Transnet Freight Rail

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ)

FOR THE: SUPPLY, DELIVER, INSTALL, COMMISSION AND HANDOVER SEWER PUMPS CONTROL PANELS FOR THE TRIM RNC DEPOT IN RICHARDS BAY

RFQ NUMBER	**: ERAC-RCB-55788**
ISSUE DATE	**: 10 November 2026**
COMPULSORY TENDER CLARIFICATION	**: Not applicable**
CLOSING DATE	**: 30 November 2026**
CLOSING TIME	**: 10h00am**
TENDER VALIDITY PERIOD	**: 12 weeks from closing date**

Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted

Contents

Number Heading

The Tender

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

Part T2: Returnable Documents

T2.1 List of Returnable Document

T2.2 Returnable Schedules

The Contract

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data (Parts 1 & 2)

Part C2: Pricing Data

C2.1 Pricing Instructions

C2.2 Bill of Quantities

Part C3: Scope of Work

C3.1 Works Information

Part C4: Site Information

C4.1 Site Information

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	**SUPPLY, DELIVER, INSTALL, COMMISSION AND HANDOVER SEWER PUMPS CONTROL PANELS FOR THE TRIM RNC DEPOT IN RICHARDS BAY**
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	**Not Applicable**
CLOSING DATE	**10:00am on 30 November 2026** Tenderers must ensure that tenders are uploaded timeously onto the system. **If a tender is late, it will not be accepted for consideration**.

2. TENDER SUBMISSION

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

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

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;

- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

b) 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);

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 T2.2-10 [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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

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

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

Transnet urges its clients, suppliers and the general public

to report any fraud or corruption to

TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com

T1.2 TENDER DATA

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

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

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

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

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

	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Technical Buyer
	Name:	Millicent Ndlela
	Address:	Transnet Freight Rail, Cnr Jet Park & North Reef Rd Elandsfontein
	Tel No.	011 878 7143
	E – mail	Millicent.Ndlela@transnet.net

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

1. **Stage One - Eligibility in terms of the Construction Industry Development Board:**
   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 **2CE** or higher class of construction work, are eligible to have their tenders evaluated.

a) 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 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 **2CE** or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

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

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

C.2.12 No alternative tender offers will be considered.

C.2.13.3	Each tender offer shall be in the **English Language.**
C.2.13.5 C2.15.1	The *Employer*'s details and identification details that are to be shown on each tender offer are as follows: Identification details: The tender documents must be uploaded with: ▪ Name of Tenderer: ▪ Contact person and details: ▪ The Tender Number: ERAC-RCB-55788 The Tender Description: SUPPLY, DELIVER, INSTALL, COMMISSION AND HANDOVER SEWER PUMPS CONTROL PANELS FOR THE TRIM RNC DEPOT IN RICHARDS BAY Documents must be marked for the attention of: ***Employer*'s Agent: Millicent Ndlela**
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: **10:00am** on the **30 November 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: 1. A valid Tax Clearance Certificate issued by the South African Revenue Services. **Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status**. 2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender; 3. A valid CIDB CRS Number to be used to verify the CIDB registration and status in the correct designated grading; 2. Proof of registration on the Central Supplier Database; 3. Letter of Good Standing with the Workmen's compensation fund by the tendering

entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C.3.11. Only tenders that are Administratively and Substantively Responsive will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations

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

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

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

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor (1 or 2) (10)	10
>50% Black Youth Owned Entities (10)	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
>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

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION 1 or 2 (10) >50% Black Youth Owned Entities (10)	20
Total points for Price and Specific Goals must not exceed	100

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

C.3.13 Tender offers will only be accepted if:

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

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

3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially 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) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,

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

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

T2.1 List of Returnable Documents

2.1.1 Returnable Schedules:

General:

T2.2-01 Health and Safety Management

T2.2-02 Authority to submit tender

T2.2-03 Letter of Good Standing

T2.2-04 Risk Elements

T2.2-05 Availability of equipment and other resources

T2.2-06 Site Establishment requirements

2.1.2 Agreement and Commitment by Tenderer:

T2.2-07: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire / Valid proof of Respondent compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1

T2.2-08 Non-Disclosure Agreement

T2.2-09 RFQ Declaration Form

T2.2-10 RFQ – Breach of Law

T2.2-11 Certificate of Acquaintance with Tender Document

T2.2-12 Service Provider Integrity Pact

T2.2-13 Supplier Code of Conduct

T2.2-14 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

2.1.3 Bonds/Guarantees/Financial/Insurance:

T2.2-15 Insurance provided by the Contractor

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

2.3 C1.2 Contract Data Part Two (Data by Contractor)

2.4 C2.2 Bill of Quantities

T2.2-01 Health and Safety Questionnaire

1. SAFE WORK PERFORMANCE

1A. Injury Experience / Historical Performance - Alberta

Use the previous three years injury and illness records to complete the following:

Year			
Number of medical treatment cases			
Number of restricted work day cases			
Number of lost time injury cases			
Number of fatal injuries			
Total recordable frequency			
Lost time injury frequency			
Number of worker manhours			

1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician
2 – Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties
3 – Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day
4 – Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours
5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours

1B. Workers' Compensation Experience

Use the previous three years injury and illness records to complete the following (if applicable):

Industry Code:	Industry Classification:

Year			
Industry Rate			
Contractor Rate			
% Discount or Surcharge			

Is your Workers' Compensation account in good standing? ☐ Yes ☐ No
(Please provide letter of confirmation)

2. CITATIONS

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

Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State?
☐ Yes ☐ No
If yes, provide details:

3. CERTIFICATE OF RECOGNITION

Does your company have a Certificate of Recognition?
☐ Yes ☐ No If Yes, what is the Certificate No. _____ Issue Date _____

4. SAFETY PROGRAM

Do you have a written safety program manual? ☐ Yes ☐ No
If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution? ☐ Yes ☐ No
If Yes, provide a copy for review

Does your safety program contain the following elements:

	Yes	No		Yes	No
Corporate Safety Policy	☐	☐	Equipment Maintenance	☐	☐
Incident Notification Policy	☐	☐	Emergency Response	☐	☐
Recordkeeping & Statistics	☐	☐	Hazard Assessment	☐	☐
Reference to Legislation	☐	☐	Safe Work Practices	☐	☐
General Rules & Regulations	☐	☐	Safe Work Procedures	☐	☐
Progressive Discipline Policy	☐	☐	Workplace Inspections	☐	☐
Responsibilities	☐	☐	Investigation Process	☐	☐
PPE Standards	☐	☐	Training Policy & Program	☐	☐
Environmental Standards	☐	☐	Communication Processes	☐	☐
Modified Work Program	☐	☐			

5. TRAINING PROGRAM

5A. Do you have an orientation program for new hire employees? ☐ Yes ☐ No
If Yes, include a course outline. Does it include any of the following:

