

Transnet Pipelines

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ)

**FOR THE SUPPLY OF SOURCING/APPOINTMENT OF THE SERVICE PROVIDER
TO ENCASE THE GAS-PIPELINE AND REHABILITATE THE SERVITUDE AT
TRANSNET PIPELINES SPRINGFIELD.**

RFP NUMBER	: TPL/2024/01/0002/54483/FRQ
ISSUE DATE	: 29 FEBRUARY 2024
COMPULSORY TENDER CLARIFICATION WITH SITE VISIT MEETING	: 07 MARCH 2024
CLOSING DATE	: 29 MARCH 2024
CLOSING TIME	: 12h00pm
TENDER VALIDITY PERIOD	: 12 weeks from closing date

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	The Supply of Sourcing of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Transnet Pipeline Springfield.
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za FREE OF CHARGE and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE.
COMPULSORY TENDER CLARIFICATION MEETING WITH SITE VISIT	<p>A Tender Clarification with Site Visit Meeting will be conducted as follows:</p> <p>A Compulsory Tender Clarification with Site Visit Meeting will be conducted at Bisasar Landfill Site Dulham Road, Springfield on the 07th March 2024, at 11:00am [11O'clock] for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>Bidders who wish to attend to other sites are free to do so by making a booking via e-mail to Khulakahle.mthethwa@transnet.net The Tender Clarification Meeting with Site Visit Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to [Khulakahle Mthethwa] before 12:00 pm on 29 March 2024, substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.</p> <p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyzer testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licenses are on them for inspection at the access control gates.

	<p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender, as proof of attendance is required for a compulsory site visit.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification with Site Visit Meeting to be signed by the <i>Employer's Representative</i>.</p>
CLOSING DATE	<p>12:00 am on (29/03/2024)</p> <p>Tenders must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>

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://www.transnet.net>);
- Click on "TENDERS";
- Scroll towards the bottom right hand side of the page;
- On the blue window click on "register on our new eTender Portal";
- 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.

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

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.

- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
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 <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
Part C: The contract	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2)
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:	Procurement Officer
	Name:	Khulakahle Mthethwa
	Address:	202 Anton Lembede Street, Durban 4000
	Tel No.	031-361 1594
	E – mail	Khulakahle.mthethwa@transnet.net

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

1. Stage One - Eligibility with regards to attendance at the compulsory Tender Clarification with Site Visit Meeting:

An authorized representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7

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

2. Stage Two - Eligibility in terms of the Construction Industry Development Board:

a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **3CE or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a 3 CE or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.
4. The tenderer shall provide a certified copy of its signed joint venture agreement.

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

3. Stage Three – Eligibility Criteria Schedule: Eligibility Criteria

Schedule – Proof of Registration/Certifications/Qualifications:

T2.2-03A1 - **Construction Manager** - Valid professional registration with South African Council for Project and Construction Management Professions (SACPCMP) as a Pr. CPM/or Pr. CM.

T2.2-03A2- **Construction Health & Safety officer** - Valid professional registration with South African Council for Project and Construction Management Professions (SACPCMP) as a Pr. CHSO.

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

4. Stage Four - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **70** points.

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

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

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- C.2.7 The arrangements for a compulsory site visit are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.

Tenderers are also **required to bring their RFQ document to the briefing session and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorized representative.

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- C.2.12 No alternative tender offers will be considered.

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- C.2.13.1 Parts of each tender offer communicated on paper shall be as an **original, one (1) copy** and **a clearly marked electronic version** (compact disc or memory stick) in the same format as the original submission which shall be in the **English Language**.

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- C.2.13.2 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:
- The Tender Description

Documents must be marked for the attention of:
Employer's Agent: Miss Khulakahle Mthethwa
(Procurement Officer)

C.2.13.3 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.

C.2.13.4 The closing time for submission of tender offers is:
Time: **12:00am** on the **29 March 2024**
Location: The Transnet e-Tender Submission Portal: www.transnet.net

NO LATE TENDERS WILL BE ACCEPTED

C.2.13.5 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 finalized within the validity period.

C.2.13.6 The tenderer is required to submit with his tender:

1. **Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
2. A valid CIDB certificate in the correct designated grading;
3. Proof of registration on the Central Supplier Database;
4. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.13.7 The minimum number of evaluation points for functionality is: **70**

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

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

Functionality Criteria

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
Evaluation Schedule: T2.2.04 Method Statement	The Tenderer has submitted no information or inadequate information to determine a score.	0	30
	The method statement only covers one (1) of the reference points in the works information.	20	
	The method statement only covers two (2) of the reference points in the works information.	40	
	The method statement only covers three (3) of the reference points in the works information.	60	
	The method statement covers all four (4) of the reference points in the works information.	80	
	The method statement covers all four (4) of the reference points in the works information and method statement is innovative and provides more than asked information.	100	
Evaluation Schedule: T2.2.05 Previous Experience	Tenderer's previous experience presented has no relevance to the scope of this project and did not address any of the requirements.	0	25
	Tenderer have experience in one (1) project relating to the works information.	20	
	Tenderer have experience in two (2) projects relating to the works information.	40	
	Tenderer have experience in three (3) projects relating to the works information.	60	
	Tenderer have experience in four (4) projects relating to the works information.	80	
	Tenderer have experience in five (5) or more projects relating to the works information.	100	

Evaluation Schedule: T2.2.06 – Programme	Failed to address the question/issue or has not submitted the required information.	0	15
	The schedule is vague, and the plan is weak in important areas.	20	
	The schedule is inconsistent with the timing of the most important project deliverables. There is an insufficient breakdown of tasks.	40	
	The schedule is complete and detailed (representing all disciplines involved), complies with Level 3 requirements, and is Satisfactory the technical level and composition of the schedule are adequate and are consistent with both the project timing and the required deliverables. The proposed resource levels are consistent.	60	
	Good Besides meeting the "Satisfactory" rating, the schedule is well detailed, clearly indicating and defining deliverables. Major Milestones are represented in the Schedule. The program is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution.	80	
	Besides meeting the "good" rating, the important issues are approached innovatively and efficiently, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The program details ways to improve the project outcomes and the quality of the outputs.	100	
Evaluation Schedule: T2.2.07 – Project Organogram, Management & CV's			
Construction Manager	The Tenderer has submitted no information or inadequate information to determine score.	0	10
	Key staff has up to 3 years of relevant experience.	20	
	Key staff has more than 3 up to 4 years of relevant experience.	40	
	Key staff has more than 4 but up to 5 years of experience.	60	
	Key staff has more than 5 but up to 6 years of relevant experience.	80	
	Key staff has more than 6 years of relevant experience.	100	

Site Agent	The Tenderer has submitted no information or inadequate information to determine score.		10
	Key staff has up to 2 years of relevant experience.		
	Key staff has more than 2 up to 3 years of relevant experience.		
	Key staff has more than 3 but up to 4 years of experience.		
	Key staff has more than 4 but up to 5 years of relevant experience.		
	Key staff has more than 5 years of relevant experience.		
Construction Health & Safety officer	The Tenderer has submitted no information or inadequate information to determine score	0	10
	Key staff has up to 2 years of relevant experience	20	
	Key staff has more than 2 up to 3 years of relevant experience.	40	
	Key staff has more than 3 but up to 4 years of experience.	60	
	Key staff has more than 4 but up to 5 years of relevant experience.	80	
	Key staff has more than 5 years of relevant experience.	100	
Maximum possible score for functionality			100
Minimum qualifying score required			70

Functionality shall be scored independently by not less than 3 (three) evaluators and averaged in accordance with the following schedules:	
<ul style="list-style-type: none"> • T2.2.04... Method Statement • T2.2.05-... Previous Experience 	
<ul style="list-style-type: none"> • T2.2.06-... Programme • T2.2.07-... Project Organogram, Management & CV's <ul style="list-style-type: none"> • Construction Manager • Site Agent • Construction Health & Safety officer 	

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

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

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

C.3.11

C.3.13.8 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. The tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores

the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

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

C.3.13.9 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

T2.1 List of Returnable Documents

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

T2.2-01 **Stage One as per PPPFA: Pre-qualification Criteria Schedule** Certificate of attendance at Compulsory Tender Clarification Meeting with Site Visit Meeting.

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

T2.2-03 **Stage Three as per Compulsory Returnable: Eligibility Criteria**

Schedule – Proof Registrations/Certifications/Qualifications:

T2.2-03A1 - Construction Manager - Valid professional registration with South African Council for Project and Construction Management Professions (SACPCMP) as a Pr. CPM/or Pr. CM.

T2.2-03A2- Construction Health & Safety officer - Valid professional registration with South African Council for Project and Construction Management Professions (SACPCMP) as a Pr. CHSO.

2.1.2 These schedules will be utilized for evaluation purposes:

T2.2-04 Evaluation Schedule: Method Statement

T2.2-05 Evaluation Schedule: Previous Experience

T2.2-06 Evaluation Schedule: Programme

T2.2-07 Evaluation Schedule: Project Organogram

2.1.3 Returnable Schedules:

General:

T2.2-08 Authority to submit tender

T2.2-09 Record of addenda to tender documents

T2.2-10 Letter of Good Standing

T2.2-11 Risk Elements

T2.2-12 Availability of equipment and other resources

T2.2-13 Schedule of Proposed Subcontractors

T2.2-14 Site Establishment

Agreement and Commitment by Tenderer:

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

T2.2-16 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-17 Non-Disclosure Agreement

T2.2-18 RFP Declaration Form

- T2.2-19 RFP – Breach of Law
- T2.2-20 Certificate of Acquaintance with Tender Document
- T2.2-21 Service Provider Integrity Pact
- T2.2-22 Supplier Code of Conduct

1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-23 Insurance provided by the Contractor.

