
T2.2-18 : Supplier Code of Conduct

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

- The Transnet Procurement Policy – A guide for Tenderers.
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (BBBEE)
- The Prevention and Combating of Corrupt Activities Act (PRECCA); and
- The Construction Industry Development Board Act (CIDB Act).

This code of conduct has been included in this contract to formally appraise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

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

Transnet is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

1. Transnet SOC Limited will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:

-
- Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
 - Gain an improper advantage.
 - There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

2. *Transnet SOC Limited is firmly committed to the ideas of free and competitive enterprise.*

- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices.
- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

3. *Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.*

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.

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- Suppliers must record and report facts accurately, honestly and objectively.
Financial records must be accurate in all material respects.

Conflicts of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet SOC Limited.

- Doing business with family members.
- Having a financial interest in another company in our industry

Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then Transnet reserves its right to review doing business with these suppliers.

I, _____ of _____
(insert name of Director or as per Authority Resolution from Board of Directors) *(insert name of Company)*

hereby acknowledge having read, understood and agree to the terms and conditions set out in the "Transnet Supplier Code of Conduct."

Signed this on day _____ at

 Signature

T2.2-19: 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)			

T2.2-20: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor

(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of
tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date

T2.2-21: 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:

Provision and Installation of new Air Conditioners at PECT for Transnet soc limited (reg.no.1990/000900/30) operating as Transnet Port Terminals (hereinafter referred to as "TPT") at Port of Port Elizabeth Multi-purpose Terminal as a once off purchase:

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

The offered total of the Prices exclusive of VAT is	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:

Transnet Port Terminals

Tender Number: **ICLM PE 856/TPT**

Description of the Works: **Provision and Installation of new Air Conditioners at PECT for Transnet soc limited (reg.no.1990/000900/30) operating as Transnet Port Terminals (hereinafter referred to as "TPT") at Port of Port Elizabeth Multi-purpose Terminal as a once off purchase:**



Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

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

Transnet Port Terminals

Tender Number: **ICLM PE 856/TPT**

Description of the Works: **Provision and Installation of new Air Conditioners at PECT for Transnet soc limited (reg.no.1990/000900/30) operating as Transnet Port Terminals (hereinafter referred to as "TPT") at Port of Port Elizabeth Multi-purpose Terminal as a once off purchase:**



Date

Transnet Port TerminalsTender Number: **iCLM PE 856/TPT**

Description of the Works: **Provision and Installation of new Air Conditioners at PECT for Transnet soc limited (reg.no.1990/000900/30) operating as Transnet Port Terminals (hereinafter referred to as "TPT") at Port of Port Elizabeth Multi-purpose Terminal as a once off purchase:**



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	
		A: Priced contract with Activity Schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X7: Delay damages
		X13: Performance Bond
		X18: Limitation of liability
		Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract June 2005 (amended April 2013)	
10.1	The <i>Purchaser</i> is (name):	Transnet SOC Ltd
	Address	(Registration No. 1990/000900/30)
	Registered address:	
	Transnet Port Terminals	
	Green Street	
	Port of Port Elizabeth	
	6000	
10.1	The <i>Project Manager</i> is: (Name)	Arnold Mjekula
	Address	Transnet NRE Garage, PECT
	Tel	041 507 2148
	e-mail	Arnold.Mjekula@transnet.net

Transnet Port TerminalsTender Number: **iCLM PE 856/TPT**Description of the Works: **Provision and Installation of new Air Conditioners at PECT for Transnet soc limited (reg.no.1990/000900/30) operating as Transnet Port Terminals (hereinafter referred to as "TPT") at Port of Port Elizabeth Multi-purpose Terminal as a once off purchase:**

