, RECREATIONAL CENTRE, MAINTENANCE DEPOT & LIGHTHOUSE WORKSHOP IN THE PORT OF SALDANHA FOR ONCE OFF PERIOD

C2.1 Pricing instructions: Option B

The conditions of contract

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.

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.

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 &

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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.

Measurement and payment

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

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MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum ⁴	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

General assumptions

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

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.

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.

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.

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.

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.

⁴ 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

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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.

The contractor shall determine the contract skills participation goals, expressed in Rand, which shall not be less than the contract amount multiplied by a percentage (0.25%) factor as required by the Standard for the applicable class of construction works. (CSDG).

Departures from the *method of measurement*

Amplification of or assumptions about measurement items

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

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C2.2 The bill of quantities

Bill of Quantities (BOQ)					
Maintenance Works – Bayvue Centre, Recreational Centre, Maintenance Depot, Lighthouse Workshop					
Item	Description	Unit	Qty	Rate	Amount
1.	SECTION 1: Preliminary & General				
1.1	Contractual requirements, PPE, tools, transport, SHE File	Sum	1		
	Subtotal of Section 1 carried to summary table				
2.	SECTION 2: Bayvue Centre				
2.1	Removal of fascia boards, gutters, downpipes	m	190		
2.2	Brickwork infill to close ± 90 mm roof gap	m	110		
2.3	Supply & Install uPVC drip edge flashing	m	190		
2.4	Supply & Install new powder-coated Aluminium gutters	m	190		
2.5	Supply & Install uPVC fascia boards (≥ 225 mm height)	m	190		
2.6	Supply & Install powder-coated Aluminium downpipes at 5 m centres	nr	38		
	Supply & Install Aluminium Hangers & brackets at spacing and Stainless Steel Anchors for gutters/downpipes				
	Height of building – ± 11 m				
2.7	Install filler foam closures at roof sheet ribs	m	190		
2.8	Leak repairs (BC205, BC206, foyer)	m ²	140		
2.9	Glass/wall interface waterproofing (elevator area)	m	80		

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	Subtotal of Section 2 carried to summary table				
	SECTION 3: Recreational Centre				
3.1	Cleaning, Tightening & Repair of existing gutters	m	150		
3.2	Cleaning, Tightening & Repair of existing downpipes	nr	30		
3.3	Install salvaged gutters/downpipes reused from Bayvue	m	50		
3.4	Supply & Install Aluminium Hangers & brackets at spacing and Stainless Steel Anchors for salvaged gutters/downpipes				
	Height of Building - $\pm$ 8 m				
3.5	Roof inspection & repair (main roof leaks)	m ²	75		
3.6	Roof inspection & repair (sub-roof leaks)	m ²	75		
3.7	Supply & Install sidewall (step) powder-coated Aluminium flashing	m	110		
3.8	Polyurethane Sealant Application	m	110		
	Subtotal of Section 3 carried to summary table				
	SECTION 4: Maintenance Depot				
4.1	Install existing aluminium downpipes	nr	10		
4.2	Supply & Install Aluminium Hangers & brackets at spacing and Stainless-Steel Anchors for existing downpipes				
	Height - $\pm$ 8 m				
4.3	Cleaning, Tightening & Repair of existing gutters	m	150		
4.4	Tightening & Repair of existing downpipes	nr	5		
	Height - $\pm$ 8 m				
	Subtotal of Section 4 carried to summary table				

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	SECTION 5: Lighthouse Workshop				
5.1	Detailed roof & side claddings inspection	m ²	1200		
5.2	Cleaning, Tightening & Repair of existing gutters	m	112		
5.3	Repair/replace defective waterproofing elements & seal all leak points with approved systems	m ²	1200		
	Subtotal of Section 5 carried to summary table				
Summary Item	Escalation Value	Price			
Subtotal Section 1		R			
Subtotal Section 2		R			
Subtotal Section 3		R			
Subtotal Section 4		R			
Subtotal Section 5		R			
Total Price (excl. VAT)		R			
Add VAT @ 15%		R			
Total Offered Price		R			

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C3.1

WORKS INFORMATION

MAINTENANCE AND REPAIR WORKS – BAYVUE CENTRE, RECREATIONAL CENTRE, MAINTENANCE DEPOT & LIGHTHOUSE WORKSHOP

PORT OF SALDANHA

1. Project Overview

1.1 Description of the works

This project comprises maintenance works at the Bayvue Centre, Recreational Centre, Maintenance Depot, and Lighthouse Workshop within the Port of Saldanha. The objective of the Works is to undertake the necessary repairs and maintenance to ensure that these facilities remain safe, functional, and serviceable for continued use by Transnet National Ports Authority (TNPA) personnel.