2.2 C1.1 OFFER PORTION OF FORM OF OFFER & ACCEPTANCE

2.3 C1.2 CONTRACT DATA

2.5 C2.1 PRICING INSTRUCTIONS (BILL OF QUANTITIES)

2.6 C2.2 BILL OF QUANTITIES

2.6 C2.3 SCOPE OF WORKS

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance of Compulsory Tender Clarification with Site Visit Meeting.

This is to certify that

(Company Name)

Represented

(Name and

by:

Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

SBD 6.2**T2.2-02: Eligibility Criteria Schedule - CIDB Grading Designation****Note to tenderers:**

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

CRS Number	Status	Grading	Expiry Date

5. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 3CE or higher class of construction work, are eligible to have their tenders evaluated.

6. Joint Venture (JV)

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

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

T2.2 – 03 -Eligibility Criteria

A1: Construction Manager - Valid professional registration with South African Council for Project and Construction Management Professions (SACPCMP) as a Pr. CPM/or Pr. CM.

NAME OF COMPANY:

I/We _____

In our capacity as:

do hereby certify that (Name)

is a professionally registered member of the following body

Certificate Number:

A certificate must be attached

SIGNED at _____ on this _____ day of _____ 202_

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

A2: Construction Health & Safety officer -

Valid professional registration with South African Council for Project and Construction Management Professions (SACPCMP) as a Pr. CHSO.

NAME OF COMPANY:

I/We

In our capacity as:

do hereby certify that (Name)

is a professionally registered member of the following body

Certificate Number:

A certificate must be attached

SIGNED at _____ on this _____ day of _____ 202_

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

SIGNATURE OF RESPONDENT

T2.2-04: Evaluation Schedule: Method Statement

The tenderers must sufficiently demonstrate the methodology that will be employed to cover the scope of the project and outlines the proposed approach.

The Method Statement should cover:

- The proposed method to carry out the works information, demonstrate clear understanding of the earthwork's activities such as excavation, backfilling with imported material, compaction, testing of layer works, disposal of spoil material, pre-cast concrete installation (base slabs & portal culverts), construction of gabion basket and geocell installation, etc.
- A detailed method statement is required sequencing all aspects of pre-cast concrete portal culverts & base slabs, bulk earthworks, gabion baskets & geocell including all machinery and/or Plants that will be used (to enable the Employer to assess the impact to practicality, quality, health, safety, risk and the environment).

Tenderers to note that the Method Statement should not be more than 15 pages.

Index of documentation attached to this schedule.

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

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

Elements: Weight 30%		Method is clearly articulated and demonstrates a clear understanding of the project objectives
Method Statement (reference points) Please illustrate a specific method for: Bulk earthworks activities such as excavation, backfilling with imported material, compaction, testing of layer works with Troxler, disposal of spoil material. Pre-cast concrete installation (pre-cast concrete base slabs & pre-cast concrete portal culverts) including joints & eye hole sealing. Construction of gabion basket and geocell installation including the geotextile bedim. Machinery and/or Plants that will be used to enable the Employer to assess the impact to practicality, quality, health, safety, risk and the environment.	0	The Tenderer has submitted no information or inadequate information to determine a score.
	20	The method statement only covers one (1) of the reference points in the works information
	40	The method statement only covers two (2) of the reference points in the works information
	60	The method statement only covers three (3) of the reference points in the works information
	80	The method statement covers all four (4) of the reference points in the works information
	100	The method statement covers all four (4) of the reference points in the works information and method statement is innovative and provides more than asked information.



T2.2-05: Evaluation Schedule: Previous Experience

Note to tenderers:

Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following:

- A list of past / current comparable projects.

Evidence for similar works as detailed in the Works Information with reference to:

- Bulk earthworks activities such as excavation, backfilling with imported material, compaction, testing of layer works with Troxler, disposal of spoil material.
- Pre-cast concrete installation (pre-cast concrete base slabs & pre-cast concrete portal culverts) including joints & eye hole sealing.
- Construction of gabion basket and geocell installation including the geotextile bedim.
- **Sufficient contactable references to substantiate experience indicated (Client name and contact details, project description, duration, and contract value)**

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	



Weight: 25%	
Score	Previous Experience
0	Tenderer's previous experience presented has no relevance to the scope of this project and did not address any of the requirements.
20	Tenderer have experience in one (1) project relating to the works information.
40	Tenderer have experience in two (2) projects relating to the works information.
60	Tenderer have experience in three (3) projects relating to the works information.
80	Tenderer have experience in four (4) projects relating to the works information.
100	Tenderer have experience in five (5) or more projects relating to the works information.

T2.2-05: Evaluation Schedule: Programme

Programme

The Tenderer details the programme for evaluation and attaches it to this schedule.

The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

The tenderer shall provide the proposed programme, at a minimum **Level 3** showing but not limited to the following:

- Ability to execute the works in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.
- Dates when the *Contractor* will need access to any part of the Site, submission & approval process & timing for Health & Safety Files, Environmental Files and Quality Files. In addition, the Programme must clearly demonstrate the procurement process for all long lead items if applicable.
- The *Contractor* indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Start Date, Access Date, Planned Completion, Key Dates Completion Date. In addition, the Programme clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration, and illustrated in the schedule in a code field or as an attachment.
- The Programme must clearly support and demonstrate alignment to the Method Statement as contained in T2.1 List of Returnable.

Programme: The Employer estimated that the project will be finished in **Three Months**.

The Contractor shall provide the proposed programme showing as a minimum the following: -

Ability to provide the services:

Ability to provide the services in terms of the Employer's requirements within the required timeframe indicating, in a logical sequence, the order and timing of the services that will take place in order to Provide the Services clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.



Provision of dates:

The Contractor clearly indicates in the schedule all milestones, activities & information as required by the NEC Contract related to the following –

- Float.
- Time risk allowances.
- Health and safety requirements.
- Procedures set out in this contract.
- Critical path.
- Approvals.
- Starting date, access dates and sectional completion dates (per the Contract Data); and
- Planned completion for each section and the complete services.

Weight: 15%	
Score	Programme
0	Failed to address the question/issue or has not submitted the required information.
20	The schedule is vague, and the plan is weak in important areas.
40	The schedule is inconsistent with the timing of the most important project deliverables. There is an insufficient breakdown of tasks.
60	The schedule is complete and detailed (representing all disciplines involved), complies with Level 3 requirements, and is Satisfactory the technical level and composition of the schedule are adequate and are consistent with both the project timing and the required deliverables. The proposed resource levels are consistent.
80	Good Besides meeting the "Satisfactory" rating, the schedule is well detailed, clearly indicating and defining deliverables. Major Milestones are represented in the Schedule. The program is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution.



100	Besides meeting the "good" rating, the important issues are approached innovatively and efficiently, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The program details ways to improve the project outcomes and the quality of the outputs.
------------	--

Attachment B: Hard Copy of Programme developed from MS Project.



T2.2-07: Evaluation Schedule: Project Organogram, Management & CV's

Submit the following documents as a minimum with your tender document:

1. A comprehensive and detailed **organogram** that shows the structure and composition of their management structure involved in the *works*, inclusive of the key staff/professionals, identified in the Contract Data Part two.
2. Detailed CV's providing the following as a minimum
 - The roles and responsibilities for the *works* of each resource should be clearly stated.
 - Detailed experience in bulk earthworks/ gabions baskets/ pre-cast concrete construction project of similar nature and positions held, such as recent assignments inclusive of total duration that has a bearing on the scope of work.
 - The education, training (*inter alia* NEC3) and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the *works*. Qualifications (degrees, diplomas, grades) and membership of professional societies and relevant professional registrations to be attached.
3. The project resources should include at least the following key resources, amongst others:
 - **Construction Manager**
 - Construction Manager should at least have a relevant qualification in Construction Management/ or Civil Engineering and have valid professional registration with South African Council for the Project and Construction Management Professions (SACPCMP) as a Pr. CPM/or Pr. CM. The Construction Manager must have construction industry experience (specifically on bulk earthworks, precast concrete & gabions) and working on project(s) of similar nature.
 - **Site Agent**
 - Site Agent should at least have a relevant qualification in Construction Management/ or Civil Engineering. The Site Agent must have construction industry experience (specifically on bulk earthworks, precast concrete & gabions) and working on project(s) of similar nature.



- **Construction Health & Safety officer**

- Construction Health & Safety Officer should at least have a relevant qualification in Safety Management and have valid professional registration with South African Council for the Project and Construction Management Professions (SACPCMP) as a Pr. CHSO.

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

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Construction Manager		
2	Site Agent		
3	Construction Health & Safety officer		



The scoring of the Project Organogram, Management & CV's will be as follows:

Total Weight: 30%	
Weight: 10% Construction Manager	Relevant experience for the following: Site Management Bulk Earthworks Construction Management
Points	10
(score 0)	The Tenderer has submitted no information or inadequate information to determine score
(score 20)	Key staff has up to 3 years of relevant experience.
(score 40)	Key staff has more than 3 up to 4 years of relevant experience.
(score 60)	Key staff has more than 4 but up to 5 years of experience.
(score 80)	Key staff has more than 5 but up to 6 years of relevant experience.
(score 100)	Key staff has more than 6 years of relevant experience.