	Yes	No		Yes	No
General Rules & Regulations	☐	☐	Confined Space Entry	☐	☐
Emergency Reporting	☐	☐	Trenching & Excavation	☐	☐
Injury Reporting	☐	☐	Signs & Barricades	☐	☐
legislation	☐	☐	Dangerous Holes & Openings	☐	☐
Right to Refuse Work	☐	☐	Rigging & Cranes	☐	☐
Personal Protective Equipment	☐	☐	Mobile Vehicles	☐	☐
Emergency Procedures	☐	☐	Preventative Maintenance	☐	☐
Project Safety Committee	☐	☐	Hand & Power Tools	☐	☐
Housekeeping	☐	☐	Fire Prevention & Protection	☐	☐
Ladders & Scaffolds	☐	☐	Electrical Safety	☐	☐
Fall Arrest Standards	☐	☐	Compressed Gas Cylinders	☐	☐
Aerial Work Platforms	☐	☐	Weather Extremes	☐	☐

5B. Do you have a program for training newly hired or promoted supervisors? ☐ Yes ☐ No
(If Yes, submit an outline for evaluation. Does it include instruction on the following:

	Yes	No		Yes	No

EMPLOYER RESPONSIBILITIES	☐	☐	SAFETY COMMUNICATION	☐	☐
EMPLOYEE RESPONSIBILITIES	☐	☐	FIRST AID/MEDICAL PROCEDURES	☐	☐
DUE DILIGENCE	☐	☐	NEW WORKER TRAINING	☐	☐
SAFETY LEADERSHIP	☐	☐	ENVIRONMENTAL REQUIREMENTS	☐	☐
WORK REFUSALS	☐	☐	HAZARD ASSESSMENT	☐	☐
INSPECTION PROCESSES	☐	☐	PRE-JOB SAFETY INSTRUCTION	☐	☐
EMERGENCY PROCEDURES	☐	☐	DRUG & ALCOHOL POLICY	☐	☐
INCIDENT INVESTIGATION	☐	☐	PROGRESSIVE DISCIPLINARY POLICY	☐	☐
SAFE WORK PROCEDURES	☐	☐	SAFE WORK PRACTICES	☐	☐
SAFETY MEETINGS	☐	☐	NOTIFICATION REQUIREMENTS	☐	☐

6. SAFETY ACTIVITIES

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

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

Who follows up on inspection action items?

Do you hold site safety meetings for field employees? If Yes, how often?

Yes ☐ No ☐ Daily ☐ Weekly ☐ Biweekly ☐

Do you hold site meetings where safety is addressed with management and field supervisors?

Yes ☐ No ☐ Weekly ☐ Biweekly ☐ Monthly ☐

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

Is the process documented? ☐ Yes ☐ No

Who leads the discussion?

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

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

Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?

☐ Yes ☐ No

How does your company measure its H&S success?

- Attach separate sheet to explain

7. SAFETY STEWARDSHIP

7A Are incident reports and report summaries sent to the following and how often?

	Yes	No	Monthly	Quarterly	Annually
Project/Site Manager	☐	☐	☐	☐	☐
Managing Director	☐	☐	☐	☐	☐
Safety Director/Manager	☐	☐	☐	☐	☐
/Chief Executive Officer	☐	☐	☐	☐	☐

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

	Yes	No	Monthly	Quarterly	Annually
Incidents totaled for the entire company	☐	☐	☐	☐	☐
Incidents totaled by project	☐	☐	☐	☐	☐
• Subtotaled by superintendent	☐	☐	☐	☐	☐
• Subtotaled by foreman	☐	☐	☐	☐	☐

7C How are the costs of individual incidents kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Costs totaled for the entire company	☐	☐	☐	☐	☐
Costs totaled by project	☐	☐	☐	☐	☐
• Subtotaled by superintendent	☐	☐	☐	☐	☐
• Subtotaled by foreman/general foreman	☐	☐	☐	☐	☐

7D Does your company track non-injury incidents?

	Yes	No	Monthly	Quarterly	Annually
Near Miss	☐	☐	☐	☐	☐
Property Damage	☐	☐	☐	☐	☐
Fire	☐	☐	☐	☐	☐
Security	☐	☐	☐	☐	☐
Environmental	☐	☐	☐	☐	☐

8 PERSONNEL

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

Name	Position/Title	Designation

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

Name	Address	Telephone Number

Other responsibilities:

9 REFERENCES

List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program

Name and Company	Address	Phone Number

T2.2-02: Authority to submit a Tender

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

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

A. Certificate for Company

I, _____ chairperson of the board of directors _____

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

Signed Date

Name Position Chairman of the Board of Directors

B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

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

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

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

Signed Date

Name Position Sole Proprietor

T2.2-03: Letter/s of Good Standing with the Workmen's Compensation Fund.

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

1.

2.

3.

4.

Name of Company/Members of Joint Venture:

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

T2.2-04: Risk Elements

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

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

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

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

T2.2-05: Availability of Equipment and Other Resources

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

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

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

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

Tenderer .....

T2.2-06: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

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

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

Tenderer .....

T2.2-07 : ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	**Identity number**	**Personal income tax number**

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

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

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

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

Signed _____ Date .....

Name _____ Position .....

Enterprise name .....

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

---

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

(a) Price;

(b) B-BBEE Status Level of Contribution; and

(c) Any other specific goal determined in the Transnet preferential procurement policy

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

DISCRIPTION	POINTS
PRICE	80
B-BBEE Level of contributor (1 or 2) (10) >50% Black Youth Owned Entities (10)	20
Total points for Price and Specific Goals must not exceed	100

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

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

4. EVEDINCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
>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 enterprises:

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

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

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

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

4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contribution: . = ……(maximum of 20 points)

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES		NO	

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

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

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the bidding process;

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

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

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

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

(f) forward the matter for criminal prosecution.

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state? **YES/NO**

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

Full Name	**Identity Number**	**Name of State institution**

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

2.2.1 If so, furnish particulars:

[1] 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.

……
……

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 consortium2 will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are

[2] 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.

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

T2.2-08 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Transnet Corporate Centre 138 Eloff Street , Braamfontein , Johannesburg 2000

and

.....

.....

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

.....

.....

.....

.....

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

1.2 **Bid** or **Bid Document** (hereinafter Tender) means Transnet's Request for Quotation [**RFQ**], as the case may be;

1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the

Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after
the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or

1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or

1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and

1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.

2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.

2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:

2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or

2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:

3.3.1 return all written Confidential Information [including all copies]; and

3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.

3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.

4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Tender and continue thereafter for a period of 5 [five] years.

6. PRINCIPAL

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Tender and in complying with the terms of this Agreement.

7. ADEQUACY OF DAMAGES

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

8. PRIVACY AND DATA PROTECTION

8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel

shall observe the provisions of such Act [as applicable] or any amendments and re-enactments
thereof and any regulations made pursuant thereto.

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed Date

Name Position

Tenderer

T2.2-9: 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 the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).

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

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

IMPORTANT NOTICE TO RESPONDENTS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Respondent have any material concern regarding a tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.

- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.

- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net

- For transactions below the R5, 000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.

- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.

T2.2-10: REQUEST FOR QUATATION – BREACH OF LAW.