10.1	The <i>Supervisor</i> is: (Name)	Nkosinathi Poyo
	Address	Transnet NRE Garage, PECT
	Tel No.	041 507 1687
	e-mail	Nkosinathi.Poyo@transnet.net
11.2(13)	The <i>works</i> are	Provision and Installation of new Air Conditioners at PECT for Transnet soc limited (reg.no.1990/000900/30) operating as Transnet Port Terminals (hereinafter referred to as "TPT") at Port of Port Elizabeth Multi-purpose Terminal as a once off purchase
11.2(14)	The following matters will be included in the Risk Register	- Failure to meet project timelines - Commissioning delays - Quality Risk - Environmental risk - Inclement adverse weather challenges - Labour unrest - Safety - Waste Management
11.2(15)	The <i>boundaries of the site</i> are	
11.2(16)	The Site Information is in	Part C3
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	TBC
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met key date
30.1	The <i>access dates</i> are	TBC

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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	TBC
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
4	Testing and Defects	
42.2	The <i>defects date</i> is	TBC
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	TBC
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 Standard 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

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the number of days with snow lying at 08:00 hours South African Time

and these measurements:

The place where weather is to be recorded (on the Site) is:

The *Contractor's* Site establishment area

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:

PE Weather Station

and which are available from:

South African Weather Service 012 367 6023 or info3@weathersa.co.za.

7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	No additional risk are accepted by the Employer other than those which are provided for in this contract
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability

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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."

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

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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 OR Project Specific Insurance for the 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	
A	Priced contract with Activity Schedule	No additional data is required for this Option.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	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: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration

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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	Durban, South Africa		
	The person or organisation who will choose an arbitrator	The Chairman of the Association of Arbitrators (Southern Africa)		
	- if the Parties cannot agree a choice or			
	- if the arbitration procedure does not state who selects an arbitrator, is			
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1(a)	The <i>base date</i> for indices is			
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	Pro-portion	linked to index for	Index prepared by
	*Statistical release P0151 – Contract Price Adjustment Provisions (CPAP) Work Group and Selected Materials Indices			
X2	Changes in the law	No additional data is required for this Option		
X3	Multiple Currencies (used only with Options A)			
X4	Parent company guarantee	No additional data is required for this Option		
X5	Sectional Completion			
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:	Section	Description	Completion date
		1		
		2		
		3		

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X5 & X7	Sectional Completion and delay damages used together		
X7.1	Delay damages for late		
X5.1	Completion of the <i>sections</i> of the <i>works</i> are:	Section	Description
			Amount per day
		1	R
		2	R
		3	R
	Remainder of the <i>works</i>		R
X7	Delay damages (but not if Option X5 is also used)		
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	To be equated to the actual monetary loss of Transnet per day	
X13	Performance bond		
X13.1	The amount of the performance bond is	5% of the total of the Prices	
X16	Retention		
X16.1	The retention free amount is	Nil	
	The retention percentage is	10% on all payments certified.	
X18	Limitation of liability		

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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 (this is the default position depending on a risk assessment, therefore this can go up to Total of the Prices)
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:	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	5 years after Completion of the whole of the works
Z	<i>Additional conditions of contract are:</i>	

The *Contractor* shall provide to the *Employer*, on a monthly basis or upon receiving an instruction to do so by the *Project Manager*, any documentation and/or evidence required by the *Employer*, which in the *Employer's* opinion would be necessary to verify whether the *Contractor* has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2 The *Contractor* shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.

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**Z2 Additional clause relating to
Performance Bonds and/or
Guarantees**

Z2.1

The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the *Employer* by a financial institution reasonably acceptable to the *Employer*.



**Z3 Additional clauses relating to
Joint Venture**

Z3.1

Insert the additional core clause 27.5

27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.

The Joint Venture agreement shall contain but not be limited to the following:

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

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iii. Identification of the roles and responsibilities of the constituents to provide the Works.

- Financial requirements for the Joint Venture:

iv. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;

v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

Z3.2

Insert additional core clause 27.6

27.6. The *Contractor* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer*.

Z4 Additional obligations in respect of Termination

Z4.1

The following will be included under core clause 91.1:

In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and

Under the second main bullet, insert the following additional bullets after the last sub-bullet:

- commenced business rescue proceedings (R22)
- repudiated this Contract (R23)

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Z4.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows: Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"
Z4.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z5	Right Reserved by the Employer to Conduct Vetting through SSA	
Z5.1		The Employer reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations: 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.