The scoring of the Project Organogram, Management & CV's will be as follows:

Weight: 10%	Relevant experience for the following:	Education qualification adequacy and professional bodies registration
	Site Management Bulk Earthworks Gabion Baskets Wall Pre-Cast Concrete	Site Agent
Points	5	5
(score 0)	The Tenderer has submitted no information or inadequate information to determine score	
(score 20)	Key staff has up to 2 years of relevant experience.	Key staff does not have project specific qualification.
(score 40)	Key staff has more than 2 up to 3 years of relevant experience.	Key staff have Civil Engineering NQF 4 level of education, qualification.
(score 60)	Key staff has more than 3 but up to 4 years of experience.	Key staff have Civil Engineering NQF 5 level of education, qualification.
(score 80)	Key staff has more than 4 but up to 5 years of relevant experience.	Key staff have Civil Engineering NQF 6 level of education, qualification.
(score 100)	Key staff has more than 5 years of relevant experience.	Key staff have Civil Engineering/ Construction Management NQF 7 and above level of education, qualification.



The scoring of the Project Organogram, Management & CV's will be as follows:

Weight: 10% Construction Health and Safety Officer	Relevant experience for the following: Site Management SHEQ Management
Points	10
(score 0)	The Tenderer has submitted no information or inadequate information to determine score
(score 20)	Key staff has up to 2 years of relevant experience.
(score 40)	Key staff has more than 2 up to 3 years of relevant experience.
(score 60)	Key staff has more than 3 but up to 4 years of experience.
(score 80)	Key staff has more than 4 but up to 5 years of relevant experience.
(score 100)	Key staff has more than 5 years of relevant experience.

T2.2-08: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

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
_____	_____	_____

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

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

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

T2.2-10 Letter 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:

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

T2.2-11: Risk Elements

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

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

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

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

T2.2-12: Availability of Equipment and Other Resources

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

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

T2.2-13: Schedule of Proposed Subcontractors

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

Note to tenderers:

- In terms of PPPFA Regulation 6 (5), A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- In terms of PPPFA Regulation 12 (3), A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBBEE status level of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

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

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

T2.2-15: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

1. SECTION 1: NAME OF ENTERPRISE: _____

2. SECTION 2: VAT REGISTRATION NUMBER, IF ANY: _____

3. SECTION 3: CIDB REGISTRATION NUMBER, IF ANY: _____

4. SECTION 4: CSD NUMBER: _____

5. 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

6. 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.

Section 9: The attached SBD8 must be completed for each tender and be attached as a requirement.

Section 10: The attached SBD9 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

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/ adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

¹"State" means –

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity;
- b) provincial legislature;
- c) national Assembly or the national Council of provinces; or
- d) Parliament.



2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative: _____

2.2 Identity Number: _____

2.3 Position occupied in the Company (director, trustee, shareholder²): _____

2.4 Company Registration Number: _____

2.5 Tax Reference Number: _____

2.6 VAT Registration Number: _____

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 3 below.

2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

- Name of person / director / trustee / shareholder/ member:

- Name of state institution at which you or the person connected to the bidder is employed:

- Position occupied in the state institution:

Any other particulars:

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.3 If yes, did you attached proof of such authority to the bid document?

YES / NO

Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.3.1 If no, furnish reasons for non-submission of such proof:

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.8.2 If so, furnish particulars.

2.9 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.9.1 If so, furnish particulars.

2.10 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.10.1 If so, furnish particulars:

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME) _____ CERTIFY THAT THE
INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF
THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

_____	_____
Signature	Date
_____	_____
Position	Name of Tenderer

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids/quotes³ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁴ Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

³ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁴ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying quote:

(Quote Number and Description)

in response to the invitation for the quote made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. 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 consortium⁵ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service 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 bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. 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 products or services to which this bid invitation relates.
9. 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.

⁵ 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.

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

Signature

Date

Position

Name of bidder



T2.2-16 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
- 2.4. (... insert 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.
- 2.5. 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.
- 2.6. 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.
- 2.7. 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.

- 2.8. 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.
- 2.9. 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).
- 2.10. 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.
- 2.11. 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.
- 2.12. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
- 2.13. 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	
-----------	--

2.14. 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.

2.15. 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: _____

_____**(Pty) Ltd**

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-17

NON DISCLOSURE AGREEMENT

[April 2020]

THIS AGREEMENT is made between

Transnet SOC Ltd [Transnet] [Registration No. 1990/000900/30]

whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

and

the Company as indicated in the RFP bid response hereto

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 Bid 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** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
 - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
 - 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be



demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

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

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 2.3 Notwithstanding clause 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 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.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 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 **Error! Reference source not found.** above.

4. ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid 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 Bid 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 Bid 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 Bid 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 Bid 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.

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T2.2-18 SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

5. No payments can be made to a vendor until the vendor has been registered / updated, and no vendor can be registered / updated until the vendor application form, together with its

supporting documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.

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

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

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

SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxxx):

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

Did your company previously operate under another name?						Yes	No
If YES state the previous details below:							
Trading Name							
Registered Name							
Company Registration No Or ID No If a Sole Proprietor							
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt	
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office	

Your Current Company's VAT Registration Status	
VAT Registration Number	
If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status	
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see	

example in Appendix I). Your Non-VAT Registration must be confirmed annually.

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

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

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

Does your company have a valid proof of B-BBEE status?							Yes		No			
Please indicate your Broad Based BEE status (Level 1 to 9)				1	2	3	4	5	6	7	8	9
Majority Race of Ownership												
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership			% Black Youth Ownership					
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans								
Please Note: Please provide proof of B-BBEE status as per Appendix C and D: <ul style="list-style-type: none">Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;												

- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;
- Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

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

A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	
GRADUATION FROM ED TO SD BENEFICIARY When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES <input type="radio"/> NO <input type="radio"/>
ENTERPRISE DEVELOPMENT RECIPIENT A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	YES <input type="radio"/> NO <input type="radio"/>

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

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths

APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

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

3. I hereby declare under Oath that:

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

Act

No 53 of 2003 as Amended by Act No 46 of 2013,

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

- Based on the Financial Statements/Management Accounts and other information available on

the latest financial year-end of _____, the annual Total Revenue was

between

R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

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

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

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

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

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	

Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <p>(a)unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c)Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e)Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

3. I hereby declare under Oath that:

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

- The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____ %
 - Black Disabled % = _____ %
 - Black Unemployed % = _____ %
 - Black People living in Rural areas % = _____ %
 - Black Military Veterans % = _____ %
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

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

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

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

T2.2-19: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-20 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

T2.2-21: Supplier Code of Conduct

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or

-
- Gain an improper advantage.

- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).

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

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

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

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

Conflicts of Interest

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

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

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

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

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

T2.2-22: Insurance provided by the *Contractor*

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

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

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

T2.2-23: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

C1.1: Form of Offer & Acceptance

Offer

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

TITLE OF THE CONTRACT

The tenderer, identified in the Offer signature block, has

	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
--	---

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organization)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the

Transnet SOC Ltd

Employer

(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Transnet SOC Ltd

Name &
signature
of witness

Date

C1.2 Contract Data

PART ONE - DATA PROVIDED BY THE *EMPLOYER*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X5: Sectional Completion
		X7: Delay damages
		X16: Retention
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
		Z1: Intellectual Property Rights
		Z2: Assignment and Waiver
		Z3: Protection of Personal Information Act
		Z4: Additional clauses relating to Joint Venture
		Z5: Additional obligations in respect of Termination
		Z6: Right Reserved by the Employer to Conduct Vetting through SSA
		Z7: Additional Clause Relating to Collusion in the Construction Industry

of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)

10.1	<p>The <i>Employer</i> is:</p> <p>Address</p> <p>Having elected its Contractual Address for the purposes of this contract as:</p>	<p>Transnet SOC Ltd (Registration No. 1990/000900/30)</p> <p>Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000</p> <p>Transnet Pipelines 202 Anton Lembede Street Durban, South Africa 4001</p>
10.1	<p>The <i>Project Manager</i> is: (Name)</p> <p>Address</p> <p>Tel</p> <p>e-mail</p>	<p>TBA</p>
10.1	<p>The <i>Supervisor</i> is: (Name)</p> <p>Address</p> <p>Tel No.</p> <p>e-mail</p>	<p>TBA</p>
11.2(13)	The <i>works</i> are	<p>Supply, ascertainment, design, manufacturing, installation, commissioning and testing of the lighting upgrade project in Alrode Workshop, Airport, Langlaagte and Alrode Pump station.</p>
11.2(14)	The following matters will be included in the Risk Register	<p>All those matters recorded in accordance with Clause 16.1 of the Contract.</p> <ul style="list-style-type: none"> - Working on National Key Point site - Working on site where there are other Contractors executing works - Working on operational Depots - Working in a Petrochemical Environment

11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1."Description of the Site and it surroundings"	
11.2(16)	The Site Information is in	Part C4	
11.2(19)	The Works Information is in	Part C3	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	2 weeks	
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	TBA	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1. Completion of whole works at Alrode Pump station	TBA
		2. Completion of whole works at Alrode Workshop	TBA
		3. Completion of whole works at Airport Depot	TBA
		4. Completion of whole works at Langlaagte Depot	TBA
30.1	The <i>access dates</i> are	Part of the Site	Date
		1. Site Access Alrode Pump station	TBA
		2. Site Access Alrode Workshop	TBA
		3. Site Access Airport Depot	TBA
		4. Site Access at Langlaagte Depot	TBA

31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.
31.2	The <i>starting date</i> is	TBA
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	4 weeks.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
4	Testing and Defects	
42.2	The <i>defects date</i> is	52 (fifty two) weeks after Completion of the whole of the <i>works</i>.
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	15th (fifteenth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Standard Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm)
		the number of days with rainfall more than 10 mm
	The place where weather is to be recorded (on the Site) is:	The <i>Contractor's</i> Site establishment area

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

Alrode Workshop, Airport, Langlaagte and Alrode Pump station

and which are available from:

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

7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
1	Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
2	Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability