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

_____
_____
_____
_____
_____
_____

DATE OF BREACH: _____

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

Signed on this _____ day of _____ 20____

_____

SIGNATURE OF TENDERER

T2.2-11: Certificate of Acquaintance with Tender Documents.

NAME OF TENDERING ENTITY:

_____

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

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

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

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

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

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

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

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

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

   a) prices;

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

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

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

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

   f) Tendering with the intention not winning the Tender.

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

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

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

Signed on this _____ day of _____20___

_____

SIGNATURE OF TENDERER

T2.2-12: Service Provider Integrity Pact.

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE.

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

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

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

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

1 OBJECTIVES

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

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

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

2 COMMITMENTS OF TRANSNET

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

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

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

which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.

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

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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

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

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

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

3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:

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

b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or

immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

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

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

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

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

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

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

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

3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights,

Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

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

b) Labour

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

c) Environment

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

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

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

4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However

communication between partners in a joint venture or consortium will not be construed as collusive tendering.

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

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

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

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

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

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

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

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

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

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

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

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

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

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

a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders.
b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents.
c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract.
d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract.
e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person.
f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
   (i) he made the statement in good faith honestly believing it to be correct; and
   (ii) before making such statement, he took all reasonable steps to satisfy himself of its correctness.
g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor.
h) has litigated against Transnet in bad faith.

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

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

7 PREVIOUS TRANSGRESSIONS

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

its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.

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

8 SANCTIONS FOR VIOLATIONS

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

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

9 CONFLICTS OF INTEREST

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

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

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

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

member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:

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

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

10 DISPUTE RESOLUTION

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

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

11 GENERAL

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

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

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

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

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

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

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

Signature ……

Date ……..

T2.2-13: 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 B-BBEE spend (fronting).

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

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

Conflicts of Interest

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

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

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

I, of

(insert name of Director or as per Authority Resolution from Board of Directors) (insert name of Company)

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

Signed this on day _____ at _____

_____

Signature

T2.2-14 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 Name of Tenderer / Contractor _____ hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

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

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

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

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

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

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

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

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

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

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

YES		NO	

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

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____day of _____ 2021

Name: _____

Title: _____

Signature: _____

Company Name: _____

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-15: Insurance provided by the *Contractor*

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

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

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

C1.2 Contract Data

Part one - Data provided by the *Employer*

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

	Address	Registered address: **Transnet Corporate Centre** **96 Rissik Street** **Braamfontein** **Johannesburg** **2000**
	Having elected its Contractual Address for the purposes of this contract as:	**Transnet Freight Rail** **Corner Jet Park & North Reef Rd** **Elandsfontein** **Johannesburg**
10.1	The *Project Manager* is: Address Tel e-mail	**Sbu Luvuno** **Richards Bay** **073 043 3265** **Sbu.Luvuno@transnet.net**
11.2(13)	The *works* are	**Supply, delivery, installation and commissioning of sewer pumps, control panels for RNC Depot, Richards Bay**
11.2(15)	The *boundaries of the site* are	**As stated in Part C4.1."Description of the Site and it surroundings"**
11.2(14)	The following matters will be included in the Risk Register	**Security at the facility** **Unplanned Power outages** **Unavailability of Supersucker**
	The Site Information is in	**Part C4**
11.2(19)	The Works Information is in	**Part C3**
12.2	The *law of the contract* is the law of	**the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**2 weeks**
2	**The *Contractor*'s main responsibilities**	**No additional data is required for this section of the *conditions of contract*.**

3	**Time**	
11.2(3)	The *completion date* for the whole of the *works* is	**25 March 2027**
31.2	The *starting date* is	**01 February 2027**
35.1	The *Employer* is not willing to take over the *works* before the Completion Date.	
5	**Payment**	
50.1	The *assessment interval* is monthly on the	**25th (twenty fifth) day of each successive month.**
51.1	The *currency of this contract* is the	**South African Rand**
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 *interest rate* is	**the prime lending rate of Standard Bank of South Africa.**
8	**Risks and insurance**	
84.1	The *Employer* provides these insurances from the Insurance Table	
	1 Insurance against:	**Loss of or damage to the *works*, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability**
	Cover / indemnity:	**to the extent as stated in the insurance policy for Contract Works / Public Liability**
	The deductibles are:	**as stated in the insurance policy for Contract Works / Public Liability**

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

The *Contractor* provides these additional Insurances	**1**	**Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
	2	**Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
	3	**Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
	4	**Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit.**

		5	**The insurance coverage referred to in 1, 2, 3, and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor.***
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is		**Whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.**
9	**Termination**	**There is no additional Contract Data required for this section of the *conditions of contract*.**	
10	**Data for main Option clause**		
B	**Priced contract with Bill of Quantities**	**No additional data is required for this Option.**	
60.6	The *method of measurement* is	**The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.**	
11	**Data for Option W1**		

W1.1	The *Adjudicator* is	**Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the *Adjudicator*, the Chairman of the Association of Arbitrators will appoint an *Adjudicator.***
W1.2(3)	The *Adjudicator nominating body* is:	**The Chairman of the Association of Arbitrators (Southern Africa)**
	If no *Adjudicator nominating body* is entered, it is:	**the Association of Arbitrators (Southern Africa)**
W1.4(2)	The *tribunal* is:	**Arbitration**
W1.4(5)	The *arbitration procedure* is	**The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)**
	The place where arbitration is to be held is	**Johannesburg, 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 law**	**No additional data required for this option**
X7	**Delay damages**	
X7.1	Delay damages for Completion of the whole of the *works* are	**R1 000.00 per day**
X18	**Limitation of liability**	

X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to:	**Nil**
X18.2	For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to:	**The deductible of the relevant insurance policy**
X18.3	The *Contractor's* liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	**The cost of correcting the Defect**
X18.4	The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	**The Total of the Prices**
X18.5	The *end of liability date* is	**12 months after Completion of the whole of the *works***

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

Z1	**Additional clauses relating to Joint Venture**	
Z1.1		**27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.** **The Joint Venture agreement shall contain but not be limited to the following:** • **A brief description of the Contract and the Deliverables;** • **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;** • **The constituent's interests;** • **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;** • **Details of an internal dispute resolution procedure;** • **Written confirmation by all of the constituents:** **i. of their joint and several liabilities to the *Employer* to Provide the Works;** **ii. identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;** **iii. Identification of the roles and responsibilities of the constituents to provide the Works.** • **Financial requirements for the Joint Venture:** **iv. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;** **v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**
Z1.2		**27.6. The *Contractor* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer.***

Z2	**Additional obligations respect Termination**	
Z2.1		**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)**
Z2.2	**Termination Table**	**The following will be included under core clause 90.2 Termination Table as follows:** **Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"**
Z2.3		**Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."**

Z3	**Right Reserved by the *Employer* to Conduct Vetting through SSA**	
Z3.1		**The *Employer* reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any *Contractor* who has access to National Key Points for the following without limitations:** 1. **Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.**

		2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. **3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.**
Z4	**Additional Clause Relating to Collusion in the Construction Industry**	
Z4.1		**The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.**
Z5	**Protection of Personal Information Act**	
Z5.1		**The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.**

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
B	**Priced contract with bill of quantities**	
11.2(21)	The *bill of quantities* is in	
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT
	Data for Schedules of Cost Components	*Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.*

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

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

PART 2: PRICING DATA

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

C2.1 Pricing instructions: Option B

1. The *conditions of contract*

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

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

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

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

1.2. Function of the Bill of Quantities

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

1.3. Guidance before pricing and measuring

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

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

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

2. Measurement and payment

2.1. Symbols

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

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

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

2.2. General assumptions

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

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

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

2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then

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

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.