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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.
Z8	BBBEE Clauses	
Z8.1		Insert additional clause 27.7. 27.7.1. The <i>Employer</i> encourages its <i>Contractors</i> to constantly strive to improve their B-BBEE Contributor Status Levels. To this end, the <i>Contractor</i> is to maintain and/or improve its B-BBEE Improvement Plan over the Contract period as per Returnable Schedule T2.2...BBEE Socio-Economic Obligations and Plan. 27.2.2. The <i>Contractor</i> shall, for the duration of the Works, comply with the B-BBEE Improvement Plan. The accepted <i>Contractor's</i> B-BBEE Improvement Plan, constitutes an offer to perform all its B-BBEE commitments and will constitute a binding agreement. 27.7.3. Breach of B-BBEE Improvement Plan commitments provide the <i>Employer</i> cause to terminate the contract.

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27.7.6. The performance of the *Contractor* as compared to with the accepted B-BBEE Improvement Plan, shall be measured on an annual basis within 60 (sixty) days after the Anniversary Date for the duration of the Contract Period. To this end, the *Contractor* shall grant the *Employer* a right of access and provide the underlying data supporting the achievement by the *Contractor* of the targets specified in the accepted B-BBEE Improvement Plan, which underlying data shall be auditable.

27.7.7. The *Contractor* shall ensure that it has the relevant internal mechanisms and procedures in place to allow the *Employer* to measure and verify the *Contractor's* compliance with the accepted B-BBEE Improvement Plan. Without limiting the generality of the foregoing, the *Contractor* shall be obliged to provide the *Employer* with written quarterly status reports specifying the progress made by the *Contractor* in relation to the accepted B-BBEE Improvement Plan.

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27.7.10. To the extent of that the *Contractor* has not complied with the accepted B-BBEE Improvement Plan, the *Employer* shall be entitled to levy penalties which shall be determined with reference to the actual aggregate amounts paid by the *Employer* to the *Contractor* in respect of the preceding 12 (twelve) calendar month intervals, such interval period shall commence from the Contract Date as follows:

Interval One	
Interval Two	
Interval Three	
Interval Four	Refer to paragraph 27.7.10 above – 27.7.12 below

27.7.11. Penalties will be levied based on the failure of the *Contractor* to achieve the targets specified in the accepted B-BBEE Improvement Plan rather than the failure of any constituent of the *Contractor* to contribute to the achievement of the targets in the accepted B-BBEE improvement plan;

27.7.12. In order to guarantee that the *Contractor* meet its obligations in terms of the accepted B-BBEE Improvement Plan and specifically during interval the *Employer* shall be entitled to retain 5% (five percent) of every payment due by the *Employer* to the *Contractor* ("B-BBEE Retention Amount").

27.7.13. The B-BBEE Retention amount shall be retained by the *Employer* as guarantee for the remaining obligations of the *Contractor* in terms of the accepted B-BBEE Improvement Plan;

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27.7.14 The B-BBEE Retention Amount shall be deducted as part of the Retention in X16.1. The Retention in X16.1 shall be reduced to accommodate the B-BBEE Retention Amount. As such total Retention for the *works* shall not exceed 10%;

27.7.15. Should the *Contractor's* obligations:

- be met in terms of the accepted B-BBEE Improvement Plan, the B-BBEE Retention amount shall be released within 30 (thirty) days of the date of verification of compliance by the *Contractor* of its obligations in terms of the accepted B-BBEE Improvement Plan, at which time the monies shall be paid over to the *Contractor*;
- not be met, unless such failure is an attributable occurrence of an event which:
 - stops the *Contractor* Providing the *works* or
 - stops the *Contractor* Providing the *works* by the date shown on the Accepted Programmeand which
 - neither Party could prevent and
 - an experienced *Contractor* would have judged at the Contract to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it

the *Contractor* shall forfeit the B-BBEE Retention Amount and shall have no further claim against the *Employer* for the repayment of such amount.

27.7.16. Should the contract be extended the same provisions as applicable in the last interval shall continue to apply until Completion Date.