	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
	Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."
84.1	<p>The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is</p> <p>The <i>Contractor</i> provides these additional Insurances</p>	
	<p>The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.</p> <p>1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected</p>	

-
- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
 - 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
 - 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000**
 - 7 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 <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
B	Priced contract with Bill of Quantities	No additional data is required for this Option.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration

W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)		
	The place where arbitration is to be held is	Durban, South Africa		
	The person or organisation who will choose an arbitrator	The Chairman of the Association of Arbitrators (Southern Africa)		
	- if the Parties cannot agree a choice or			
	- if the arbitration procedure does not state who selects an arbitrator, is			
12	Data for secondary Option clauses			
X2	Changes in the law	No additional data is required for this Option		
X5	Sectional Completion			
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:	Section	Description	Completion date
		1. Alrode Pump station	Completion of the whole works	TBA
		2. Alrode Workshop	Completion of the whole works	TBA
		3. Airport Depot	Completion of the whole works	TBA
		4. Langlaagte	Completion of the whole works	TBA
X5 & X7	Sectional Completion and delay damages used together			
X7.1	Delay damages for late	Section	Description	Amount per day
X5.1	Completion of the <i>sections</i> of the <i>works</i> are:			

		1. Alrode Pump station	Completion of the whole works	R 2000.00
		2. Alrode Workshop	Completion of the whole works	R 2000.00
		3. Airport	Completion the whole works	R 2000.00
		4. Langlaagte	Completion of the whole works	R 2000.00
X16	Retention			
X16.1	The retention free amount is	Nil		
	The retention percentage is	15% on all payments certified.		
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The deductible of the relevant insurance policy		
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect		
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The Total of the Prices		
X18.5	The <i>end of liability date</i> is	5 years after Completion of the whole of the works		

Z	<i>Additional conditions of contract are:</i>	
Z1	Intellectual Property Rights	
Z1.1		Intellectual property rights (including patents, copyright, trademarks etc.) rest with the party owning them.
Z2	Assignment and Waiver	
Z2.1		No rights, duties or liabilities under this contract may be ceded, assigned, transferred, conveyed or otherwise disposed of by either Party (<i>Employer</i> or <i>Contractor</i>) without the prior written consent of the other Party (<i>Employer</i> or <i>Contractor</i>), which consent shall not be unreasonably withheld
Z2.2		No grant by the <i>Contractor</i> or the <i>Employer</i> to the other of any concession, waiver, condonation or allowance is, in respect of any specific event or circumstance other than of which the grant was made, to constitute a waiver of the rights of the grantor in terms of the Contract or an estoppel of the grantor's right to enforce the provisions of the Contract.
Z3	Protection of Personal Information Act	
Z3.1		The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

Z4 Additional clauses relating to Joint Venture

Z4.1

Insert the additional core clause 27.5

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

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

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

Z4.2**Insert additional core clause 27.6**

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

Z5**Additional obligations in respect of Termination****Z5.1**

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)

Z5.2**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"

Z5.3

Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

Z6**Right Reserved by the *Employer* to Conduct Vetting through SSA**

Z6.1

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.

Z7 Additional Clause Relating to Collusion in the Construction Industry**Z7.1**

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.

C1.2 Contract Data

PART TWO - DATA PROVIDED BY THE *CONTRACTOR*

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

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

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

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

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	3
C2.2	The <i>bill of quantities</i> (Refer to Annexure 2)	

C2.1 Pricing instructions: Option B

THE *CONDITIONS OF CONTRACT*

How the contract prices work and assesses it for progress payments

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

Identified and defined terms	11	
	11.2	(21) The Bill of Quantities is the <i>bill of quantities</i> 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 <ul style="list-style-type: none">the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate anda proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed.
		Completed work is work without Defects which would either delay or be covered by immediately following work.

(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

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

Function of the Bill of Quantities

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

Guidance before pricing and measuring

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

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

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

MEASUREMENT AND PAYMENT

Symbols

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

Abbreviation	Unit
%	percent
H	hour
Ha	hectare
Kg	kilogram
Kl	kilolitre
Km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
Kw	kilowatt
L	litre
M	metre
Mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton

MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum ⁶	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
T	ton (1000kg)
W/day	Work day

2.2. General assumptions

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

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

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

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

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.

⁶ Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work

2.2.6. 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.

2.4 Amplification of or assumptions about measurement items

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

C2.2 The *bill of quantities*

SPRINGFIELD GAS PIPELINES SERVITUDE REHABILITATION FOR DURATION OF THREE MONTHS - BILL OF QUANTITIES					
ITEM	CIVIL WORKS INFORMATION	UNIT	QTY	RATE	AMOUNT
1.0	Preliminaries & General Items				
1.1	Detailed breakdown required	Sum	1.0		R -
1.2	Surveying	Sum	1.0		R -
				Sub Total	R -
2.0	Clearing and Grubbing				
2.1	Clearing/ Grubbing with machines and some hand Labour where necessary	m2	1000.0		R -
				Sub Total	R -
3.0	Excavation and preparation of Insitu material				
3.1	Excavate and remove material to expose gas pipeline	m3	1192.5		R -
3.2	Supply and install temporal support at 10m interval and maintain 250mm space below pipeline	no.	30.0		R -
3.3	Compact the founding level to 93% Mod AASHTO, verify compaction requirements by nuclear density gauge "Troxler" machine	m2	450.0		R -
3.4	Supply, lay, and prepare 50mm bedding (River sand/ or material approved by TPL Engineer) for concrete base slab	m3	6.8		R -
				Sub Total	R -
4.0	Precast concrete base slab and concrete portal culvert				
4.1	Supply and install precast concrete base slab underneath gas pipeline, strictly in accordance to manufactures specification, guidelines, and methodology	no.	75.0		R -
4.2	Supply, lay and prepare 100mm thick gas-pipeline bedding in a form of Samd-bags	m3	6.8		R -
4.3	Supply and install precast concrete portal culvert over gas pipeline strictly in accordance to manufactures specification, guidelines, and methodology	no.	75.0		R -
4.4	Supply and apply cement mortar to seal all the joints and eye-points to prevent migration of fines during backfilling	m3	0.2		R -
4.5	Supply and install Grade A4 Geotextile bedim to cover the installed pre-cast concrete portal culvert	m2	240.0		R -
				Sub Total	R -
5.0	Earthworks				
5.1	Supply and backfill with selected granular material (G5) in layers not exceeding 200 mm per lift	m3	1192.5		R -
5.2	Compact G5 Layers to 93% Mod AASHTO in layers not exceeding 200 mm per lift using plate compactor or similar equipment	m3	1192.5		R -
5.3	Supply and install GeoCell fill up with G5 material/ or selected Material approved by TPL Engineer	m2	360.0		R -
				Sub Total	R -
6.0	Gabions				
6.1	Excavating all material situated within 0m to 1.5m depth range below th surface level	m3	90		R -
6.2	Surface preparation for bedding the gabion boxes	m2	135		R -
6.3	Supply and install Grade A4 Non-woven geotextile to prevent migration of fines from the back, underneath and to the face of gabion structure	m2	240		R -
6.4	Supply and install galvanized gabion boxes (hexagonally woven mesh) - 1m x 1m x 1m	m3	120		R -
6.5	Supply and backfill with selected granular material (G5) in layers not exceeding 200 mm per lift the backside & the face of gabions below ground surface	m3	30		R -
6.6	Supply and install Clean, hard, dense, durable, rounded & angular shaped gabion stones between 100mm - 250mm.	m3	120		R -
				Sub Total	R -
				Grand Total	R -

Any and all expenses to provide the service must be incorporated in the rates.

Transnet Pipelines.

Contract Number: TPL/2024/01/0002/54483/RFQ

Description of the Works:

The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield.



Transnet Pipelines.

Contract Number: TPL/2024/01/0002/54483/RFQ

Description of the Works:

The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield.



SCOPE OF WORKS FOR THE TRANSNET PIPELINES LIGHTING UPGRADE PROJECT AT VARIOUS TRANSNET PIPELINES SITES

PL 682

REV. 002

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1 GENERAL

1.1 Introduction

- 1.1.1 *Transnet Pipelines* (TPL) a petroleum pipeline operator intends to initialise a project to upgrade lighting at various sites in need of improved lighting. The objective is to ensure compliance to the Occupational Health and Safety Act, 85 of 1993 as amended (OHSAct) in areas found to be non-compliant during lighting surveys conducted in 2018/19 by an Approved Inspection Authority (AIA).
- 1.1.2 This enquiry is for the appointment of an electrical *Contractor* to repair, relocate, correct and where required to supply and install additional lighting with poles, associated cabling and equipment to ensure lighting compliance in areas identified in the respective AIA lighting survey reports of 2018/19.
- 1.1.3 This scope of work covers the supply, ascertainment, manufacture, erection, application, delivery, handling, hauling, unloading / receiving, installation, construction, assembly, system testing, quality assurance and commissioning of the works at the sites tendered for. Depending on the site the work may include lighting in manifolds, tank lighting, area lighting and other site lighting that may be required in terms of compliance to the requirements of the OHSAct as identified as non-compliant in the AIA lighting survey reports of 2018/19.
- 1.1.4 TPL has included with this scope of works a “Bill of Quantities (BOQ)” to assist *Contractors* with costing the various items and/or tasks.
- 1.1.5 The *Contractor* shall also note that certain items of the BOQ will be free issued by TPL as indicated under the column “material supplied by” of the BOQ, the *Contractor* will have to insert the labour rate only for such items.
- 1.1.6 The *Contractor* shall also note that other items of the BOQ will be issued by the *Contractor* as indicated under the column “material supplied by” of the BOQ, the *Contractor* will have to insert both the material and the labour rate for such items.
- 1.1.7 **The *Contractor* shall be paid for work done to date as per the BOQ items and rates and a proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed.** TPL has included with this scope of works a “Required Lux levels and drawings” to further assist the *Contractors* with the BOQ pricing.