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

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

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

2.3. Departures from the *method of measurement*

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 use.

C2.2 The *bill of quantities*

ITEM NO	DESCRIPTION OF GOODS/SERVICES	UOM	Qty.	Rate	Amount
	Supply, deliver, install, commission and handover sewer pumps, control Panels, etc.				
	Preliminaries & General				
1.	Fixed Cost Charges	sum	1		
2.	Time Related Charges	mon.	1		
3.	2.5KW Grundfos pump, SLV65.65.22.50D.C or similar approved	ea.	2		
4.	Panel for 2.5KW Grundfos pump LC242 or similar approved	ea.	2		
5.	4.5KW Grundfos pump, SL1.100.100.40.4.50D.C or similar approved	ea.	1		
6.	Panel for 4.5KW Grundfos pump LC242 PI or similar approved	ea.	1		
7.	6mm S/S chain with shackles	m	14		
8.	8mm S/S chain with shackles	m	7		
9.	Bolt set for 3 pumps above	set	3		
10.	Control Panel Stand, S/S	ea.	3		
11.	Grundfos Ringstand DN80, 2.5inch hose con or similar approved	ea.	2		
12.	Grundfos 3 float switch MS1, 10m cable or similar approved	ea.	3		
13.	Valve chamber fittings for 2.5KW pump (incl. RSV valves, non-return valve, spool piece and flange adaptor)	ea.	2		
14.	Pump connection pipe, clamp & fittings for 2.5KW Grundfos pump or similar approved.	ea.	2		
15.	Valve chamber fittings for 4.5KW pump (incl. RSV valves, non-return valve, spool piece and flange adapter)	ea.	1		

16.	Pump connection pipe, clamp & fittings for 4.5KW Grundfos pump or similar approved.	ea.	1		
17.	2m x 2m concrete cover slab with polymer frame and lid and cast-iron tanks	ea.	2		
18.	Consumables per pump	ea.	3		
19.	Labour for the installation of pumps, Control Panels and accessories	sum	1		
20.	Travelling for the team	sum	1		
21.	Commissioning of the pumps and complete system	sum	1		
22.	Provision of Equipment for installation of pumps, Control Panels and accessories	sum	1		
23.	Removal and repair/service of existing 2.5KW pumps	ea.	2		
24.	Removal and repair/service of existing 4.5KW pump	ea.	1		
25.	Provision of maintenance plan for pumps	ea.	1		
Total					
Vat (15%)					
Total Amount					

PART C3: SCOPE OF WORK

Document reference	Title	No of page
	This cover page	1
C3.1	*Employer's* Works Information	21
C3.2	*Contractor's* Works	1
	Total number of pages	**23**

C3.1 *EMPLOYER'S* WORKS INFORMATION

Contents

PART C3: SCOPE OF WORK 1
SECTION 1 4
1 Description of the *works* 4
1.1 Executive overview 4
1.2 *Employer's* objectives 4
1.3 Interpretation and terminology 4
2 Engineering and the *Contractor's* design 4
2.1 *Employer's* design 4
2.2 Parts of the *works* which the *Contractor* is to design 5
2.3 Procedure for submission and acceptance of *Contractor's* design 6
2.4 Review and Acceptance of *Contractor* Documentation 5
2.5 Other requirements of the *Contractor's* design 5
2.6 Use of *Contractor's* design 5
2.7 Design of Equipment 6
2.8 Equipment required to be included in the *works* 6
2.9 As-built drawings, operating manuals and maintenance schedules 6
3 Construction 6
3.1 Temporary *works*, Site services & construction constraints 6
3.2 Completion, testing, commissioning and correction of Defects 11
4 Plant and Materials Standards and Workmanship 12
4.1 Investigation, Survey and Site Clearance 122
4.2 Building works 12
4.3 Civil Engineering and Structural Works 12
4.4 Electrical & mechanical engineering works 12
4.5 Process control and IT works 12
4.6 Other [as required] 12
5 List Of Drawings 13
5.1 Drawings issued by the *Employer* 13
SECTION 2 14
6 Management and start up 14
6.1 Management meetings 14

6.2 Documentation Control 14
6.3 Safety risk management 14
6.4 Environmental constraints and management 15
6.5 Quality assurance requirements 18
6.6 Programming constraints 18
6.7 Contractor's management, supervision and key people 18
6.8 Insurance provided by the Employer 18
6.9 Insurance provided by the Employer 18
6.10 Provision of bonds and guarantees 18
6.13 The *Contractor's* Invoices 19
6.14 People 20
6.15 Plant and Materials 21

SECTION 3 23
C3.2 *CONTRACTOR'S* WORKS INFORMATION 223

SECTION 1

1 Description of the *works*

1.1 Executive overview

The *works* that the *Contractor* is to perform *involve removal of existing submersible sewer pumps, supply, delivery, installation and commissioning of the new submersible sewer pumps for the RNC Depot in Richards Bay.*

1.2 *Employer's* objectives

The *Employer*'s objectives are
To replace the existing the non-functioning submersible sewer pumps whilst still maintaining the highest environmental, quality and safety standards.

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
CEMP	Construction Environmental Management Plan
DP	Data Pack
EA	Environmental Authorisation
FEQ	Field Engineering Query
GA	General Arrangement Drawing
HVAC	Heating Ventilation Air-conditioning and Cooling
ID	Personal identification document
NCR	Non-conformance report
NEMA	National Environmental Management Act
PES	Project Environmental Specifications
PIRPMP	Project Industrial Relations Policy and Management Plan
PQP	Project Quality Plan
QCP	Quality Control Plan
SANS	South African National Standards previously South African Bureau of Standards (SABS)
SES	Standard Environmental Specification
SHE	Safety, Health & Environment
TFR	Transnet Freight Rail
EMPLOYER	Transnet Group Capital
TNPA	Transnet National Ports Authority
WUL	Water-use Licence
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SIP	Site Induction Programme
SMP	Safety Management Plan

2 Engineering and the *Contractor's* design

2.1 *Employer's* design

2.1.1 The *Employer*'s design for the *works* is: N/A (Pumps are to be as per specification).

2.1.2 N/A.

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

2.2.1 The *Contractor* is to design the following parts of the *works*:

None.

2.2.2 There are no designs required.

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

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

2.3.1 The *Contractor* shall address the following procedures:

N/A.

2.3.2 The *Contractor* undertakes design safety reviews fuel lubricant spillages control – see TCP-HAS-STD-001] with the project Safety Officer.

