

Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**FOR THE: MECHANICAL EQUIPMENT INSTALLATION AT 06 TOULON ROAD
BUILDING IN THE PORT OF DURBAN**

RFP NUMBER : TNPA/2025/02/0012/90062/RFP
ISSUE DATE : 15 July 2025
COMPULSORY BRIEFING : 24 July 2025
CLOSING DATE : 4 August 2025
CLOSING TIME : 16h00
TENDER VALIDITY PERIOD : 12 weeks from closing date

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The Tender

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

- a) 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]. Only those tenderers who are registered with the Construction Industry Development Regulations, with a designation of **6EB or higher or 6SF or higher** class of construction work, are eligible to have their tenders evaluated.

DESCRIPTION	Mechanical Equipment Installation at 06 Toulon Road Building in The Port of Durban
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.
	A Compulsory Tender Clarification Meeting will be conducted at Queens Warehouse, 237 Mahatma Gandhi Road, Durban on the 24 July 2025, at 10h00 [10 O'clock] for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.

	<p>A Site visit/walk (non-compulsory) 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 breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. <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 tender clarification.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's Representative</i>.</p> <p>Tenderers failing to attend the compulsory tender clarification will be disqualified.</p>
CLOSING DATE	<p>16h00 on 4 August 2025 - Tenderers 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://transnetetenders.azurewebsites.net>);

- Click on "ADVERTISED TENDERS" to view advertised tenders;
 - Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
 - Click on "SIGN IN/REGISTER" - to sign in if already registered;
 - Toggle (click to switch) the "Log an Intent" button to submit a bid;
 - Submit bid documents by uploading them into the system against each tender selected.
 - **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**
- b) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
- c) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.
- d) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.
- e) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- f) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. **CONFIDENTIALITY**

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

4. **DISCLAIMERS**

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including

but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-23 **Breach of Law**, whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer pertaining to matters that might present an unacceptable commercial risk to the *employer*, including but not limited to the following:

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

4.13. Transnet reserves the right to not award to such a low offer that would pose an unacceptable commercial risk.

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

contractor prior to there being a clear communication from the *Employer* calling on the standby *contractor* to deliver part of or full purchase order.

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

Tenderers 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

M	A	A	A								
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and

Unique registration reference number

**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**

"HOW TO" GUIDE FOR BIDDERS

REGISTER ON ETENDER PORTAL

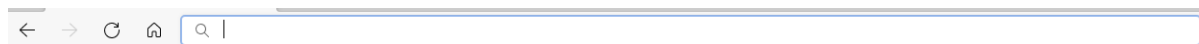
ACCESS TENDERS

NB: Do not wait for the last minute to register or to bid for a tender. Ensure you complete your process at least 1 day (24hours) before the closing date


TENDERERS TO NOTE WHEN UPLOADING DOCUMENTS TO ONLY USE ALPHA NUMERIC AND NO SPECIAL CHARACTERS TO BE USED

Go to Google Chrome 

In the address bar type: <https://transnetetenders.azurewebsites.net>



https://transnetetender.b2clogin.com/transnetetender.onmicrosoft.com/b2c_1_signupsignin/oauth2/v2.0/authorize?client



Sign in with your email address

Email Address

Password

[Forgot your password?](#)


Sign in

[Don't have an account? → Sign up now](#)

If not already registered, click on Sign up now.

Ensure that the email you use to sign in is the same as the email that you received from the tender invite on the email, otherwise you will not see the tender

Cancel



Email Address

Send verification code

New Password

Confirm New Password

Given Name

Organization Name

Surname

Central Supplier Database Number

Company Registration Number

Country/Region

Country/Region

Secondary Email Address

State/Province

Street Address

Postal Code

Display Name

Create

Complete all fields, before selecting “Send verification code” and confirm that all information is correct.


VERY IMPORTANT: Each field needs to be completed and not to be left blank

If you do not have a central Supplier Database number, enter the same company registration number in that field.

Send verification code

After completing all fields, select "Send verification code". The code will be sent to your email.

< Cancel



Verification code has been sent to your inbox. Please copy it to the input box below.

abc@gmail.com

Verification Code

Copy the code as received on the email and paste it in the Verification code field
Then click on Verify code

Verify code

Send new code

Forgot your password?

Sign in

Don't have an account? [Sign up now](#)

Then click on Sign in

Once registered and signed in, the home screen will have “WELCOME (Registered user)”

DO NOT use secondary email address, YOU THE SAME EMAIL ADDRESS WHICH YOU RECEIVE INVITES FOR BIDDING

HOME

ADVERTISED TENDERS

MY SUBMITTED INTENTS

MY BID DOCUMENT SUBMISSIONS

CONTACT

WELCOME TESTING

SIGN OUT

ADVERTISED TENDERS

Open Tenders

Other Tenders

Show entries

Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status
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To view / search for tenders, click on ADVERTISED TENDERS

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ - Message (HTML)

File Message Help Tell me what you want to do

Delete Archive Reply Reply All Forward Share to Teams ATM signed To Manager Team Email Move Tags Editing Read Aloud Translate Zoom Send to OneNote Viva Insights

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ

SRV-TCC-Etender
To noreply@transnet.net

This message was sent with Low importance.