The required works include, but are not limited to, the following:

Bayvue Centre

- Removal and replacement of gutters, downpipes, and fascia boards
- Closure of gaps between roof sheeting and wall using brickwork infill
- Measurement and confirmation of the ± 90 mm gap between roof sheeting and concrete
- Construction of brickwork infill to close the gap and prevent bird ingress and nesting
- Installation of uPVC drip edge flashing beneath roof sheeting at eaves
- Installation of new powder-coated aluminium gutters, 110 mm round aluminium downpipes, and uPVC fascia boards (minimum 18 mm thickness, ≥ 225 mm height), complete with matching brackets and accessories, all in a colour matching the existing roof finish (Roman Nights - Grey)
- Installation of downpipes at maximum 5 m centres around the building perimeter
- Provision of aluminium hangers and brackets for gutters at maximum 1 m spacing, secured using stainless steel anchors not less than 100 mm in length
- Additional brackets should be added above and below the outlets, the bends and the discharge points at maximum 300 mm spacing
- Installation of roof sheet closure (filler foam) at rib profiles to prevent water ingress, bird entry, and pest infestation
- Inspection and repair of roof leaks at BC205 Office, BC206 Office, and main entrance foyer
- Identification of sources of water ingress and submission of repair methodology for approval prior to commencement of works
- Waterproof sealing at glass-to-wall interfaces behind elevator areas using UV-stable sealant compatible with glass, aluminum, and masonry

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- All waterproofing and sealing works shall be carried out in accordance with OEM and/or manufacturer specifications and the products shall be covered by a minimum five (5) year warranty.

Recreational Centre

- Cleaning, tightening, repair, and refurbishment of existing gutters and downpipes
- Salvaging and reuse of serviceable gutters and downpipes from Bayvue Centre or other site locations where applicable (subject to approval)
- Provision of aluminium hangers and brackets for gutters at maximum 1 m spacing, secured using stainless steel anchors not less than 100 mm in length
- Additional brackets should be added above and below the outlets, the bends and the discharge points at maximum 300 mm spacing
- Inspection and repair of main roof and sub-roof leaks
- Identification and sealing of all defective waterproofing elements
- Submission of repair methodology for approval prior to commencement of works
- Supply and installation of sidewall (step) powder-coated aluminium flashing (200 mm up the wall and 200 mm onto the roof)
- Application of polyurethane sealant after installation to prevent water ingress at wall-to-roof junction
- All waterproofing and sealing works shall be carried out in accordance with OEM and/or manufacturer specifications and the products shall be covered by a minimum five (5) year warranty.

Maintenance Depot

- Inspecting, cleaning, tightening, and repair of existing gutters and downpipes
- Installation of existing round aluminium downpipes with matching aluminium brackets, colour matched to existing installations and secured using stainless steel anchors not less than 100 mm in length
- Additional brackets should be added above and below the outlets, the bends and the discharge points at maximum 300 mm spacing
- Adjustment and alignment of stormwater discharge points to ensure proper flow and drainage performance
- Ensuring correct termination and discharge of downpipes away from building foundations

Lighthouse Workshop

- Detailed inspection of roof systems to identify all sources of water ingress
- Cleaning of gutters, roof drainage channels and stormwater components prior to inspection and repair works
- Identification, repair, or replacement of defective waterproofing elements

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- Sealing of all leak points using approved waterproofing systems suitable for coastal environments
- Repair of roof sheeting, flashing, and associated waterproofing components where required
- Submission of detailed repair methodology for approval prior to commencement of works
- All waterproofing and sealing works shall be carried out in accordance with OEM and/or manufacturer specifications and the products shall be covered by a minimum five (5) year warranty.

1.2 Project Objectives

Transnet National Ports Authority are tasked with ensuring that all infrastructure is in good working condition and is managed to ensure the operational objectives of the company are met both with technical quality as well and financial sustainability.

The proposed maintenance works are intended to address identified defects and deterioration at the Bayvue Centre, Recreational Centre, Maintenance Depot, and Lighthouse Workshop to ensure continued functionality, safety, and long-term serviceability of the facilities.

1.3 General Requirements

1.3.1 Working at Heights

Provision of all necessary equipment, access systems, and safety measures for working at heights up to:

- Bayvue Centre: ± 11.5 m
- Recreational Centre: ± 8 m
- Maintenance Depot: ± 8 m
- Lighthouse workshop: ± 8 m
- Contractor to comply with all applicable Occupational Health and Safety legislation and approved Fall Protection Plan.