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Z9	Contract Skills Development Goals	The contractor shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.43495 of 3 July 2020.
		Note: CSDG is applicable for projects that have a tender value from grade 7 and above
		The Employer shall provide the proforma documents that shall be completed by the contractors after award of the contract within the stipulated period. (Form A1 List of Recognised Skills Development Agencies, Form A2 Baseline Training Plan, Form A3 Project Interim Report, Form A4 Supervisor Agreement, Form A5 Project Completion Report)
Z10	INDIRECT TARGETING STANDARDS	The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPGs) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.36190 of 25 February 2013.
		Note: CPG is applicable for projects that have a tender value from grade 7 and above
		The Employer shall provide the proforma documents that shall be completed by the contractors after award of the contract within the stipulated period. (Form A1 List of Recognised Skills Development Agencies, Form A2 Baseline Training Plan, Form A3 Project Interim Report, Form A4 Supervisor Agreement, Form A5 Project Completion Report)

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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:	

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	Experience:	
		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
A	Priced contract with activity schedule	
11.2(20)	The <i>activity schedule</i> is in	
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT
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	(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>
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components
41 in SSCC	The percentage for people overheads is:	%
21 in SSCC	The published list of Equipment is the last edition of the list published by	

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	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate
62 in SSCC	The percentage for design overheads is	%		
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			

B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components
41 in SSCC	The percentage for people overheads is:	%
21 in SSCC	The published list of Equipment is the last edition of the list published by	
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)

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22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate
62 in SSCC	The percentage for design overheads is	%		
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			

--

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.

TRANSNET PORT TERMINALSTender Number: **ICLM PE 856/TPT**Description of the Works: **Provision and Installation of new Air Conditioners at PECT for Transnet soc limited (reg.no.1990/000900/30) operating as Transnet Port Terminals (hereinafter referred to as "TPT") at Port of Port Elizabeth Multi-purpose Terminal as a once off purchase****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 Port Terminal
 Transnet Corporate Centre
 138 Eloff Street
 Braamfontein
 Johannesburg
 2000

Date:

Dear Sirs,

Performance Bond for Contract No. iCLM PE 856/TPT

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.

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4. This bond will lapse on the earlier of
- the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
 - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:
- (say) _____
- R _____
8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed at _____ on this _____ day of _____ 201_

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	2-3
C2.2	Activity Schedule	4

C2.1 Pricing Instructions: Option A

1. The *conditions of contract*

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

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

- Identified and defined terms**
- | | |
|------|---|
| 11 | (20) The Activity Schedule is the <i>activity schedule</i> unless later changed in accordance with this contract. |
| 11.2 | (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events. |
| | (27) The Price for Work Done to Date is the total of the Prices for <ul style="list-style-type: none"> • each group of completed activities and • each completed activity which is not in a group <p>A completed activity is one which is without Defects which would either delay or be covered by immediately following work.</p> |
| | (30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract. |

1.2. Measurement and Payment

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



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

TRANSNET PORT TERMINALS

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TRANSNET



Transnet soc limited
"TPT") at Port of Port Elizabeth Multi-

C2.2 Activity Schedule

Activity No A1	Activity Description: Supply and install of Air-conditioners	Quantity (Q)	Unit Price per unit (A)	Installation Cost per unit inclusive of materials (B)	Total Price = Q(A+B)
A3.1	Office (Heat Load-BTU (9000)	21			
A3.2	Office (Heat Load-BTU (24000)	3			
A3.3	Office (Heat Load-BTU (30000)	1			
Total Excl. VAT					R
VAT 15% (if applicable)					R
Total Incl. VAT					R

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**PART C3: SERVICE INFORMATION**

Document reference	Title	No of pages
C3.1	This cover page	1
	<i>Service Information</i>	5
Total number of pages		6