2.3.3 Documentation Submission

In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Contractor Document Submittal Requirements' Standard included in Annexure 1 (Refer DOC-STD-0001).

2.4 Review and Acceptance of *Contractor* Documentation

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

In undertaking the '*Works*' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the '*Contractor* Document Submittal Requirements' Standard included in Annexure 1 (Refer DOC-STD-0001).

2.5 Other requirements of the *Contractor's* design

2.5.1 The *Contractor*'s design complies with the following:

N/A.

2.6 Use of *Contractor's* design

2.6.1 N/A.

2.6.2 The *Contractor* vests in the *Employer* full title guarantee in the intellectual property and copyright in the design data created in relation to the *works* as follows:

N/A

2.7 Design of Equipment

2.7.1 The *Contractor* submits his design details for the following categories of his proposed principal Equipment to the *Project Manager* for his information only:

Proof of size and capability of the submersible sewer.

2.7.2 The following principal Equipment categories deployed for the *Contractor* to provide the *Works* require its design to be accepted by the *Project Manager* under ECC Clause 23.1:

Proof of size and capability of the submersible sewer.

2.8 Equipment required to be included in the *works*

2.8.1 None

2.9 As-built drawings, operating manuals and maintenance schedules

2.9.1 The *Contractor* provides the following:

Manuals for the submersible sewer pumps and control panels.
Maintenance plan for the submersible sewer pumps.

2.9.2 **As-Built/Final Documentation**

In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Contractor Document Submittal Requirements' Standard included in Annexure 1 (Refer DOC-STD-0001).

2.9.3 **Installation, Maintenance and Operating Manuals and Data Books**

In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Data Books and Manuals' Standard included in Annexure 10 (Refer DOC-STD-0001) and the '*Contractor* Documentation Submittal Requirements' Standard included in Annexure 1 (Refer to DOC-STD-0001).

3 Construction

3.1 Temporary *works*, Site services & construction constraints

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

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

The Site is located within an operational area of the *Employer,* and the *Contractor* shall ensure the safe passage of traffic to and around the Site at all times. This shall entail the provision of flagmen, protective barriers, lanterns, signs, etc. for protection, direction and control of traffic.

The Contractor shall organise the work to cause the least possible inconvenience to other construction activities or operations at the Site. Access for Others to adjacent areas shall be maintained at all times.

The Site is located within a designated Secure Area, and accordingly all access into the area will be through a gate with access control.

The Contractor shall obtain the necessary entry permits for all staff working within the area in accordance with the access control requirements of the Employer and shall issue each personnel member with an appropriate identification card.

All costs incurred in providing construction personnel with ID cards and access permits shall be borne by the Contractor.

The Contractor's watchmen are not allowed on Site for this purpose.

Housing of the Contractor's people on site is not permitted.

.

The Contractor complies with the following requirements of the Employer:

As per paragraph 3.1.1 above.

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

Restrictions to access on Site, roads, walkways and barricades as per paragraph 3.1.1 above.

3.1.3 Restrictions to access on Site, roads, walkways and barricades

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

The working hours shall be in accordance with the requirements of the Department of Labour or with the agreement of the relevant trade unions. This information relating to working hours shall be supplied to the Project Manager prior to commencement of the proposed working hours.

Contractor's staff shall be confined to the working area and defined access routes and shall not be allowed to be present in other areas of the Employer. Contractor staff found disobeying this instruction will be subject to disciplinary action.

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

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

3.1.4 The *Contractor* complies with the following requirements of the *Employer*:

At all times during construction the *Contractor* is responsible for the safety of all persons on the

Site and on the equipment and shall have the necessary systems and procedures in place to effectively manage this in relation to H & S requirements in addition to those of the OHSA Act and Regulation (85 of 1993, CR 2014).

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

Environmental controls, fauna & flora, dealing with objects of historical interest. The *Contractor* shall perform the Works and all construction activities within the Site and Working Areas having due regard for the environment and environmental management practices.

The *Contractor* complies with the PES, CEMP and SES in the construction of the works, all as described in *Employer's* Works Information

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

The *Contractor's* employees are to be always within the boundaries of the site.

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

07:00-16:00, Monday to Friday.

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

3.1.8 Health and safety facilities on Site

At all times during construction the *Contractor* is responsible for the safety of all persons on the Site and on the equipment and shall have the necessary systems and procedures in place to effectively manage this in relation to H & S requirements in addition to those of the OHSA Act and Regulation (85 of 1993, CR 2014).

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

Environmental controls, fauna & flora, dealing with objects of historical interest. The *Contractor* shall perform the Works and all construction activities within the Site and Working Areas having due regard for the environment and environmental management practices.

The *Contractor* complies with the PES, CEMP and SES in the construction of the works, all as described in *Employer's* Works Information

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

3.1.10 Environmental controls, fauna & flora, dealing with objects of historical interest

Environmental controls, fauna & flora, dealing with objects of historical interest. The *Contractor* shall perform the Works and all construction activities within the Site and Working Areas having due regard for the environment and environmental management practices.

3.1.11 The *Contractor* complies with the CEMP, SES and PES in the construction of the *works*, all as described under paragraph 2.4 of C3.1 *Employer*'s Works Information.

The *Contractor* complies with the PES, CEMP and SES in the construction of the works, all as described in *Employer's* Works Information.

3.1.12 Title to Materials from demolition and excavation

Clause 73.2 states that the *Contractor* has title to Materials from excavation and demolition only as stated in the Works Information.

3.1.13 The *Contractor* has no title to all Materials arising from excavation and demolition in the performance of the *works* with the exception of:

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

3.1.14 Cooperating with and obtaining acceptance of Others

During the course of the contract, departments of Transnet and other *Contractors* may be working in the general area surrounding the working area. The *Contractor* must make allowance for the necessity to interface with the activities of others, and to allow for safe access and working conditions.

At least some of the Site work may take place while the adjacent areas will be in operation. The Contractor shall take all necessary steps for his Works not to interfere with operations and to ensure that normal traffic flow of the operational terminal is not obstructed.

The success of the project depends on the effective co-operation of all *Contractors* on site, and the Contractor, if necessary, must discuss his programme on a day-to-day basis with the Project Manager to ensure effective co-ordination.

3.1.15 Publicity and progress photographs

The *Contractor* treats all information gained through his appointment on this project as strictly confidential. The *Contractor* is not allowed to prepare or present any paper, publish any article in a technical journal, or derive publicity for his business which makes any reference to any aspect of the work on this project unless the *Employer* grants special permission, in writing, for the purpose.

No photographs are to be taken unless the photographer is in possession of a camera permit issued by the TNPA Chief Security Officer, Port of Richards Bay. Photographs are to be taken for record purposes only.

The *Contractor* provides a comprehensive photographic record of the progress of the Works by taking photographs at weekly intervals. The initial photographs are to be taken at the start of the project, immediately prior to the commencement of any work. As far as possible each set of photographs shall be taken from the same locations as the previous set.

The areas to be photographed and the quantity of photographs in each area will be determined by the *Project Manager*.

Progress photographs of all manufacturing work carried out off-site are also required.