1.3.2 Material Requirements

All materials shall be:

- Suitable for coastal corrosive environments
- UV resistant and weatherproof
- Approved by the TNPA Project Manager before installation
- Gutters shall be powder-coated aluminium.
- Downpipes shall be powder-coated aluminium and round-profile.
- Fascia boards and drip-edge flashing shall be uPVC.
- All replacement gutters, downpipes, fascia boards, flashing, brackets and associated components shall be of a consistent material type, profile and colour across all project locations.
- Colour of replacement components shall match the existing building roof components (Roman Nights - Grey).

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- All brackets, hangers, fixings and anchors shall be suitable for coastal environments and corrosion resistant.
- Anchors used for installation of gutters, downpipes, brackets and supports shall be a minimum of 100 mm in length.
- Additional brackets should be added above and below the outlets, the bends and the discharge points at maximum 300 mm spacing.
- All waterproofing systems, sealants, coatings, flashing installations and associated repair works shall be installed strictly in accordance with the Original Equipment Manufacturer (OEM) and/or manufacturer's specifications and application requirements. The products shall be covered by a minimum five (5) year warranty.

1.3.3 Standards

All works shall comply with:

- SANS 10400-L (Roofing and waterproofing)
- SANS 10237 (Roof coverings and installation standards)

1.3.4 Verifications of Site Conditions and Dimensions

- The Contractor shall verify all dimensions, levels, and existing site conditions on site prior to commencement of the Works, fabrication, or ordering of materials.
- The Contractor shall ensure that all measurements relating to gutters, downpipes, flashing, roof sheeting, brickwork infill, and associated repair works are confirmed on site before installation.
- No claim arising from failure to verify site dimensions or existing conditions shall be accepted by Transnet National Ports Authority.

2. General Constraints on how the Contractor provides the Works

2.1.1 Use of the Site

Any other work arrangements shall be coordinated through the Project Manager. The buildings are occupied by Transnet National Ports Authority personnel five days a week and comprise office space, a recreational centre, and workshops. The Contractor shall take all necessary measures to avoid disruption to personnel during the execution of the works.

2.1.2 Access to the Site

The area is restricted and the Contractor must ensure that they comply with the regulations of Transnet National Ports Authority in every way. Contractor and/or any sub-Contractors shall be required to apply for permission to enter the restricted area in writing. A list of workmen shall be given to the Project Manager to arrange for the necessary permits. A minimum of 48 hours' notice is necessary for the processing of these permits. This includes changes to staff during the contract period.

2.1.3 Deliveries

The Contractor shall report any material delivery on site to the Project Manager and this will allow the Project Manager to record the material brought on site and the material that the Contractor may leave with after construction.

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2.1.4 Noise and vibration

The Contractor must inform the Project Manager if, during construction, they will produce noise which is above the acceptable limit and the Contractor shall arrange appropriate hearing protection for TNPA personnel on site. The Contractor shall take necessary precautions to minimize noise generated on site as a result of planned work. The Contractor shall manage noise pollution in accordance with the approved Environmental Control Plan contained in the SHE file.

2.1.5 Working Hours

Normal working hours are between 07:00 to 17:00 Mondays to Fridays. If it is required to work outside the stated normal working hours the Contractor must obtain written permission at least 24 hours before such work needs to be undertaken. TNPA will not unreasonably withhold permission.

2.1.6 Parking

Parking will be provided for Contractor's vehicles in designated areas for parking and any alternative parking must be arranged with the Project Manager.

2.1.7 Restrictions on the use of hazardous materials

No use of hazardous materials without proper precaution and any use of hazardous material must first be communicated with the Project Manager so that the manager can inform the personnel occupying the buildings.

2.1.8 Storage of Fuel and Chemicals

The Contractor shall ensure that all fuel and chemicals are stored in their original containers and, if not, ensure the containers containing fuel and chemicals are clearly labelled.

2.1.9 Pollution, Ecological or Environmental Impacts

The Contractor shall appoint a responsible person to ensure that no accident shall occur on site that could cause pollution. Where the Contractor was negligent and caused any form of pollution the damage shall be rectified at the Contractor's cost.

Environment

The Contractor shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation and any amendments there to:

- The National Environmental Management Act (Act 107 of 1998).
- The Environmental Conservation Act (Act 73 of 1989)
- The National Water Act (Act 36 of 1998).

2.1.10 Interfaces between the works and existing infrastructure

The Contractor must ensure that their employees do not interfere with existing infrastructure. Any damage to any TNPA assets during construction will be repaired by the Contractor at their own cost.

2.1.11 Occupied premises and users

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The buildings are occupied by TNPA employees and are operational on weekdays and weekends when required. Due regard shall be given to the safety of all persons occupying the buildings. Where dedicated use of the site is required for the completion of a specific work package, the Contractor shall inform the Project Manager timeously to allow the necessary arrangements for such access.