C3.1 Service Information

1 Description of the service

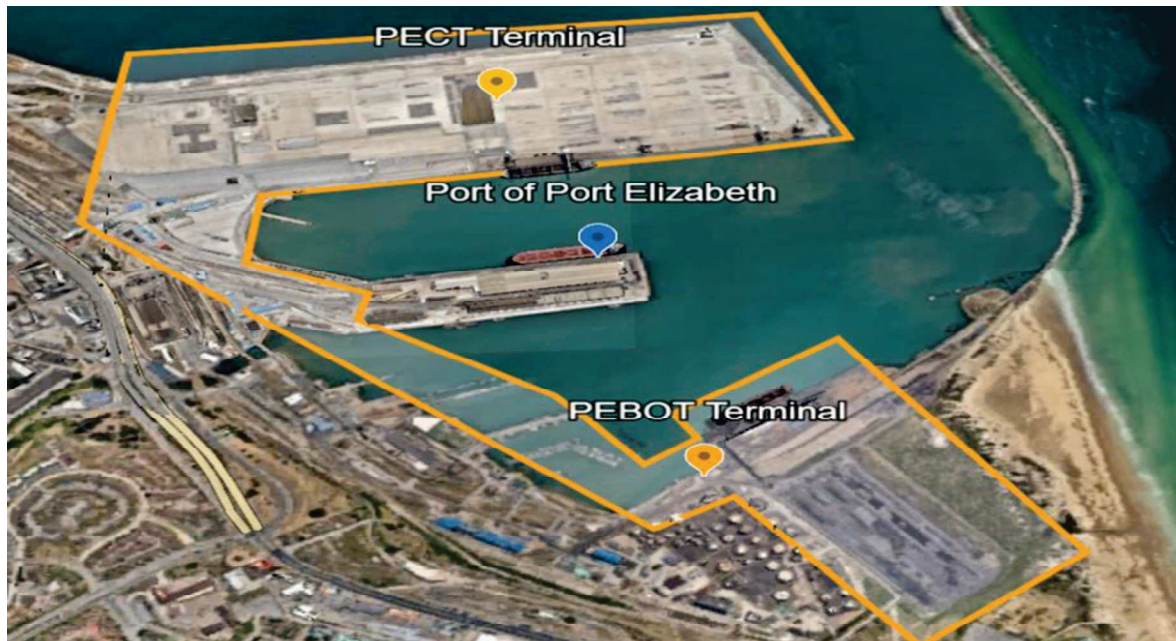
1.1 Executive overview

The Port of Port Elizabeth Terminals has various administration and business unit buildings spread across the Port. Each of these buildings has split air conditioning units installed to service the various offices and workspaces.

Port of Port Elizabeth has infrastructure with air-conditioning system which needs to be replaced with the new air-conditioning systems as procured by TPT and looking for a service provider with relevant experience in air-conditioning system to supply and install new twenty-five (25) aircons.

Below is the Port of Elizabeth Terminals lay-out:

• Latitude: 33°57'22.79"S • Longitude: 25°38'19.14"E



1.2 Employers Objective

The Employer's current objective is to source the new twenty-five (25) aircons.

- Twenty-Three (23) to install them at the Baarkens building as a new installation.
- One (1) Aircon at NRE Building for SCM Boardroom as a new installation.
- One (1) Aircon at Straddle Workshop Room-65 to be stripped then install new aircon at the Port Elizabeth Terminal Buildings as outlined in this scope of works

1.3 Access to the Affected Property

The terminal building that requires the services are the Baarkens, NRE and Straddle Workshop Buildings at Port Elizabeth Terminals.

1.4 Provisions

The service provider shall take all the necessary precautions to protect the public, the property of the public and the property and staff of Transnet Port Terminals and all other persons from injury or damage during the progress of the work.

The service provider shall make full provision to include full compensation in the rates for all material, equipment and labour required to carry out the installation stipulated herein to the satisfaction of the Transnet Port Terminals' representative.

1.5 The location of the equipment

1.5.1 The location of the twenty-five (25) air conditioning systems is:

- Baarkens Building
- NRE Building
- Straddle Workshop Building

1.5.2 The Port is operational 24 hours a day 7 days a week throughout the year. The maintenance staff are available from 07:00 to 15:30 Monday to Friday and standby personnel will be available every day after hours as well as weekends.