1.2 Abbreviations & Definitions

For the purpose of understanding this scope of works, the following abbreviations apply in addition to the NEC.

Abbreviation	Meaning given to the abbreviation
AIA	Approved Inspection Authority
BOQ	Bill of Quantities
Pr Eng	Professional Engineer
Pr Tech	Professional Engineering Technologist
CAD	Computer Aided Design

COC	Certificate of Compliance
COVID-19	Corona Virus Disease 2019
FAT	Factory Acceptance Test
GA	General Arrangement
LED	Light Emitting Diode
LV	Low Voltage
NEC	New Engineering Contract
OHSAct	Occupational Health and Safety Act, 85 of 1993
PDF	Portable Document Format
PPE	Personal Protective Equipment
SAT	Site Acceptance Test
SHE	Safety, Health and Environment
TPL	Transnet Pipelines
PQP	Project Quality Plan
QCPs	Quality Control Plans
QCP	Quality Control Plan
FICs	Field Inspection Checklists
WPS	Welding Procedure Specifications
NCR	Non-Conformance Reporting
QA	Quality Assurance
QC	Quality Control

1.3 General Notes

- 1.3.1 All work as described in this specification represents works on existing facilities that will or may be in operation during the course of the Contract, for this reason all necessary precautions are to be taken to ensure that normal pipeline and work operation is not disrupted in any way. *Contractors* are thus required to note that access to the site will be limited and dependent on operational constraints. *Contractors* will therefore be required to co-operate responsibly with operational staff, and to schedule their work programmes so as to achieve as early as completion of the project as possible.
- 1.3.2 *Contractors* are to note that work shutdown periods shall be scheduled according to TPL operational constraints and may fall over weekends/public holidays. TPL will not be held responsible, in terms of cost, for any site delay that may arise from petroleum line operations enforced by TPL.
- 1.3.3 The *Contractor* shall supply adequate and competent labour, supervision, tools, equipment, services, testing devices for each and every item necessary to complete the work. TPL reserves the right to terminate the contract at any point if it is found that the *Contractor's* performance, supervision, tools, equipment, services, testing devices and material do not comply with specified requirements. The *Contractor* will only be allowed to claim for work completed to the specified acceptable standard.
- 1.3.4 *Contractors* are to note that the responsibility for the Selection (BOQ identified items), Design, Supply (BOQ identified items), Installation and Commissioning of all elements of Equipment as included in the *Contractors* offer shall remain with the *Contractor*. In this regard, the *Contractor* is required to satisfy himself that all applicable elements of the Equipment offered is capable of complying with all specifications and reports (required Lux levels) as included or mentioned in the Tender Documents. Failure to meet specification shall render the successful *Contractor* liable to rectify the problem at no cost to TPL.
- 1.3.5 The successful *Contractor* is to note that TPL reserves the right to free-issue certain items of equipment as listed on the BOQ. Free issuing of these items, once accepted by the *Contractor*, in no way diminishes the *Contractor* responsibilities as detailed in the contract documentation. The *Contractor* shall conduct quality checks as to familiarise himself with the working condition and cosmetic appearance of the free issue items. Acceptance of free-issued equipment by the *Contractor* shall include the following:
- Acceptance of responsibility in terms any damages or losses from date/time of handover until end of project handover phase.
 - Acceptance to be indicated in writing.
- 1.3.6 The *Contractor* is to note with regards to works onsite, that responsibility for the protection of all existing equipment and services shall rest solely with the *Contractor*. The *Contractor* shall be required to bear all cost which may arise as result of damage which may have been caused to equipment or services or which may arise as a result of his operation on the respective sites.
- 1.3.7 The *Contractor* shall only utilise testing devices and measuring equipment that are certified and carries a valid calibration certificate as issued by an approved calibration authority. Documentation reflecting the type, name and calibration certificate of the test equipment that will be utilised to complete the work, shall be available at the request of the *Project Manager*.
- 1.3.8 Where control equipment, peripherals or instrumentation from various suppliers or manufacturers are offered for controlling the various sub-systems or portions of a sub-system, it shall be the responsibility of the *Contractor* to ensure the various portions are fully integrated into a single coherent system. Where specific project development is required, TPL shall first approve these.

- 1.3.9 *Contractors* are to note that no system or sub-systems shall be designed especially for this project, as it is a requirement that only proven systems and sub-systems be installed.
- 1.3.10 The *Contractor* shall submit the required Safety, Health and Environment (SHE) Compliance File for approval by TPL, before any works can commence. The content of the SHE Compliance File is dictated by the work undertaken and shall ensure full compliance to the requirements of applicable legislation and best practice standards. The *Contractor* is also to refer to the attached SHE Compliance file review-guidelines for the SHE Compliance file in order to fulfil the requirements of applicable legislation and best practice standards.
- 1.3.11 The *Contractor* and his personnel/sub-contractors shall attend the compulsory TPL induction training, before commencement of the work. Standing time approximately 2 hours. The induction training can either be conducted at TPL Pinetown/Alrode workshop or at an alternative TPL facility as arranged by the *Project Manager*.

1.4 Notes to Contractors

- 1.4.1 The *Contractor* shall submit a LUMP SUM price for completion of all elements of the works. *Contractors* are to note that TPL will entertain no additional claims of any nature.
- 1.4.2 The *Contractor* shall supply a detailed breakdown of all costs to complete all the work as specified for the specific site(s). With reference to the attached BOQ pricing schedule, cost shall include all travel, accommodation, labour, supervision, tools, equipment, services, testing devices and specified equipment as outlined in the BOQ. *Contractor* to note, TPL will not entertain any additional claims for labour cost over weekends, public holidays or after hours labour. Any work not complying with specifications as contained herein and elsewhere in the contract document shall be redone at the *Contractor's* own expense. *Contractors* are required to return together with their tenders fully completed BOQ. The tender document will be deemed incomplete if either one of the above documents are not fully completed and contains as a minimum the items as per the respective documents supplied with the tender documents.
- 1.4.3 The *Contractor* to note that for materials and parts not included in this document the *Contractor* shall provide an installed price for these parts at cost plus a predetermined mark-up. This predetermined mark-up is to be supplied by the *Contractor* with a supplier's invoice before payment will be approved. If the *Contractor* is an agent of a particular range of products their price lists are to be included in the tender documentation. The *Contractor* must note this is an installed price and must include travelling, accommodation, site installation, labour, materials and all equipment involved. Please note no further claims of any nature will be allowed and cost prices of items will be verified with suppliers before payment is approved.
- 1.4.4 The *Contractor* shall supply day and hourly work rates for the various grade of staff required.
- 1.4.5 The *Contractor* shall furnish proof of actual experience in the class of work for which they have tendered and must submit with the tender on the relevant form attached to the tender documents, a statement of works recently carried out. The list shall include the value of previous contracts, completion dates, contact names and telephone numbers.
- 1.4.6 The *Contractor* to note that incomplete tender documents will not be considered.

1.5 Project Time Schedule

1.5.1 Programme To Be Furnished After Contract Award

1.5.1.1 The order in which the works are to be carried out shall be as directed by the *Project Manager*. Within fourteen (14) days after the acceptance of his Tender, the *Contractor* shall submit to the *Project Manager* for his approval a detailed work programme conforming to the *Project Manager's* requirements, showing the order of procedure and method in which he proposes to carry out the works, and shall, whenever required by the *Project Manager*, furnish for his information, particulars of the *Contractor's* arrangement for carrying out the works, of the construction plant and temporary works which the *Contractor* intends to supply, use or construct as the case may be. The programme shall cater for duration(s) by which information is to be supplied by the *Project Manager*. This programme shall be referred to as the Programme, be issued as a Gantt chart based on a detailed activity linked programme and be subdivided into operations of day(s) or week(s) duration. The programme shall be manloaded by crafts and craft mix ratio of skilled and unskilled. The submission to and approval by the *Project Manager* of such programme or the furnishing of such particulars, shall not relieve the *Contractor* of any of his duties or responsibilities under the Contract.

1.5.1.2 This programme, when accepted by the *Project Manager* will be binding on the *Contractor*. Amendment to the programme can only be effected by the *Project Manager's* acceptance of the *Contractor's* revised programme.

1.5.1.3 The programme shall be used to monitor progress. The programme shall remain in force but the resources to achieve the programme shall be updated at each site meeting and the *Contractor* shall report progress to date and what steps shall be taken to ensure adherence to programme.

1.5.1.4 Should the successful *Contractor* at any time during the contract fall behind the approved programme, then the *Project Manager* may require the *Contractor* to adjust his manner of working and/or employ additional staff, at NO additional cost to TPL, in order that the approved programme can be achieved.

1.5.2 Programme To Be Furnished With Tender

1.5.2.1 The tender programme shall be in Gantt chart format programme. Contract award shall be designated week 0. The tender programme shall not be less than the contract award, kick-off meeting, access to site, meetings, design, procurement, manufacture, delivery to site, installation, inspections and testing, factory acceptance testing, site acceptance testing, defect correction, commissioning and handover periods for each site at a time. This programme shall also be cost loaded to indicate expected cashflow.