2.1.12 Employer-specific policies and procedures

The Contractor must comply with all SHE policies, procedures and requirements. The SHE Specifications are attached as an annexure to this document. The Contractor shall submit a SHE file that complies with these requirements within five days of receiving the Purchase Order for review by the TNPA SHE department. The SHE file is a living document and should be updated as the project progresses. Regular reviews of the SHE file will be conducted during the course of the project.

2.2 Confidentiality

The data and information provided by TNPA remain the exclusive property of TNPA. Any unauthorized use, including alteration, distribution, copying, modification, reproduction in whole or in part, promotion, or use for commercial or other gain, is strictly prohibited. TNPA makes no express or implied warranties regarding the accuracy, completeness, or reliability of the information provided. TNPA and its officials accept no liability for any consequences arising from the use of this data and information.

2.3 Security and identification of people

The Contractor must provide the list of employees that will be working on the site. The Contractor's employees must provide identification when requested by security personnel and adhere to the security procedures. The Port enforces a strict zero-tolerance policy on substance abuse; therefore, any individual reporting for duty under the influence of alcohol or any other drugs will be denied access to the site.

2.4 Protection of existing structures and services

Any damage to Transnet National Ports Authority existing structures and services during construction will be repaired by the Contractor at their own cost. The Contractor shall provide a method statement on how they intend to protect existing structures and services during construction. Structures and services like existing floor surfacing, carpets, walls and building services shall be protected against damage, dust, and contamination using suitable protective measures such as drop sheets, protective coverings, and dust barriers.

2.5 Protection of the works

The Contractor is responsible for the protection of Works during the construction period.

2.6 Cleanliness of Areas

Any spillages, debris, dust, waste materials, chemicals, rubbish, or contamination generated during the execution of the Works shall be cleaned and removed immediately. The Contractor shall maintain all work areas in a clean and orderly condition throughout the duration of the contract. Upon completion of the Works, the Contractor shall remove all surplus materials, tools, equipment, and waste from site and leave all affected areas in a clean and serviceable condition to the satisfaction of the Project Manager.

2.7 Consideration of Others

During the construction process the Contractor and his employees must be considerate of TNPA personnel and clients. The Contractor shall inform the Project Manager immediately should any dispute arise.

2.8 Control of site personnel

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The Contractor must provide and keep the record of site personnel and visitors for the duration of the contract.
The Contractor must comply with TNPA security procedures.

2.9 Site cleanliness

The Contractor shall provide for cleaning up and sorting all rubbish and debris of whatever kind, generated from work, throughout the duration of the contract. Upon completion the Contractor shall clear and remove all rubbish, unused construction material, plant and debris and leave the site and the whole of the works clean and tidy to the satisfaction of the Project Manager.

2.10 Waste materials

The Contractor shall not dispose of any waste and construction waste by burning or burying. Waste material shall be dumped at a municipality approved landfill site and recyclable material shall be deposited in separate bins and removed off site for recycling. The Contractor must submit to the Project Manager the proof of disposal of material at an approved landfill site, if obtainable from the issuing authority.

3. Completion

3.1 Completion definition

The Contractor shall indicate in the tender the time they will require to complete the Works, however, this time should not exceed 4 months. This period shall be exclusive of weekends, public holidays and statutory holiday periods but includes the time for the approval of the SHE file.

Failing completion of the Works within the period as stipulated above or with any shorter period offered by the contender and accepted by Transnet, the Contractor shall pay to Transnet, as penalty, an amount equivalent to 2% of the Contract Value for every day or part thereof during which the works remain incomplete.

3.2 Final Clean

The Contractor must make sure that the site is clean and ready for use by the completion date. The Contractor must make sure that all temporary structures, materials and tools are removed from the site.

3.3 Security

The Contractor shall adhere to the port security measures as enforced by Transnet National Port Authority. The Contractor is responsible for the safeguarding of his own equipment and material while on site. Transnet National Ports Authority will not be held responsible for any damage of equipment and material of the Contractor.

3.4 Defect period

All workmanship shall be guaranteed for a period of twelve (12) months from the date of issue of the Completion Certificate.

All materials installed under the contract shall carry a minimum guarantee period of five (5) years from the date of completion of the Works.

3.5 Correcting defects

The Completion Certificate shall not be issued where outstanding defects remain unresolved. The Contractor shall be required to rectify all identified defects within a period of four (4) weeks from notification by the Project Manager, or within a reasonable period agreed with the Project Manager depending on the nature of the defect.

Retention

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- TNPA will retain 10% of the contract value for a period of six (6) months.
- This amount will be due to the Contractor after six (6) months of completion of Works, following the issuing of the completion certificate.
- The 10% retention will be retained on every claim made by the Contractor and this amount will be retained for the stipulated period in bullet number 1 above.