Photographs are to be submitted in JPEG format, with a minimum resolution of 1200 x 800. Each set of photographs must be accompanied by an index showing:

- Contract reference
- Photograph file reference
    - Date of Photograph
    - Subject matter.

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

3.1.16 The *Contractor* provides a notice

N/A

3.1.17 The *Contractor* provides progress photographs

N/A

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

3.1.19 *Contractor*'s Equipment

All Equipment supplied and used by the *Contractor* on Site shall be selected and operated in such a way that design loadings of the particular areas are not exceeded and that damage to all existing surfaces and services are avoided. The *Contractor* will be required to repair, at his own cost and to the satisfaction of the *Project Manager*, any such damage caused by him.

The *Contractor* shall keep daily records of all Equipment used on Site and the Working Areas with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

All Equipment necessary for the Works shall be provided and allowed for by the *Contractor*.

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

3.1.21 The *Contractor* complies with the following permissions and restrictions in the use of Equipment as required by the *Employer*:

N/A

3.1.22 Equipment provided by the *Employer.*

The *Employer* does not provide any equipment.

3.1.23 The *Employer* provides the following Equipment on the Site for the *Contractor*'s use:

The Employer provides the following Equipment:

Submersible sewer pumps

Control Panels

3.1.24 The *Contractor* complies with the following conditions in using the *Employer*'s Equipment:

Keep records of all materials used.

3.1.25 Site services and facilities:

Latrine Services

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

Security

Latrine Services

Mess rooms

Water

Electricity

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

3.1.28 Facilities provided by the *Contractor:*

N/A

3.1.29 The *Contractor* provides the following facilities for the *Project Manager* and *Supervisor*:

N/A

3.1.30 Unless expressly stated as a responsibility of the *Employer* as stated under 5.1.11 Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.

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

N/A

3.1.32 The *Contractor* inspects and surveys the following [buildings / premises / facilities] adjacent to the Site in accordance with and in conjunction with the *Project Manage*r:

N/A

3.1.33 The *Contractor* inspects the work of with which the *works* interfaces in conjunction with the *Project Manager*:

N/A

3.1.34 Survey control and setting out of the *works*

N/A

3.1.35 The *Employer* provides the following information and survey controls for the *Contractor*:

N/A

3.1.36 Excavations and associated water control

N/A

3.1.37 The *Contractor* complies with the following requirements:

Approved SHEQ documents.

Scope of Works.

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

N/A.

3.1.39 Where the *Contractor* encounters existing underground, the *Contractor* undertakes the following:

Immediately notify the *Employer*.

3.1.40 Control of noise, dust, water and waste

N/A

3.1.41 The *Contractor* complies with the following:

Containment of spillages.

Area for discharge dewatering water.

Usage of waste receptacles provided by the *Employer*.

3.1.42 Sequences of construction or installation:

N/A

3.1.43 The *Contractor* complies with the following:

N/A

3.1.44 Giving notice of work to be covered up:

N/A

3.1.45 The *Contractor* notifies the *Supervisor* of the following elements of the *works* which are to be covered up:

N/A

3.1.46 Hook ups to existing *works:*

The current sewer station is already connected to the municipality sewer irrigation.

3.1.47 The *Contractor* complies with the following constraints in the execution of the *works*:

None

3.2 Completion, testing, commissioning and correction of Defects

3.2.1 The *work* to be done by the Completion Date:

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

Item of work	**To be completed by**
Replacement of submersible sewer pumps and control panels.	25 March 2027

4 Plant and Materials Standards and Workmanship

4.1 Investigation, Survey and Site Clearance

4.1.1 The *Contractor* carries out the following investigations the Site:

N/A

4.2 Building works

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

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

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

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

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

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

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

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

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

4.3 Civil Engineering and Structural Works

N/A

4.4 Electrical & mechanical engineering works

N/A

4.5 Process control and IT works

N/A

4.6 Other [as required]

N/A

5 List Of Drawings

5.1 Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.
Note: Some drawings may contain both Works Information and Site Information.

Drawing number	Revision	Title
None		

SECTION 2

6 Management and start up

6.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Bi-weekly-Tuesdays	RNC Site Camp	Project Manager, Supervisor and Contractor (appropriate key persons)]
Overall contract progress and feedback	Bi-weekly-Tuesdays	RNC Site Camp	Employer, Contractor, Supervisor and Project Manager
SHE meetings	Monthly	RNC Site Camp	[state specific details: CSHEO, CM, Project Manager, SHEC, ProjEM, etc. as appropriate]

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *works*. Records of these meetings are to be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.
All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

6.2 Documentation Control

In undertaking the '*Works*' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the 'Contractor Documentation Submittal Requirements' Standard included in Annexure 1 (refer DOC--STD-0001).
The *Contractor* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation.

6.3 Safety risk management

6.3.1 The *Contractor* complies with the following SMP:

RNC Health and Safety Management Plan

6.3.2 The *Contractor* ensures that its Subcontractors comply with the requirements of the SMP.

6.3.3 The *Contractor* performs the *works* having due regard to the HSSP.

6.3.4 The *Contractor* complies with the requirements of the SSRC with respect to his own activities and others on the Site and Working Areas

6.3.5 The *Contractor* makes the SMP available to its employees and *Sub-Contractors* in the *language of this contract* and other local languages as required.

6.3.6 The lines of communication of the various personnel acting on behalf of the *Project Manager* who communicate directly with the *Contractor* and his key persons with respect to the SMP are contained within *Annexure* TBA.

6.3.7 The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to the SMP and health and safety issues are as stated in the paragraphs following:

6.3.8 The CM is responsible (in the context of the SMP only) for health and safety on the Site and Working Areas and reports to the *Project Manager*.

6.3.9 The CM specific tasks (in the context of the SMP) are:

- Personally accountable and liable for the implementation of the TFR RNC HSMP.
- Has overall responsibility for all occupational H&S activities of TFR RNC and its sub-contractors on the Repairs of the Storm Water Drain at the Dutch Line in the Port of Richard's Bay May appoint Assistant CMs to assist with managing construction activities but remain accountable and liable for their acts or omissions.
- Has the authority to stop any employee and *Contractor* from working on site in an unsafe manner or not complying with Client specifications, TFR RNC HSMP or *Sub-contractor* HSMP.
- Is responsible for the review and approval of all TFR RNC sub-contractor's HSMP and risk assessments.
- Part of the HIRA team and shall assist with the compilation of new HIRA, revision of existing HIRA, ensure full implementation of HIRA controls, monitor compliance and correct deviations.
- Personally accountable and liable for H&S management on the Repairs of the Storm Water Drain at the Dutch Line in the Port of Richard's Bay Implement and maintain all Health & Safety documentation and requirements.
- Ensure knowledge transfer to subordinates through regular planned interaction and mentoring (PTO's, SOC's, etc.)
- Ensure compliance with ISO14001 and OHSAS18001 of TFR RNC.
- Ensure the successful flow of all H&S communication to all relevant people.
- Execute all other responsibilities as depicted in the applicable legal appointments.
- Report any incidents on site immediately to the Client and Divisional Head in the absence of a CHSO and by email before the end of the shift.