1.5.3 Programme on Which Tenders Are to Be Based

1.5.3.1 Various key elements of the entire project are indicated below: -

- Contract award
- Kick-off meeting
- Access to site (only after TPL Induction and Site-Specific Induction)
- Meetings
- Design
- Procurement
- Manufacture
- Delivery to site

- Installation
- Inspections and testing
- Factory acceptance testing
- Site acceptance testing
- Defect correction
- Commissioning & Handover

1.6 Reference Documentation

- 1.6.1 The requirements of the materials, design, installation, commissioning, examination, inspection and testing of equipment and facilities onsite shall be in accordance with the relevant sections of the below mentioned codes.
- 1.6.2 Where Government, Local authorities and other statutory body's regulations, laws and requirements are more stringent than those specified hereunder, the aforementioned regulations, laws and requirements shall take precedence.
- 1.6.3 Where no specific rules, regulations, codes or requirements are contained in this specification nor covered by the below mentioned codes, the *Contractor* shall, in consultation with TPL, adhere to internationally accepted engineering practices or original manufacturers specification.
- 1.6.4 The TPL issued drawings will be for information, ascertainment and/or construction and does not relieve the *Contractor* of any responsibility to submit to TPL, prior to construction, all Pr Eng or Pr Tech approved drawings for TPL acceptance and obtaining a TPL signature of acceptance prior to any construction.
- 1.6.5 For the purpose of understanding these Standards, the following abbreviations apply.
- SANS - South African National Standards
 - SABS - South African Bureau of Standards
 - BS - British Standards
 - IEC - International Electrotechnical Commission
 - NEC - New Engineering Contract

General:

TITLE	SANS	IEC	BS	OTHER
Code of Practice for Wiring of Premises and incorporated standards	SANS 10142			
The installation and Maintenance of Electrical Equipment used in explosive atmospheres.	SANS 10086-1			
Explosive Atmospheres	SANS 60079			
Protection against lighting: Physical damage to structures and life hazard	SANS 10313			
Protection against lighting	SANS 62305			
Protection against lighting (EMI)	SANS 61312			
Hot dipped galvanised coatings on fabricated iron and steel articles.	SANS 121:2011			

TITLE	SANS	IEC	BS	OTHER
Occupational Health and Safety Act and Regulations. 85 of 1993				
Conditions of Contract				NEC

1.6.6 The latest revision of the following TPL standard specifications, where applicable, shall apply. It is a requirement that *Contractors* comply with all applicable clauses of the specifications in the execution of the work they undertake.

- PL100 Drawing Standard Document
- PL101 Plant & Equipment Tag Numbering Standards
- PL102 Equipment, Instrument & Electrical Symbolology Standards
- PL103 General Drawing Standards
- PL631 Specification for Low Voltage Distribution Boards and Switchgear
- PL666 Electrical Design Criteria
- PL727 Specification for Cable, Racking, Trenching & Earthing Reticulation
- PL711 Specification for Equipment Cabinets to House Electronic Equipment
- PL804 General welding specification

Note: Copies are available on request.

2 GENERAL WORKS EXECUTION AND SITE REQUIREMENTS

2.1 Site Meetings

2.1.1 The *Contractor* shall attend site meetings when convened by the *Project Manager*. Such meetings will be for the purpose of discussing progress, delays, materials, conditions and specifications, as well as the co-ordination of site activities. The meetings will be chaired by the *Project Manager* or his Deputy and the proceedings shall be noted and circulated by the *Project Manager*.

2.2 House Keeping

2.2.1 The *Contractor* shall maintain the work sites clean and tidy at all times.

2.2.2 The *Contractor* shall take all reasonable precautions to protect existing equipment while work is in progress. Protection of existing equipment shall include protection against dust or any other harmful matter.

2.3 Materials

2.3.1 The *Contractor* shall ensure that all metal items other than stainless steel or other non-ferrous metals are hot dipped galvanised.

2.3.2 The *Contractor* shall ensure that precaution is taken against electrolytic corrosion where different metals are used on items of equipment.

3 GENERAL OPERATING CONDITIONS

3.1 Hazardous Area

- 3.1.1 All areas demarcated as Ex areas are to be treated as hazardous and *Contractors* shall ensure that the necessary care is taken to prevent damage and fire.

3.2 Climatic Conditions

- 3.2.1 Unless otherwise specified, all control equipment, peripherals and ancillary equipment shall be capable of operating in an uncontrolled environment, and at ambient temperatures, which vary between -5 degrees Celsius and 40 degrees Celsius.
- 3.2.2 *Contractors* must state the heat, power and environment requirements for all equipment offered in the tender.
- 3.2.3 The equipment must operate satisfactorily between sea level and 2000 metres above sea level.
- 3.2.4 The equipment must be capable of operating in a relative humidity range from 5% RH to 95% RH.
- 3.2.5 Dust and vapours accumulate rapidly and selection of equipment and installation thereof shall be given careful consideration to minimise the detrimental effects of this.
- 3.2.6 Severe lightning occurs in certain of the areas in which the equipment will operate. TPL will not regard damage to equipment resulting from a lightning strike or a power surge as unavoidable except where such a strike is a "direct strike".

4 SCOPE OF WORKS

4.1 Design

- 4.1.1 TPL will issue the *Contractor* proposed lighting schematic drawings, proposed lighting layout with proposed cable routing and zoning drawings, typical light poles drawings and the relevant BOQ per respective TPL site.
- 4.1.2 The TPL issued drawings will be for information, ascertainment and/or construction and does not relieve the *Contractor* of any responsibility to submit to TPL, prior to construction, all Pr Eng or Pr Tech approved drawings for TPL acceptance and must obtain a TPL signature of acceptance prior to procurement and construction.
- 4.1.3 The *Contractor* shall also ascertain if the proposed lighting layout drawing outlined on clause 4.1.1 meet the required lux levels per area which are indicated by the attached required lux levels spread sheet (found on BOQ with required lux levels and technical scoring spread sheet). This is to be done using a suitable lighting design software that will be used in generating a detailed lighting design software simulation report. The detailed lighting design software simulation report must show detailed predicted lighting levels across the respective areas and the type of light used in those respective areas. During commissioning the actual installed lighting will be measured (at night) to confirm compliance to accepted designs. The detailed lighting design software simulation report must be submitted for TPL acceptance.
- 4.1.4 The *Contractor* shall ensure that all zoning is strictly followed and the correct zoned light is used on the respective zoned area as per SANS 10086-1 since most of the work is conducted in hazardous zoned areas.

- 4.1.5 Where relocation, correction or additional lighting is required, the *Contractor* shall submit all Pr Eng or Pr Tech approved lighting schematic drawings, proposed lighting layout with proposed cable routing and lighting zoning drawings and detailed lighting design software simulation report to TPL for acceptance.
- 4.1.6 The *Contractor* shall submit all respective Pr Eng or Pr Tech approved as build drawings as outlined on clause 4.1.1 and/or 4.1.5 and the detailed as built lighting design simulations report per respective TPL site.
- 4.1.7 The *Contractor* shall ensure that all detailed lighting design simulation report and drawings are submitted to the *Project Manager* for acceptance prior to procurement, manufacture, supply and commencement of any work. The *Project Manager* will require a minimum of five (5) working days to accept detailed lighting design simulation report and drawings (as outlined on clause 4.1.1.).

4.2 Electrical, Mechanical and Civil Works

- 4.2.1 The *Contractor* shall supply and install new equipment and fittings as per the BOQ submitted during the respective tender, the approved designs as per this scope of works and the associated approved drawings.
- 4.2.2 The *Contractor* shall ensure that a suitable zone 1 luminaire is used under zone 1 hazardous areas application and will require TPL approval prior to procurement (Confirm with the TPL *Project Manager* prior to procurement). The suitable luminaire must be a minimum of 98W, be a LED type, be zone 1 certified, must be Ex, must be minimum of 8820lm, must have a life span of 50 000hr or greater, must be at least IP65, must have a minimum of 5-years warranty and must not weight more than 9.1kg.
- 4.2.3 The *Contractor* shall ensure that a suitable zone 2 luminaire is used under zone 2 hazardous areas application and will require TPL approval prior to procurement (Confirm with the TPL *Project Manager* prior to procurement). The suitable luminaire must be a minimum of 70W, be a LED type, be zone 2 certified, must be Ex, must be minimum of 8495lm, must have a 10kV/10kA surge arrestor, must have a life span of 100 000hr or greater, must be at least IP65, must have a minimum of 5-years warranty and must not weight more than 5kg.
- 4.2.4 The *Contractor* shall ensure that a suitable luminaire is used under normal areas application and will require TPL approval prior to procurement (Confirm with the TPL *Project Manager* prior to procurement). The suitable light luminaire must be a minimum of 148W, be a LED type, must be floodlight, must be SABS Approved, must be minimum of 23125lm, must have a 10kV/10kA surge arrestor, must have a life span of 90 000hr or greater, must be at least IP65, must have a minimum of 5-years warranty.
- 4.2.5 The *Contractor* shall ensure that the suitable luminaire is mounted on the suitable pole as indicated by the lighting layout drawing per site and the respective poles drawings which is to be ascertained by the *Contractor* and accepted by TPL. There are three different types of poles which are rail mount pole, stand-alone/free standing pole and bund wall mount pole with either zone 1 or zone 2 light luminaire as indicated by the different light poles drawings. These suitable poles are to be mounted on the rail (rail mount pole) as well as on the concrete (stand- alone/free standing pole and bund wall mount pole).
- 4.2.6 The *Contractor* shall also note that most parts of the rail mount pole will be free issued by TPL as well as certain part of the other poles (stand-alone/free standing pole and bund wall mount pole) as indicated on the poles drawings. The *Contractor* is to issue item listed as “purchase” on these drawings as well as other BOQ items listed to be supplied by the *Contractor*.