3.6 Pre-Completion arrangements

The Contractor must submit their site diary before completion of work. A final inspection will be conducted by the Project Manager, SHEQ personnel and the Contractor to deem the site safe for occupation and for operation.

3.7 Take over

The Contractor shall allow access to the area for TNPA staff during the refurbishment period. The takeover of the whole of the works will be at the end of contract period.

4. Programme

4.1 Programme requirements

The Contractor shall provide the Project Manager with a detail programme on how they intend to conduct the work.

4.2 Programme Arrangement

The programme must be agreed to before any work will be allowed to commence. The programme can be in form of a chart and will be used as a guide to measure progress of work.

4.3 Methodology statement

The Contractor must provide a detailed method statement for the execution of the works as per the scope of works.

4.4 Information required

The Contractor will be required to provide to the Project Manager all information related to the project execution as and when required through emails, telephonically and formal meetings.

4.5 Revised programme

The Contractor must inform the Project Manager for any changes made in the programme during construction. Any changes must be approved by the Project Manager.

5. Quality management

5.1 Quality statement

The Contractor shall submit to the Project Manager the relevant data sheets for all materials intended for use during the project, where applicable, together with the manufacturer's technical specifications and information.

5.2 Quality management system

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The Contractor shall provide the Project Manager with a comprehensive Quality Control Management Plan (QCP) outlining the measures and procedures to be implemented to ensure quality is maintained throughout the duration of the project. This may be incorporated into the method statement.

6. Inspections

The Project Manager will carry out continuous inspections of the site during the execution of the Works. The Contractor shall notify the Project Manager prior to the commencement of work on site and upon completion of the work.

7. Management of the works

7.1 Project team – Others

If the Project Manager delegates their duties to others the Contractor will be informed in writing. The Contractor will be expected to work and report to the delegated member/s.

7.2 Communications

7.2.1 Meetings, attendees and meeting records

The Project Manager will arrange a kick-off meeting prior to the commencement of the project, as well as a close-out meeting upon completion of the project. During the execution of the Works, weekly meetings will be held to review progress achieved in the previous week and to plan activities for the forthcoming week. The Project Manager, Contractor, Supervisor, and SHE representative(s) shall attend all such meetings, and the Project Manager or TNPA will be responsible for maintaining records of the proceedings.

Where required, additional meetings may be convened during the course of the project by either the Project Manager and/or the Contractor.

7.2.2 Reporting requirements

The Contractor shall submit a weekly progress update to the Project Manager at the end of each week (Fridays), detailing the work planned and the work achieved during the reporting period, as well as the planned activities for the following week. The progress update shall be submitted to the Project Manager via email.

7.2.3 Information requirements

The Contractor must provide information regarding the project as and when requested by the Project Manager at all times.

7.2.4 Electronic systems and communications

Formal communication between the Contractor and the Project Manager shall be conducted via email. Ad hoc communication may take place via telephone or through verbal discussions during on-site meetings. Any instructions, variations, or changes in scope shall be submitted formally to the Project Manager and approved prior to implementation.

8. Working with the Employer and Others

8.1 Sharing the working areas with the Employer and Others

The Contractor must be aware that Transnet employees and client personnel will be around the site and the site will be operational during the construction phase.

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8.2 Co-operation

The Project Manager and the Contractor shall cooperate with one another at all times to ensure the successful execution and completion of the project.

8.3 Co-ordination

The Project Manager must arrange any access to site and the Contractor must organise their work accordingly to avoid complications.

9. Services and other items to be provided

9.1 Services and other items for the use of the Employer, Project Manager or Others to be provided by the Contractor

9.1.1 Sign boards and other signage

The Contractor must provide sign boards on site indicating the hazards associated with the Works and sign boards indicating that there is Works in progress.

9.1.2 Safety equipment and services

The Contractor is responsible for the safeguarding of his own equipment and material while on site for the duration of the contract.

9.1.3 Utilities

The sites are located at Bayvue Centre, Recreational Centre, Maintenance Depot, and Lighthouse Workshop within the Port of Saldanha Bay respectively. The Contractor shall supply all construction-related water, hoses, and any other equipment required for water supply as necessary.

Electricity will be made available for the execution of the Works; however, the Contractor shall comply with all applicable electrical installation regulations and shall ensure that all electrical equipment and connections are used safely and responsibly.

9.1.4 Sanitation

The Contractor may utilise the existing ablution facilities within the buildings for the duration of the contract. The Contractor shall ensure that the facilities are used appropriately and maintained in a clean and hygienic condition at all times.