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**1.5.3 Provision of Twenty-five (25) New Aircons at Baarkens Building offices:**

The service provider is responsible for installation and handing over the newly installed twenty-five (25) aircons. For the once-off provision of new units' air conditioners, supply, install, test and commissioning of new split type air conditioning units.

Baarkens Supply and Installation of Aircons		
Number	Asset description	Location
1	AIR CONDITIONER 9000BTU	FILE STORE OFFICE NO.5
2	AIR CONDITIONER 9000BTU	NRE Building- SCM Boardroom
3	AIR CONDITIONER 9000BTU	Straddle Workshop- Room 65
4	AIR CONDITIONER 9000BTU	BOARDROOM PARTISION SIDE OFFICE NO.13
5	AIR CONDITIONER 9000BTU	PROJECT MANAGERS' OFFICE NO.6
6	AIR CONDITIONER 9000BTU	PROJECT MANAGERS' OFFICE NO.6
7	AIR CONDITIONER 9000BTU	ENGINEERS OFFICE NO.7
8	AIR CONDITIONER 9000BTU	ENGINEERS OFFICE NO.8
9	AIR CONDITIONER 9000BTU	PROJECT MANAGER OFFICE NO.3
10	AIR CONDITIONER 9000BTU	UNION OFFICE NO.2
11	AIR CONDITIONER 9000BTU	SECRETARY OFFICE NO.1
12	AIR CONDITIONER 9000BTU	TERMINAL MANAGER OFFICE NO.14
13	AIR CONDITIONER 9000BTU	ENGINEERING MANAGER OFFICE NO.9
14	AIR CONDITIONER 9000BTU	BUSINESS CASE OFFICE NO.4.2
15	AIR CONDITIONER 9000BTU	NRE- ICT OFFICE NO.11
16	AIR CONDITIONER 9000BTU	PROJECT SUPPORT TEAM OFFICE NO.4
17	AIR CONDITIONER 9000BTU	PROJECT SUPPORT TEAM OFFICE NO.4
18	AIR CONDITIONER 9000 BTU	BOARDROOM OFFICE NO.13
19	AIR CONDITIONER 9000 BTU	OFFICE BREAK-BULK NO.1
20	AIR CONDITIONER 9000 BTU	BOT Boardroom
21	AIR CONDITIONER 9000 BTU	OFFICE BREAK-BULK NO.2
22	AIR CONDITIONER 24000 BTU	BOARDROOM OFFICE NO.13
23	AIR CONDITIONER 24000 BTU	BOT Messroom-1
24	AIR CONDITIONER 24000 BTU	BOT Messroom-2
25	AIR CONDITIONER 30000 BTU	GENERAL BOARDROOM OFFICE NO.8

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1.5.4 **The new installation of twenty-five (25) aircons:** will be done in accordance with best practices in the industry as mentioned below but not limited to:

- Ensure the piping and trunking to be supplied by service provider.
- Ensure the power line extension for all the aircons when is necessary.
- Check for gas leaks by performing a dye test on all aircons.
- Ensure the air conditioner is working correctly.
- Technical Supervisor will do inspect/ examiner after every aircon is has been installed by the service provider.

Electrical Installation:

- The Employer will provide a power supply cable to the position of the Air conditioning units.
- The standard electrical supply voltage is 240 V single phase at a frequency of 50 Hz. The supply will be solidly earthed with a neutral.
- The Contractor Shall supply and install a new double pole Isolator within arm's reach of the external Condenser as well as the interior evaporators.
- The Isolator shall be weatherproof IP67 rated and shall disconnect neutral and live.
- The Contractor shall connect the air conditioner units to the electrical isolator as well as to the provided supply cable. It is the Contractors responsibility to ensure that the correct power rating and phase rotations are present at the isolator.
- Energising and de-energising of the supply cable will be under the control of the Employer.
- The Contractor shall ensure that he has under his employment or under his control a registered electrician to correctly and safely connect the units to the electrical supply that will be provided.
- All inter-unit wiring and connections are the responsibility of the Air conditioning Contractor

Piping and refrigerant:

- R410A refrigerant or Similar Industry Standard as well as proper annealed copper piping sets for the refrigerant shall be used.
- The correct pipe cutting and flaring tools shall be used for cutting and bending of copper pipes as well as confirming to the bending radius limits of the piping.
- All piping shall be adequately insulated as well as connection points sealed with heat insulators and tied with rubber straps. It should be made sure that no pipes or pipe connections have any leaks by performing leak tests and should be immediately sealed.
- All nuts and bolts of the entire system shall be anti-corrosive stainless steel
- Where, piping passes through building elements, all holes shall be sealed with suitable expanding foam.
- All existing piping is to be removed, and new piping installed for the installation.