6.4 Environmental constraints and management

6.4.1 The *Contractor* complies with the following ENV-STD-001 Rev01 (CEMP):

The *Contractor* performs the *works* and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as more particularly described within the SES and PES.

The SES describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the *Contractor* observes and complies.

The PES may require higher minimal standards than those described in the SES as may be required by the *Project Manager* or Others.

The overarching obligations of the *Contractor* under the CEMP before construction activities commence on the Site and/or Working Areas is to provide an environmental method statement for a particular construction operation at the Site and/or Working Area by the *Contractor* and where requested by the CM and to comply with the following:

Where relevant, method statements, as detailed in the SES and PES, shall be provided by the *Contractor*. These include, but are not limited to, the following where applicable:

- Establishment of construction lay down area
- Hazardous and non-hazardous solid waste management
- Storm water management
- Contaminated water management
- Prevention of marine pollution
- Hydrocarbon spills
- Diesel tanks and refuelling procedures
- Dust control
- Spoil dumping

- Sourcing, excavating, transporting and dumping of fill material
- Noise and vibration control
- Removal of rare, endemic or endangered species
- Removal and stockpiling of topsoil
- Rodent and pest control
- Environmental awareness training
- Site division
- Emergency procedures for environmental incidents
- *Contractor's* SHE Officer
- Closure of construction laydown area

The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the Induction prior to commencing any *work* on Site. If new personnel commence work on the Site during construction, the *Contractor* shall ensure that these personnel undergo the Induction Programme and are made aware of the environmental specifications on Site.

Where applicable, the *Contractor* ensures that he appoints a suitably qualified *Sub-contractor*, to be approved by the *Project Manager*, to undertake the "Removal of rare, endemic or endangered species". This appointment must be completed at least three weeks before commencement of any other work on Site.

The Protection of the Environment Form shall be signed and submitted to the CM within 14 days after the Contract Date.

Where required, one of the first actions to be undertaken by the *Contractor* shall be to erect and maintain a temporary fence along the boundaries of the Site and Working Areas as applicable, and around any no-go areas identified on the layout plans, to the satisfaction of the *Project Manager*.

The plant search and rescue (if applicable) must be undertaken and completed prior to any Site clearance or any other construction activity that may damage the vegetation can commences on Site.

The *Contractor* must appoint a sufficient number of named assistants to the CSHEO to monitor environmental issues e.g. litter, spills, illegal activities, fence patrol, dust etc. These appointments, along with details of the individuals being appointed and job descriptions, must be sent to the *Project Manager* for his approval.

During the construction period, the *Contractor* complies with the following:

A copy of the SES, and the relevant PES shall be available on Site, and the *Contractor* shall ensure that all the personnel on Site (including Subcontractors and their staff) as well as suppliers are familiar with and understand the specifications contained in the SES (as amended by the PES).

Method statements that are required during construction must be submitted to the *Project Manager* for approval at least 20 days prior to the proposed commencement of the activity. Emergency construction activity method statements may also be required. The activities requiring method statements cannot commence if they have not been approved by the *Project Manager*.

The method statements for Completion by the *Contractor* are contained within Annexure to be provided after award.

Where applicable, the *Contractor* shall provide job-specific training on an *ad hoc* basis when workers are engaged in activities, which require method statements.

The *Contractor* shall ensure that any Materials delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, no go areas, speed limits, noise, etc.) required by the CEMP before they arrive at Site and off load any Materials.

The *Contractor* shall be responsible for rehabilitating and re-vegetating all areas to the satisfaction of the *Project Manager* as detailed in the SES and PES.

The *Contractor* shall clear and clean the Site and Working Areas and ensure that everything not forming part of the *works* is removed from the Site and Working Areas and that all rehabilitation

has taken place in accordance with the PES. An Environmental Closure Certificate has been issued by the SHEC and signed off by the *Project Manager*.

The Contractor complies with environmental inspections and audits as contained within Annexure ENV-STD-001 REV04.

The *Contractor* makes copies of the CEMP, SES and PES available at the offices of the *Contractor* on Site. The *Contractor* ensures that all personnel on Site (including *Sub-contractors*) are familiar with and understand the requirements of the CEMP.

6.4.2 The *Contractor* complies with the following SES:

The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of his activities and then prepare separate method statements describing how each of those impacts will be prevented or managed so that the standards set out in this document are achieved. These method statements will be prepared in accordance with the requirements set out in the CEMP.

To ensure that environmental issues are taken into account in the establishment of the Site offices and all other facilities on Site.

6.4.3 The *Contractor* complies with the following PES:

ENV-STD-002 REV04

6.4.4 The lines of communication of the various personnel acting on behalf of the *Project Manager* who communicate to the *Contractor* and his keys persons with respect to the CEMP are contained within Annexure, see ENV-STD-001 REV04

6.4.5 The ProjEM is responsible for ensuring that the *Contractor* complies with the CEMP. The ProjEM acts on behalf of the *Project Manager*.

The ProjEM specific tasks are:

The *Employer* PEM will be responsible for ensuring that the CEMP and associated specifications or requirements are complied with during construction. The *Employer* PEM will report functionally to the *Employer* Senior Manager: Environment and Sustainability, and relevant Project Manager.

Specific tasks during the construction stage will include:

- Liaison with the relevant authorities;
- Preparation of the PES;
- Tender evaluation, development of environmental criteria and adjudication thereof;
- Review all reports from the Environmental Officer/Specialist, including sign off on Method Statements and Monthly Audit reports;
- Conduct any environmental incident enquiries;
- Identify, with support from the EMPLOYER Construction Manager; the need for corrective or remedial measures with regard to proposed works;
- Ensure induction material includes project appropriate environmental issues;
- Approve training programmes and other awareness initiatives;
- Coordinate or facilitate internal environmental audits;
- Sign-off on audit reports prepared by ECOs; and
- Prepare environmental monitoring protocols (if monitoring to be done by Environmental Officer and not by an outside consultant).

The *Employer* PEM may delegate part or all of these responsibilities to the *Employer* Environmental Officer, based on the merits of the particular project at hand.

The CM specific tasks (in the context of the CEMP) are:

The *Employer* Construction Manager has overall responsibility for environmental management on site which includes the implementation of the CEMP, SES and PES and reports to the Project

Manager. The *Employer* Construction Manager is supported by the *Employer* Environmental Officer/Specialist.

The specific environmental tasks for *Employer* the Construction Manager during the construction phase will include:

- Reviewing the monthly reports compiled by the *Employer* Environmental Officer/Specialist;
- Communicating directly with the *Contractors* on environmental issues observed on site; and
- Issuing non-conformance notifications to *Contractors* in consultation with the *Employer* Environmental Officer/Specialist

6.4.6 The *Contractor* complies with the CEMP, SES and PES. The *Contractor* abides by the instructions of the *Project Manager* regarding the implementation of the CEMP.

6.5 Quality assurance requirements

N/A

6.6 Programming constraints

Adhere to *Employer's* program.