9.2 Services and other facilities to be provided by the Employer

9.2.1 Meeting rooms

Meeting rooms for progress meetings will be provided on site by the Project Manager. The meeting venue will be communicated in advance to the Contractor via email.

9.2.2 Storage facilities

The Contractor shall provide their own store facilities for the duration of the contract where necessary for the tools and equipment that required sheltered storage.

10. Materials from excavation and demolition

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The Contractor must consult with the Project Manager before removing any material or equipment from site. Upon agreement with the Project Manager, the Contractor is required to obtain written and signed gate pass for the material to be transported out of Transnet site from the Project Manager prior to the event.

11. Employer's work specifications

11.1 Safety File

- Prior to commencement of the Works, the Contractor shall comply with all Safety, Health, and Environmental requirements as prescribed by the SHEQ Department by compiling and submitting a mandatory Safety File to a standard deemed acceptable by both SHEQ and the Project Manager.
- The Safety File shall be completed in accordance with the checklist that will be issued upon signature of the contract to the successful bidder.
- The Safety File shall include a detailed method statement outlining all safety protocols, quality control measures, and the project schedule, and shall be subject to approval by the Project Manager prior to the commencement of work.
- The Safety File shall be submitted, reviewed, and approved by the TNPA SHEQ Department within 14 days.
- Upon full approval of the Safety File, the Contractor will be issued with a Site Access Certificate. Only thereafter shall the Contractor be permitted to access the site and commence with site establishment.

11.2 Site Establishment

- The Contractor shall provide a complete list of all plant, tools, and equipment to be brought onto the premises for the execution of the Works to the Project Manager. This list shall be used for tracking purposes of all equipment entering and exiting the Port of Saldanha.
- The list shall be submitted to TNPA security personnel and gate control officers for recording and monitoring purposes.
- The Contractor shall ensure that all plant, tools, and materials brought onto site and left on site remain the sole responsibility of the Contractor, who shall safeguard against theft, loss, or damage.
- The Contractor shall demarcate and barricade all working areas within occupied facilities (Bayvue Centre, Recreational Centre, Maintenance Depot, and Lighthouse Workshop) and shall ensure safe access routes for TNPA personnel and visitors at all times.
- The Contractor shall provide and maintain all necessary warning signage, safety signage, and temporary construction signage in accordance with occupational health and safety requirements.
- The Contractor shall implement suitable protective measures, including barriers, barricading, and exclusion zones, to ensure safe separation between construction activities and occupied operational areas.
- The Contractor shall provide suitable facilities for the secure storage of tools, materials, and equipment within designated areas approved by the Project Manager.
- The Contractor shall provide and maintain safe temporary access systems where required, including ladders, scaffolding, or step access, particularly for roof and elevated work areas such as gutters, flashing, and roof leak repairs.

11.3 Bayvue Centre – Scope of Works

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11.3.1 Brickwork, Fascia Boards and Gutters

- Removal of existing fascia boards, gutters, and downpipes.
- Measurement and confirmation of the ± 90 mm gap between the roof sheeting and concrete wall.
- Construction of brickwork infill to close the gap between the roof sheeting and wall.
- Provision of measures to prevent bird ingress and nesting.
- All replacement fascia boards shall be uPVC with a minimum thickness of 18 mm and minimum height of 225 mm.
- All replacement gutters, downpipes, fascia boards, flashing, brackets and associated components shall be of a consistent material type, profile and colour matching the existing roof finish (Roman Nights - Grey).

11.3.2 Drip Edge Flashing

- Supply and install uPVC drip edge flashing beneath the roof sheeting at the eaves.
- Fix the flashing using galvanized self-drilling screws or approved roofing fasteners.
- Ensure the flashing directs stormwater effectively into the gutters.
- All flashing installations shall be carried out in accordance with OEM and/or manufacturer specifications.

11.3.3 Gutters, Fascia Boards and Downpipes

- Supply and install new powder-coated aluminium gutters compatible with the existing roof drainage system.
- Supply and install new uPVC fascia boards (minimum 18 mm thickness, ≥ 225 mm height).
- Supply and install new 110 mm round-profile powder-coated aluminium downpipes spaced at maximum 5 m centres around the building perimeter.
- Provide aluminium hangers and brackets for gutters at maximum 1 m spacing.
- Secure all brackets and supports using stainless steel anchors not less than 100 mm in length.
- Additional brackets shall be installed above and below outlets, bends and discharge points at maximum 300 mm spacing.
- Ensure proper alignment and falls for efficient drainage.
- All components shall be colour matched to the existing roof finish (Roman Nights - Grey).