Drainage Piping:

- Drainage pipes shall be round Polyvinyl Chloride Pipe (PVC) piping strapped securely onto the building. Where piping is above ground, they shall be extended all the way down to the ground and not be left to drip from a high level.
- Where drainpipes run in the offices the Contractor shall insulate the pipes so that chilled condensation will not damage furniture or floors.
- All PVC pipes connections and joints shall be connected using suitable PVC joint/weld

Internal Units:

- The general installation entails the complete removal of the existing air conditioning units and replacing it with a new more efficient air conditioner unit.
- The internal units shall be installed as per the manufacturer's guidelines for an efficient system.
- The Contractor shall install the internal units in the same location where possible unless otherwise stated by the Employer or recommended by the Contractor.
- Care should be taken when working in the offices of employees.
- The Contractor shall always keep office areas clean and tidy before and during installation, respect employee's furniture and belongings.
- Any damage whatsoever to the property of the Employer or its staff will be at the cost of the Employer.
- The Contractor shall confirm the building element that unit is to be installed on, i.e. Brick wall or dry wall partitioning.
- The Contractor shall install and use the appropriate fixings for the intended installation.

External Units:

- The general installation entails the complete removal of the existing air conditioning units and replacing it with a new more efficient air conditioner unit.
- The outdoor Condenser units shall be installed as per the manufacturer's guidelines for an efficient system.
- Scaffolding shall be erected and approved by the Employers SHE representative to install units at a higher level or use of cherry picker is permitted.
- Condensing units shall as far as possible be readily accessible for inspection and servicing

All work is to be in accordance with the requirements of the South African National Standard (SANS), the Occupational Health and Safety (OHS) Act 85 of 1993 as revised, as well as all other relevant published SANS Standards and current regulations of all other codes applicable to the work. Standards to be applied shall include, but shall not be limited to:

National and international Standards	Document Code
Wiring of premises- Low Voltage Installations	SANS-10142-1
National Building Regulations	SANS-10400
Refrigerating Systems including plants associated with Air Conditioning Systems	SANS-10147
Air Conditioners, Liquid Electrical Appliances- Safety Part1: General Requirements	SANA-54511 Part1-4:2010

1.5.5 Eligibility Criteria:

- (a) Site briefing is compulsory to be attended by the service provider. **(Returnable Schedule T2.2-00)**
- (b) The bidder submits proof of the CIDB grading (2) ME certificate and this shall be mandatory. **(Returnable Schedule T2.2-01)**
- (c) Proof of letter of good stand or COIDA Certificate. **(Returnable schedule T2.2-02)**
- (d) Technician who has qualified on SAQA Qual ID 103277- Occupational Certificate in Air-Conditioning and Refrigeration Mechanic or Technician registered with SAQCC or SAIREC or other relevant HVAC recognized bodies **(Returnable Schedule T2.2-03)**

TRANSNET PORT TERMINALSTender Number: **ICLM PE 856/TPT**

Description of the Works: **Provision and Installation of new Air Conditioners at PECT for Transnet soc limited (reg.no.1990/000900/30) operating as Transnet Port Terminals (hereinafter referred to as "TPT") at Port of Port Elizabeth Multi-purpose Terminal as a once off purchase**