6.7 Contractor's management, supervision and key people

6.7.1 The *Contractor* employs a CSHEO as a key person under ECC Clause 24.1

6.7.2 The CSHEO reports to the SHEC on the Site. The CSHEO ensures that the *works* (to include any part thereof) are subject to a prior environmental method statement(s) approved by the SHEQ and ensures that the CEMP is implemented by the *Contractor* in a timely and proper manner. The SCHEO provides the *Project Manager* with all environmental method statements.

6.7.3 The CSHEO tasks are:

Daily, weekly and monthly inspections of the Site and Working Areas.

Monitor compliance with the CEMP (to include the SES and PES) and the environmental method statements submitted to the *Project Manager*

- Reporting of an environmental incident to the *Project Manager*
- Attendance at all SHE meetings, toolbox talks and induction programmes
- Litter control and ensuring the *Contractor* clears litter from the Site and Working Areas; and
- Ensuring that environmental signage and barriers are correctly placed

The CSHEO submits daily, weekly and monthly checklists to the SHEC.

6.7.4 The *Contractor* employs a CIRP as a key person under ECC Clause 24.1.

6.7.5 The CIRP is based on the Site and ensures that all reports and IR requests are submitted accurately and in a timely manner to CM.

6.7.6 The CIRP tasks are:

- Dedicated to human resources, industrial relations and any other *Contractor* employee related function;
- Resolve all human resources and industrial relations matters arising from the *Contractor*'s employees;
- Represent the *Contractor* at all industrial relations meetings [state specific details within paragraph 6.1 management meetings of the *Works* Information;
- Represent the *Contractor* on the IRCC; and

6.7.7 The *Contractor* employs an HSR as a *key person* under ECC Clause 24.1

The *Contractor* employs a Supervisor as a key person under ECC Clause 24.1:

6.7.8 The *Contractor* provides an Organogram of all his key people (both as required by the *Employer* and as independently stated by the *Contractor* under Contract Data Part Two) and how such key people communicate with the *Project Manager* and the *Supervisor* and their delegates all as stated at paragraph 6.5 of C3.1 *Employer*'s *Works* Information.

6.8 Insurance provided by the *Employer*

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

6.9 Contract change management

6.9.1 No additional requirements apply to ECC Clause 60 series.

6.10 Provision of bonds and guarantees

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

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

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

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

- Records of design employees location of work (if appropriate); and

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

- Records of design employees location of work (if appropriate);
- Records of Equipment used and people employed outside the Working Areas (if applicable); and

6.12 The *Contractor's* Invoices

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

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

6.12.3 The invoice states the following:

Invoice addressed to Transnet SOC Ltd;

Transnet SOC Limited's VAT No: 4720103177;

Invoice number;

The *Contractor*'s VAT Number; and

The Contract number

The invoice contains the supporting back up valuation/measurement of work done, approved by the Employer detail.

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

6.12.5 Invoices submitted by post are addressed to:

N/A

Invoices submitted by hand are presented to:

Transnet Rail Infrastructure Manager - RNC

01 Commodore Close

Old Naval Base

Richards Bay

3900

For the attention of Sbu Luvuno

The invoice is presented as an original.

6.13 People

6.13.1 Minimum requirements of people employed on the Site

5 (five)

6.13.2 The *Contractor* complies with the following PIRPMP

7.3.2.1 **CONTRACTOR LIABILITY**

1.1. The *Contractor* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts, or any labour disputes by and/or confined to the *Contractor's* employees, which loss will include any indirect or consequential damages.

1.2. The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's* employees shall take place on Transnet premises, whether owned or rented by Transnet.

1.3. *The* Contractor shall give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.

1.4. The *Contracto*r is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.

1.5. The *Contractor* is required to develop a Contingency Strike Handling Plan, which plan the *Contractor* is obliged to update on a three-monthly basis. The *Contractor* must provide Transnet with this plan and all updates to the Plan. The *Contractor* is responsible to communicate with its employees on site details of the plan.

2. **INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES**

2.1. In the event of any industrial action by the *Contractor'*s employees, the *Contractor* is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.

2.2. The *Contractor* warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the *Contractor's* employees.

2.3. In the event of any industrial action by the *Contractor's* employees, the *Contractor* is obliged:

2.3.1. To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the *Contractor* is required to deliver the report at 8h30 each day.

2.3.2. The Industrial Action Report must provide at least the following information:

2.3.2.1. Industrial incident report,

2.3.2.2. Attendance register,
2.3.2.3. Productivity / progress to schedule reports,
2.3.2.4. Operational contingency plan,
2.3.2.5. Site security report,
2.3.2.6. Industrial action intelligence gathered.

2.3.3. The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.

2.3.4. The management of the *Contractor* is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues, and the impact on delivery under the contract.

2.4. The resolution of any disputes or industrial action by the *Contractor's* employees is the sole responsibility of the *Contractor*.

2.5. Access to Transnet premises by the *Contractor* and its employees is only provided for purposes of the *Contractor* delivering its services to Transnet. Should the *Contractor* and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will deem to be trespassing.

6.14 Plant and Materials

6.14.1 Quality

The *Contractor* provides service history and calibration of all equipment.

6.14.2 The *Contractor* provides Plant and Materials for inclusion in the *works* in accordance with SANS 1200A sub-paragraph 2.1, unless otherwise stated elsewhere in the *Works* Information provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this *Works* Information or as may be subsequently instructed by the *Project Manager*.

6.14.3 Where Plant and Materials for inclusion in the *works* originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.

6.14.4 The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.

6.14.5 Plant & Materials provided "free issue" by the *Employer*

N/A

6.14.6 The *Employer* provides the following Plant and Materials for the *Contractor* to use in the *works*:

N/A

6.14.7 The Plant and Materials provided by the *Employer* are solely at the risk of the *Contractor* for inclusion in the *works*. The *Contractor* takes responsibility for ensuring the Plant and Materials do not contain a Defect(s) and are in compliance with the standards stated elsewhere in the *Works* Information.

6.14.8 The *Contractor* takes receipt of the Plant and Materials from the *Employer* in accordance with the following procedure:

Signed transmittal note signed by both *Contractor* and *Employer*.

6.14.9 The *Contractor* provides all other Plant and Materials necessary for the *works* not specifically stated to be provided "free issue" by the *Employer*.

SECTION 3

C3.2 *CONTRACTOR'S* WORKS INFORMATION

To be provided by the *Contractor*.

PART 4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

- describes the Site and its surroundings and
- is in the documents which the Contract Data states it is in."

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

1. Description of the Site and its surroundings

1.1. General description

The *works* will be executed at Richards Bay, at the Old Naval Base, inside the fenced depot. The sewer stations are inside the depot and the are no restrictions in accessing the sewer stations.

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

Pumps to be installed in existing sumps/tanks. None of the existing buildings, structures, and plant & machinery will be affected or impacted.

1.3. Subsoil information

N/A. Replacement of existing pumps. Pumps to be installed in existing sumps/tanks.

1.4. Hidden services

No hidden services.

1.5. Other reports and publicly available information

N/A.