11.3.4 Roof Sheet Closure (Filler Foam)

- Install approved roofing filler foam closures at roof sheet rib profiles.
- Ensure the closures prevent water ingress, bird entry, and pest infestation.
- Use filler foam that is UV-resistant and weatherproof.
- Allow the filler foam to cure fully prior to trimming and finishing.

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11.3.5 Roof Inspection and Leak Repairs

- Inspect and repair roof leaks at BC205 Office, BC206 Office, and the main entrance foyer.
- Identify all sources of water ingress.
- Submit a detailed repair methodology to the Project Manager for approval prior to commencement of repair works.
- All waterproofing and leak-repair works shall be carried out in accordance with OEM and/or manufacturer specifications.
- Provide waterproofing and leak-repair products with a minimum five (5) year manufacturer's warranty.

11.3.6 Glass / Wall Interface Waterproofing

- Inspect the glass-to-wall interfaces behind the elevator area.
- Recommend an appropriate repair and waterproofing method.
- Apply approved sealant systems suitable for glass, aluminum, and masonry surfaces.
- Ensure all sealants used are UV-stable and suitable for coastal environmental conditions.
- All waterproofing and leak-repair works shall be carried out in accordance with OEM and/or manufacturer specifications.
- Provide waterproofing and leak-repair products with a minimum five (5) year manufacturer's warranty.

11.4 Recreational Centre – Scope of Works

11.4.1 Gutters and Downpipes

- Cleaning, tightening, and repair of existing gutters and downpipes.
- Salvaging and reuse of serviceable gutters and downpipes removed from the Bayvue Centre, subject to approval by the Project Manager.
- Provision of aluminium hangers and brackets at maximum 1 m spacing.
- Secure all brackets and supports using stainless steel anchors not less than 100 mm in length.
- Additional brackets shall be installed above and below outlets, bends and discharge points at maximum 300 mm spacing.

11.4.2 Roof Inspection and Repairs

- Inspection and repair of main roof and sub-roof leaks.
- Identification and sealing of all defective waterproofing elements.
- Submission of a detailed repair methodology to the Project Manager for approval prior to commencement of the Works.

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- All waterproofing, sealing and leak-repair works shall be carried out in accordance with OEM and/or manufacturer specifications.
- Provide waterproofing, sealing and leak-repair products with a minimum five (5) year manufacturer's warranty.

11.4.3 Sidewall (Step) Flashing

- Supply and installation of powder-coated aluminium sidewall (step) flashing at wall-to-roof junctions.
- Installation of flashing with dimensions of 200 mm up the wall and 200 mm onto the roof surface.
- Application of approved polyurethane sealant after installation.
- Provision of a watertight flashing system to prevent water ingress.
- All flashing and sealing works shall be carried out in accordance with OEM and/or manufacturer specifications.
- Provide flashing and sealing products with a minimum five (5) year manufacturer's warranty.

11.5 Maintenance Depot – Scope of Works

11.5.1 Downpipe Installation

- Installation of existing round-profile aluminium downpipes suitable for the existing stormwater system.
- Supply and install of matching aluminium brackets secured using stainless steel anchors not less than 100 mm in length.
- Additional brackets shall be installed above and below outlets, bends and discharge points at maximum 300 mm spacing.
- Alignment and adjustment of stormwater discharge systems to ensure proper drainage performance.
- All replacement components shall match the existing profile, material and colour of the installation.

11.5.2 Repairs

- Inspection, cleaning, tightening, and repair of existing gutters and downpipes.
- Adjustment and alignment of stormwater discharge points.
- Ensuring proper discharge of stormwater away from building foundations.

11.6 Lighthouse Workshop – Scope of Works

11.6.1 Inspection and repair of the roof:

- Detailed inspection of the roof system to identify all sources of water ingress.
- Cleaning of gutters, roof drainage channels and stormwater components prior to inspection and repair works.
- Identification, repair, or replacement of defective waterproofing elements where required.
- Sealing of all leak points using approved waterproofing systems suitable for coastal environmental conditions.
- Repair of roof sheeting, flashing, and associated waterproofing components where necessary.

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- Submission of a detailed repair methodology to the Project Manager for approval prior to commencement of the Works.
- All waterproofing, sealing and repair works shall be carried out in accordance with OEM and/or manufacturer specifications.
- Provide waterproofing, sealing and leak-repair products with a minimum five (5) year manufacturer's warranty.

11.7 Site De-establishment

- Upon completion of the Works, the Contractor is required to remove all plant, equipment, materials, signage, and any other items used during the execution of the Works at Bayvue Centre, Recreational Centre, Maintenance Depot, and Lighthouse Workshop.
- All waste materials shall be transported off site immediately upon completion of the Works and disposed of at a licensed municipal disposal facility.
- The Contractor shall provide a complete list of all equipment to be removed from site, corresponding with the list provided during site establishment and execution. The list shall be submitted via email to the Project Manager for the issuance of the required gate pass.