**1.5.6 Technical Evaluation:**

CRITERIA	DESCRIPTION	WEIGHT (Points) %	SCORING PRINCIPAL		RETURNABLE SCHEDULE
1. Experience of a Supervisor	Submit the CV of a supervisor who has vast experience in Air-con installation for five (5) years or more experience.	35	Proof of five years or more	35 Points	T2.2 - 04
			Proof of experience 3 and less than 5 years	18 Points	
			Proof of experience 2 and less than 3 years	9 points	
			Proof of experience less than 2 years	0 points	
2. Experience of the Company	Submit traceable references of aircon maintenance in the past 3 years. <i>Three (3) reference letters with contact details. TPT reserves the right to call the provided referees to obtain testimonials.</i>	35	Three (3) traceable references in the past three years provided.	35 Points	T2.2 - 05
			Two (2) traceable references in the past three years provided.	18 Points	
			One (1) traceable reference in the past three years provided.	9 Points	
3. Experience of Technician	CV of Electrical Technician who has qualified on Occupational Certificate in Air-Conditioning and Refrigeration Mechanic with not less than two (2) years' experience	30	Proof of experience more than two years	30 Points	T2.2 - 06
			Proof of experience 2 years	15 Points	
			Proof of experience less than 2 years	0 Points	
		100			
			Technical Qualification Threshold = 70%.		

1.5.7 Returnable Essential Documents

- (a) The service provider is to provide 24-month guarantee (As a minimum) on all new air conditioners and compressors supplied **(T2.2-11(a))**.
- (b) The service provider is to provide 6 months warranty (As a minimum) on the workmanship on all maintenance, repairs and new fitments **(T2.2-11(b))**.
- (c) The service provider is to provide delivery time for acquisition of new aircons upon award **(T2.2-11(c))**.
- (d) The service provider is to provide a project plan for installation of all aircons upon award **(T2.2-11(d))**.

2 SERVICE

2.1 Temporary service, Affected Property & constraints on how the Contractor Provides the Service

2.1.1 Affected Property entry and security control, permits, and Affected Property regulations

The *Contractor* complies with the Employer's Affected Property entry and security control, permits and Affected Property regulations.

2.1.2 Restrictions to access on Affected Property, roads, walkways and barricades:

2.1.2.1 The *Contractor* is specifically excluded from entering the Employer's Operational Areas which are adjacent to the Affected Property. The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the Employer's operations.

2.1.2.2 The *Contractor* ensures safe passage of his team, to traffic and around the Affected Property working areas at all times which includes providing flagmen.

2.1.2.3 The *Contractor* ensures that any of his staff, labour and Equipment moving outside of his allocated Affected Property and Service Areas does not obstruct the operations of the Port Elizabeth Terminals to this end, access routes are allocated and coordinated by the *Service Manager*.

2.1.2.4 The *Contractor* ensures that all his Service staff, labour, and Equipment remains within his allocated and fenced off working Area.

2.1.2.5 All *Contractor's* staff and labour working within Port Elizabeth Terminals complies with Transnet Port Terminals (TPT) operational safety requirements and are equipped with all necessary personnel protective equipment (PPE), the following are compulsory ie, Safety Boots, Overalls, Hard Hat, Reflector Jacket and Respiratory Masks but not limited to the above-mentioned PPE.

2.1.3 People restrictions on Affected Property; hours of work, conduct and records:

The *Contractor* keeps daily records of his people engaged on the Affected Property with access to such daily records available for inspection by the *Service Manager* at all reasonable times

3 Health and Safety Information

After contract award the following documents must be submitted with a comprehensive, SHE files for TPT SHEQ approval before any work commences:

Document	Annexure
Contractor Compliance File Assessment	A
Contractor Environmental and Sustainability	B
Contractor Health and Safety Specification Guidelines	C
Contractor Questionnaire	D
Section 37 Mandatory Agreement	E

4 Procurement

6.1 The *Contractor's* Invoices

6.1.1 The invoice states the following:

- Invoice addressed to Transnet SOC Limited;
- Transnet Limited's VAT No: 4720103177;
- Invoice number;
- The *Contractor's* VAT Number; and

6.1.2 The invoice contains the supporting detail:

A bill format as per the tender document indicating previously paid, paid to date and amount due for the month.

The invoice is presented either by post or by hand delivery.

6.1.3 Invoices submitted by email are addressed to:

The invoice is presented as an original.