- 4.2.7 The *Contractor* shall also note that certain items of the BOQ will be free issued by TPL as indicated under the column “material supplied by” of the BOQ, the *Contractor* will have to insert the labour rate only for such items.
- 4.2.8 The *Contractor* shall also note that other items of the BOQ will be issued by them as indicated under the column “material supplied by” of the BOQ, the *Contractor* will have to insert both the material and the labour rate for such items.
- 4.2.9 The *Contractor* shall ensure that the cable routing follow the TPL proposed or accepted cable routing as it make use of the best possible cable routing with existing cable sleeves, trenches and racking. Where no racking exist in the manifold a BOQ listed angle iron is to be used.
- 4.2.10 Where no lighting cable exist to the manifold and tanks, the *Contractor* shall ensure that a three phase with neutral lighting cable (as per BOQ) is connected on the manifold and tanks emergency lighting breaker terminals of the LV panel and is distributed accordingly to all the manifold and tanks lighting to ensure a balance three phase load.
- 4.2.11 The *Contractor* shall ensure that a blue stripe, 4 core, armoured, 2.4mm² and/or 4mm² and/or 6mm² cable is used and must be in compliance with TPL PL727 specification.
- 4.2.12 The *Contractor* shall ensure that a 1 core, 16mm² green and yellow earth cable is used for all earthing and bonding and that all earthing and bonding must be in compliance with TPL PL727 specification except for the TPL Waltloo first small tank (tank 4).
- 4.2.13 The *Contractor* shall ensure that when conducting earthing and bonding to the TPL Waltloo first small tank (tank 4), a nonconductive material (minimum IP65) is used to link the light poles with the tanks rails since this tank is used for cathodic protection and needs not to be earthed and bonded. All earthing and bonding are to be done on the light fittings, poles and other metals connected to the poles only, except on existing onsite metals and must be in compliance with TPL PL727 specification.
- 4.2.14 All manifold and tanks lighting must be controlled by a photo-cell. If one already exist onsite, the *Contractor* shall use it otherwise the *Contractor* shall provide a new one.
- 4.2.15 The *Contractor* shall ensure that a suitable IP65 light switch is installed (as indicated on the BOQ and accepted drawings) on the TPL advised location outside of the control room, to safely switch on and off all the proposed and existing manifold and tank(s) lighting. (Confirm with the TPL *Project Manager*)
- 4.2.16 The *Contractor* shall ensure that 3 ways and/or 4 ways Ex junction boxes with 6 ways Ex terminal boxes are positioned on the light poles as shown by the respective light poles drawings and others must be positioned as advised by TPL *Project Manager* on the cable racking, sleeves and/or angle iron as the case may be.
- 4.2.17 The *Contractor* shall ensure that all fittings, poles, fasteners and any other metal parts shall be hot dipped galvanised as per SANS 121 standard.
- 4.2.18 The *Contractor* shall ensure that all other material used except for poles, cables and angle Iron must be Ex such as glands, terminals and M20 plugs. The glands must also be CCG armortex.
- 4.2.19 The *Contractor* shall have in his employment a trade tested Electrician who shall be responsible for all work done onsite.
- 4.2.20 The *Contractor* shall have in his employment a registered Master Installation Electrician who shall be responsible for general supervision, testing and issuing electrical Certificate of Compliance (COC) for all work done onsite. Tests must also include SANS 60079-17 table 1 & table 2.

- 4.2.21 The *Contractor* shall ensure that welding is conducted in compliance with TPL PL804 specification.
- 4.2.22 The *Contractor* shall ensure that all site hot works is conducted in the present of a fire standby.
- 4.2.23 Where required and accepted by the TPL *Project Manager*, the *Contractor* shall ensure that all excavations and trenching are done and completed by hand (machines not permitted). Allowance is to be included to detect services along a route prior to trenching. Any existing services damaged during excavation will be repaired at the *Contractor's* cost.
- The *Contractor* shall ensure that all excavations and trenching across road crossings/hardened surfaces are re-instated such that the previous finish and all layer works are matched. The excavations and trenching are to comply with the TPL PL727 specification.
- 4.2.24 The *Contractor* shall ensure that all circuits and equipment are labelled according to TPL PL727 specification.
- 4.2.25 The *Contractor* shall ensure that all cables are labelled at both ends according to TPL PL727 specification. (laser engraved 316 stainless steel tags, tied with stainless steel cable ties).
- 4.2.26 The *Contractor* shall be responsible for issuing COC's on completion of the work. (Classification certificates are required for all equipment installed in hazardous areas).

4.3 Hold Points

- 4.3.1 Prior to commencement of procurement and manufacture, design acceptance shall be obtained from the *Project Manager*. Hold points for acceptance to proceed shall entail as a minimum submission of the following documentation: -
- Detailed lighting design simulation report
 - Lighting schematic drawings showing the new lighting design layout.
 - Lighting layout with cable routing and zoning drawings.
 - General Arrangement Drawings of equipment in or on panels, boards and cubicles.
 - Equipment and material lists.
 - Construction drawings of any equipment that will be manufactured.
- 4.3.2 The *Contractor* should take note that acceptance by the *Project Manager* of submitted drawings does not relieve the *Contractor* of responsibility for errors in design documents or drawings issued.
- 4.3.3 The *Contractor* shall note that all documentation and drawings issued by TPL are supplied in good faith and may not be complete in every detail. The *Contractor* shall be responsible for ascertaining the validity and correctness of all drawings issued.

4.4 Quality Requirements

- 4.4.1 This section outlines the minimum requirements to ensure that products and services supplied to TPL are manufactured, provided, constructed or installed in accordance with all specified requirements as defined in this scope of works.
- 4.4.2 The *Contractor* is responsible for all quality activities necessary to ensure the work meets the requirements specified in this scope of works, and shall manage and coordinate all quality aspects of the work in accordance with the requirements of this scope of works, together with the *Contractor's* PQP and QCPs once reviewed and accepted by TPL.

4.4.3 Project Quality Plan

The PQP shall entail the following as a minimum:

- Overview and understanding of scope of works and key requirements
- Organogram with positions, roles and responsibilities
- Procedures:
 - Document control – the *Contractor* to provide a description of how documents provided by TPL will be managed e.g. management tools and databases, internal and external distribution of documents to TPL, third parties, internal review and approval routes and authorities, receipts, registration and maintained, codes, standards and specifications.
 - Design control – where the *Contractor* is responsible for any aspects of design related to the scope of works, they must provide procedures for the control of these design activities. This must also factor in the roles and responsibilities
- Project Schedule - As per this scope of works requirements
- Commissioning and training plan.

4.4.4 Quality Control Plans

The QCPs shall be submitted before the commencement of the project.

QCPs must clearly identify all inspections, tests and verification requirements to meet this scope of works including destructive and non-destructive testing, witness and hold points. The *Contractor* prepares and submits QCPs to TPL for review in accordance with the requirements of this scope of works and PQP.

The QCP shall include:

- QCPs shall include reference to all tests specified in the scope of works.
- **Inspection and Testing**
 - The *Contractor* is responsible for the conduct of all *Contractor* inspections and tests. This responsibility includes:
 - Documenting inspection and test results in the QCPs and relevant FICs.
 - Progressively inspecting the quality of the scope of works performed, including that of all Sub-Contractors.
 - Inspecting to meet all scope of works requirements, in number, type and form
 - Inspecting day to day activities, material receipts, issue of material for installation, in-process inspections, and final inspections.
 - Schedule of Inspection - The *Contractor* shall submit a schedule showing the proposed dates for inspections and tests nominated in the QCP where witness

and hold points are required. The schedule shall be regularly updated with progress and issued to TPL to show the current inspection and test status.

- Field Inspection Checklists - For site installation and construction activities, the *Contractor* prepares FICs to permit inspection and testing of installed equipment and constructed facilities in accordance with the respective QCPs.
- Inspection Points - The QCP identifies points in the fabrication, manufacturing and/or installation process that are selected for inspection. Hold Point (H), Witness Point (W) Review Point (R), Surveillance (S). A TPL Sample QCP can be used as a reference which is attached to this scope of works.
- Welding Procedures - Where the *Contractor's* scope of works includes fabricated weldments, WPS defining the method, preparation and sequences to be adopted to achieve a satisfactory welded joint shall be provided for all weld types required in the execution of this scope of works.
- Material Traceability - Where, and to the extent that material traceability is required, the *Contractor* shall provide its procedures for the maintenance of material identification throughout all phases of manufacture.
- Material Certification - Where specified in this scope of works the following certificates shall also be provided to TPL: certificates of compliance, certificates issued by a laboratory or test facility independent of the *Contractor's* work, any other form of certification affecting the scope of works.

- **Non-Conforming Products**

The *Contractor* shall establish and maintain procedures to control material or products that do not meet the specified requirements.

All *Contractor* product and/or materials identified as not conforming to requirements shall be dealt with promptly as follows:

- If the *Contractor* discovers material or product which is not in accordance with the requirements of the scope of works e.g. a non-conformance, the *Contractor* shall immediately initiate the non-conformance procedure. If TPL or its agent identifies a non-conformance, a *Transnet* NCR may be raised.

- **Corrective and Preventative Action**

- If the *Contractor* proposes a disposition of any non-conforming materials or product which varies from the requirements of this scope of works, such a proposal shall be submitted in writing to TPL whose decision on the proposal shall be obtained in writing before the non-conforming material or product is covered up or incorporated into the works, or is the subject of any other disposition.
- The disposition of non-conformances which do not vary the requirements of the *Contract*, specification or drawings may be approved by the *Contractor* following discussion and agreement with TPL.

- **Inspection, Measuring and Test Equipment**

Calibration - The *Contractor* shall ensure the calibration of test and measuring equipment is performed and maintained in accordance with the relevant *Contractor* procedures and/or the equipment manufacturer's specifications.