11.8 Site close-out and handover

- Once all Works have been completed and the site is cleared of all tools, materials, debris, and foreign objects, the Contractor shall notify the Project Manager to arrange a close-out inspection audit.
- The Project Manager shall arrange for attendance of TNPA SHEQ representatives and Security personnel during the close-out inspection audit.
- Upon satisfactory completion and formal sign-off by all relevant parties, the site shall be handed back to TNPA through the Project Manager.
- The Contractor will be issued with a Completion Certificate indicating the project and TNPA details for use in future project as a reference.
- The defects liability period shall commence on the date of issue of the Completion Certificate.

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF SERVICES FOR MAINTENANCE AND REPAIR WORKS AT BAYVUE CENTRE, RECREATIONAL CENTRE, MAINTENANCE DEPOT & LIGHTHOUSE WORKSHOP IN THE PORT OF SALDANHA FOR ONCE OFF PERIOD

PART C4: SITE INFORMATION

Document Reference	Title	No of pages
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DESCRIPTION OF THE WORKS: FOR THE PROVISION OF SERVICES FOR MAINTENANCE AND REPAIR WORKS AT BAYVUE CENTRE, RECREATIONAL CENTRE, MAINTENANCE DEPOT & LIGHTHOUSE WORKSHOP IN THE PORT OF SALDANHA FOR ONCE OFF PERIOD

PART C4 SITE INFORMATION

1. DESCRIPTION OF THE SITE AND ITS SURROUNDINGS

1.1 Description of the Site and Location

The sites are situated within the existing port boundary of Port Saldanha Bay, and the project covers multiple sites around the port. For ease of reference, three port precincts have been defined, namely the Main Port Precinct, Port Commercial Precinct, and Small Craft Harbour Precinct. Each of these precincts is accessible through its entrance gates; however, access control is implemented at these entrances.

The list of buildings included in the Scope of Work is as follows:

Port Commercial Precinct:

- Bayvue Offices
- Recreational Centre
- Maintenance Depot

Small Craft Harbour:

- Lighthouse Workshop



DESCRIPTION OF THE WORKS: FOR THE PROVISION OF SERVICES FOR MAINTENANCE AND REPAIR WORKS AT BAYVUE CENTRE, RECREATIONAL CENTRE, MAINTENANCE DEPOT & LIGHTHOUSE WORKSHOP IN THE PORT OF SALDANHA FOR ONCE OFF PERIOD

1.2 Access and Access Permits

Access is only granted by means of an access permit. A list of personnel shall be submitted to the Project Manager to arrange for the necessary permits. Requests for permits shall be made two (2) working days before access is required for South African citizens, and fifteen (15) working days for foreign nationals, to allow time for processing. This includes changes to staff after commencement of the project.

Employees must provide identification when entering the site or when requested to do so by Transnet National Ports Authority (TNPA) employees or appointed security officials. These requirements also apply to all subcontractors and service providers engaged by the Contractor. TNPA security protocols shall be complied with at all times.

1.3 Maintaining Tenant Access

The site is used by TNPA staff and tenants whose activities shall be protected, where possible, by the Contractor during the course of the contract. The Contractor shall not prevent the safe passage of traffic to, from, and within the site at all times.

This shall include the provision of flagmen, protective barriers, lanterns, signs, etc., for the protection, direction, and control of traffic. No lighting shall be installed anywhere within the port area without written approval from the Project Manager.

1.4 Known Services

Services are not included in the as-built drawings provided. There is uncertainty regarding the accuracy and completeness of the as-built drawings in relation to all aspects (e.g., physical dimensions of structures, services, etc.). The Contractor may encounter variations from the drawings supplied.

Due to the potential presence of existing services, the uncertainty regarding their exact locations, and the sensitivity of the area and operations, excavations shall be carried out by hand only, using blunted equipment where necessary.

The first site meeting shall include a walk-through of the site, during which TNPA will point out known services and hazards that may not be shown, or may be shown inaccurately, on the supplied plans.

In addition to the above, the Contractor shall consult the Project Manager prior to undertaking any excavation work. The Contractor shall thereafter exercise due care and attention in carrying out the agreed excavation works as directed by the Project Manager, in order to avoid damage or disruption to existing services.

The Contractor shall be liable for all claims arising from any damage caused by such excavation if the Contractor fails to exercise the requisite care and attention in carrying out the works.

The Contractor is required to liaise with the Project Manager to establish, as accurately as possible, the location of all existing services within the Works area and to record all such information on suitably marked-up drawings for reference at all times.