Use of Inspection, Measuring and Test Equipment - The *Contractor* shall ensure that authorized equipment users:

- Use the equipment in accordance with manufacturer's instructions, and accepted industry practices
- Ensure the equipment is covered by a current calibration certificate
- Conduct the measurements or tests in accordance with the equipment manufacturer's specifications or other relevant specification
- Prior to commencement of each inspection or test activities:
 - Identify the measurements to be made
 - Determine the accuracy required
 - Select the appropriate inspection, measuring or test equipment for this scope of works.

4.4.5 Quality Records

Contractors shall maintain quality records necessary to provide objective evidence that demonstrates and verifies achievement of the QA/QC requirements associated with this scope of works. All quality records including original source material test certificates and non-destructive test reports, shall be retained by the *Contractor* during the project, and be provided to TPL at the times, and in the quantities specified in this scope of works.

4.5 Documentation

The *Contractor* shall supply the documentation listed below: -

Two (2) complete sets of the following (in files) and one soft copy on a separate memory sticks for each TPL site (Documents must be printable, drawings must also include PDF and CAD versions):-

- Detailed as built drawings (all drawings types that are outlined on clause 4.1.1 and/or 4.1.5)
- Detailed as built lighting design simulation report
- Required lux levels spread sheet/PDF with measure night lux levels
- All luminaire datasheets
- Comprehensive maintenance manuals
- Detailed spares catalogues
- Electrical Certificate of Compliance (Original and a copy of the COC) (including equipment certificates).
- Factory inspection and testing documents
- Site testing, certification, commissioning, and completion documents
- Equipment warranty certificates.

- Classification certificates are required for all equipment installed in hazardous areas.
- PQP & QCP.

A formal completion certificate signed and dated by both the *Contractor* and the *Project Manager* shall be provided.

4.6 Installation and Site Works

- 4.6.1 The *Contractor* shall prior to making any design changes to the existing equipment and proposed drawings submit drawings and detailed lighting design simulation report to the *Project Manager* for prior acceptance. Drawings shall include equipment schedules detailing all major components as per clause 4.1 requirements.
- 4.6.2 The *Contractor* shall ensure that all equipment arrive timeously onsite. The *Contractor* shall be responsible for any damages to equipment prior to completion and hand over. Should such a delay occur, the *Contractor* shall immediately inform the *Project Manager* in writing such that action can be taken to mitigate the delay.
- 4.6.3 The *Contractor* shall ensure that all onsite and work specific safety protocols and precautions are followed at all times. The *Contractor* shall also ensure that the relevant PPE is worn at all times. The *Contractor* is also to note that in all sites the work will include working at height up to 2.4m and in other sites like Waltoo, Tarlton, Langlaagte, Alrode OPS and Alrode Workshop the work will include working at height on Tanks and the Workshop of up to 30m and 10m respectively. The tanks have a safety rail. The *Contractor* is also to ensure compliance to COVID-19 related regulations and mitigations where applicable. The *Contractor* will need to provide their COVID-19 management and risk plan. The COVID-19 risk are also outlined on the attached Lighting Upgrade Project Baseline Assessment with COVID-19 Risks (IMS risk assessment register).
- 4.6.4 The *Contractor* shall ensure at all times compliance with SHE requirements prescribed by applicable legislation and best practice standards. The *Contractor* will be responsible for the SHE requirements that TPL may require to be implemented. The *Contractor* shall ensure that no person or employees are allowed to enter any of the work sites on their behalf, unless that employee or person has undergone SHE induction pertaining to the hazards prevalent to the site at the time of entry.
- 4.6.5 The *Contractor* shall, in the presence of the *Project Manager* and any other Transnet staff deemed necessary test and commission the upgraded installation and all associated equipment.

4.7 Factory Inspection and Testing

- 4.7.1 It shall be the responsibility of the *Contractor* to compile a complete Factory Acceptance Test Schedule prior to scheduling a Factory Acceptance Testing (FAT). This schedule shall be used for FAT of the equipment supplied by the *Contractor*.
- 4.7.2 Factory Acceptance Test schedule/s shall be comprehensive and must cover all aspects of the equipment to be tested and shall be submitted to the *Project Manager* for acceptance at least two weeks prior to commencement of FAT.
- 4.7.3 The *Project Manager* reserves the right to add or delete any item or test on the Factory Acceptance Test schedule in order to verify that the supplied equipment complies with specification.

- 4.7.4 The *Contractor* shall perform the FAT at the supplier's manufacturing facility under their supervision, in accordance with standard specifications.
- 4.7.5 The *Contractor* shall be responsible for providing all test equipment and facilities required for the period of the FAT such as the *Project Manager* may deem necessary, and to produce a report of the tests completed.
- 4.7.6 Should the Factory Acceptance Tests be suspended due to the failure of any test or as a result of equipment failure, re-scheduling of the Factory Acceptance Tests shall be at the discretion of the *Project Manager*. Failure of Factory Acceptance Tests may result in the *Contractor* being back-charged for the man hours expended by the TPL representatives witnessing the tests.
- 4.7.7 The Factory Acceptance Test schedule will include as a minimum, the following checks and tests:

4.7.7.1 Inspections

- A physical check of all equipment shall be made against the applicable drawings.
- Non-compliance will be marked in red on drawings for correction before acceptance.

4.8 Site Testing, Certification and Commissioning

- 4.8.1 It shall be the responsibility of the *Contractor* to compile a complete Site Acceptance Test and Commissioning Schedule to be used for site acceptance testing, certification and commissioning of the equipment to be installed by the *Contractor*.
- 4.8.2 The Site Acceptance Test and Commissioning schedule shall be comprehensive and shall cover all aspects of the equipment to be tested and commissioned and shall be submitted to the *Project Manager* for acceptance, prior to commencement of Site Acceptance Testing (SAT).
- 4.8.3 The *Contractor* shall be responsible for providing all test equipment and facilities required for the period of the SAT such as the *Project Manager* may deem necessary, and to produce a report of the tests completed.
- 4.8.4 The *Project Manager* reserves the right to add or delete any item or test on the Site Acceptance Test and Commissioning schedule in order to verify that the installed equipment complies with the applicable specification.
- 4.8.5 The *Contractor* shall perform the SAT, electrical compliance certification and commissioning of the supplied/installed equipment. The *Contractor* shall at his own expense rectify all defects. Should a defect result in time delays and additional material/labour cost, such additional cost incurred shall be for the *Contractor's* account.
- 4.8.6 The *Contractor* shall perform lighting tests (Lux levels) at night in the presence of *Project Manager* or his delegated authority.
- 4.8.7 The *Contractor* shall record the results of all lighting night tests on the lighting layout drawing at the specific points on the drawing where readings are taken as well as on the attached required lux levels spread sheet under "measured lux level" column. This documentation is to be included in the documentation packs to be provided to TPL on conclusion of the project.
- 4.8.8 Site Acceptance and Handover of all items of the equipment shall be concluded once SAT, certification and commissioning of all supplied/installed equipment has been completed, all fault lists have been completed to compliance and the following documentation has been submitted to and accepted by the *Project Manager*.
- Complete FAT and SAT documentation, comprising of test schedules and

- commissioning report (as applicable)
- Completed Electrical Certificates of Compliance (Original and a copy of the COC) (including equipment certificates)
- Final Contract Documentation as outlined on clause 4.4
- A formal completion certificate signed and dated by both the *Contractor* and the *Project Manager* shall be provided

Documentation format and number of copies shall be in accordance with TPL specifications PL 100, 101, 102, 103.

5 APPENDICES

The following TPL documentation shall be read in conjunction with this scope of works

- BOQ with required lux levels and technical scoring spread sheet.
- Lighting schematic drawings showing the new lighting design layout
- Lighting layout with cable routing and zoning drawings
- Typical rail mount pole drawing
- Typical floor mount/free standing pole drawing
- Typical bound mount pole drawing
- Typical zone 1 luminaire pole extension drawing
- Lighting Upgrade Project Baseline Assessment with COVID-19 Risks (IMS risk assessment register)
- SHE Compliance file review-guidelines
- Transnet Contractor Management Procedure TRN-IMS-GRP-PROC-014
- TPL Sample QCP

6 MAINTENANCE

N/A

7 GUARANTEE

Guarantee initiation shall be from the date recorded on the *Contractor's* completion certificate. The completion certificate shall for validity purposes contain the signature of both the *Contractor* and the *Project Manager*.

All electrical components (luminaire excluded) supplied under this specification shall be warranted for a minimum of 12 months from the date of completion. All luminaires shall be warranted for a minimum of 5 years from the date of completion. Mechanical equipment shall be warranted for a minimum of 12 months from the date of completion. The defect period (including workmanship) shall be guaranteed for a period of 52 weeks. Upon receiving a notice from TPL, the *Contractor* shall at its own cost and expense and without reimbursement by TPL promptly correct, repair or replace the items, which are not in conformance with this specification. *Contractor's* warranty shall cover all costs (including, without limitation, those costs associated with parts, labour, technical support, travel, transportation, and shipping and handling). The *Contractor* is also to issue TPL all the respective equipment warranty certificates.

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.

No.	Site Name	Physical Address	Co-ordinates
1.	Alrode Pump station	35 Garfield Street, Alberton	26°17'52.9464"S (Latitude), 28°07'11.8918"E (Longitude)
2.	Alrode Workshop	3 Akasia Rd, Alberton	26°17'52.9464"S (Latitude), 28°07'11.8918"E (Longitude)
3.	Airport Delivery station	Opposite 40 Springbok Road, Impala Park	26°09'56.8600"S (Latitude), 28°14'18.4673"E (Longitude)
4.	Langlaagte Delivery station	46 Main Reef Rd Industrial	26°12'17.7071"S (Latitude), 27°58'30.9732"E (Longitude)