Dear Suppliers,
You have been invited to bid and respond to the following tender:

Name Of Tender : TE22-SRX-1FG-02068
Description : STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Number : TE/2022/04/0697/RFQ

Access to this tender will be granted by using this email when you sign up/sign in. To access the tender information

Kind Regards,
Transnet eTenders

When a bidder receives an email to quote, the bidder needs to register with the email address of the recipient that received the email. If already registered, sign in.

NOTE: The details on this email is intended for guidance only and not to be used on the live system

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TCC/2021/11/0031/RFQ	For the supply and installation of an air compressor	For the supply and installation of an air compressor for indoor shooting range that operates the laser system and supply air to air guns utilised during training and conduct maintenance on air supply system and hoses.		12/10/2021 12:00:00 PM	Closed	View Details
TFR/2021/12/0014/RFQ	ELECTRICAL MATERIAL (CABLES)	SUPPLY AND DELIVERY OF ELECTRICAL MATERIAL (CABLES) FOR A ONCE OFF PERIOD		12/13/2021 4:00:00 PM	Closed	View Details
TFR/2021/12/0017/RFQ	CRAC_JHB_36509.	FOR THE SUPPLY AND DELIVERY OF HIGH BACK CHAIRS FOR CTC OFFICES IN CENTRAL, EASTERN AND WESTERN REGIONS, FOR A ONCE OFF PERIOD.		12/14/2021 10:00:00 AM	Closed	View Details
TFR/2021/12/0015/RFQ	CRAC-JHB-36313	FOR THE SUPPLY AND DELIVERY OF VARIOUS CLAMPS, TERMINAL LUGS, DROPPER CLIPS AND		1/13/2022 12:00:00	Closed	View Details

When signed in, select "ADVERTISED TENDERS".

To manually search and change the view from Closed to Open, click twice on arrow next to "Tender Status". The arrow pointing down will change to blue and open tenders will be displayed.


HOME
ADVERTISED TENDERS
MY SUBMITTED INTENTS
MY BID DOCUMENT SUBMISSIONS
CONTACT
WELCOME TESTING
SIGN OUT

ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0450/RFQ	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE-062101802 VALVE; TYPE: L-1 LOAD DETECTOR, MEDIA FOR WHICH DESIGNED: WAGONS AIRBRAKE, CONNECTION TYPE: FLANGE, SPECIAL FEATURES: BLUE, WITHOUT PIPE BRACKET; SIMILAR ITEM: 062004338		4/8/2022 10:00:00 AM	Open	View Details
TE/2022/04/0494/RFQ	GEAR OIL	OIL, GEAR TYPE SYNTHETIC BRAND NAME MOBILGEAR SHC SERIES GRADE SCH 6800 VISCOSITY RATING 220 TO 320 FLASH POINT 234 DEG C COLOR ORANGE CONTAINER TYPE SACHET 250 G CONTAINER CAPACITY 14 KG FOR USE ON: 39-200 GM, 15E AND 19E LOCOMOTIVES		4/8/2022 10:00:00 AM	Open	View Details
TE/2022/04/0495/RFQ	SUPPLY OF CORROSION (NALCOOL) - APPROVED	ITEM NUMBER - 077807563 INHIBITOR, CORROSION; TYPE: COOL-C18, COLOR: RED,		4/8/2022 10:00:00	Open	View Details



HOME
ADVERTISED TENDERS
MY SUBMITTED INTENTS
MY BID DOCUMENT SUBMISSIONS
CONTACT
WELCOME TESTING
SIGN OUT

ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search: TE/2022/04/0697/RFQ

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	Open	View Details

To search for a specific tender, the tender number, tender name or description can be used for searching.

ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search: TE22-SRX-1FG-02068

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00	Open	View Details

When the tender has been identified, click on "View Details"

When the “View Details” has been selected, the following screen will be displayed where the attachments can be viewed or downloaded.

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

TENDER DETAILS

Tender Details

Tender Reference Number	TE/2022/04/0697/RFQ
Name Of Tender	TE22-SRX-1FG-02068
Description	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Type	RFQ
Contact Person	Charl du Preez Transnet Engineering SLR
Contact Person Email Address	Charl.duPreez@transnet.net
Date Published	4/7/2022 3:51:47 PM
Closing Date	4/13/2022 10:00:00 AM
Briefing Date And Time	
Briefing Details	
Location Of Service	Coaches, Salt River

Briefing Session
Closing Date
4/13/2022 10:00:00 AM
Attachments

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact_April 2020_v1.pdf

2.19 Non Disclosure Agreement_April 2020_v1.pdf

2.9 Request for Quotations TE22-SRX-1FG-02068,

Log An Intent To Bid
☐

If interested to bid, on the same page there's an option to select: **Log an Intent to Bid**. Once selected, an option will appear to “**Submit Intent**” or “**Cancel**”. Click on **Submit Intent**

Tender Details

Tender Reference Number	TE/2022/04/0697/RFQ
Name Of Tender	TE22-SRX-1FG-02068
Description	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Type	RFQ
Contact Person	Charl du Preez Transnet Engineering SLR
Contact Person Email Address	Charl.duPreez@transnet.net
Date Published	4/7/2022 3:51:47 PM
Closing Date	4/13/2022 10:00:00 AM
Briefing Date And Time	
Briefing Details	
Location Of Service	Coaches, Salt River
Name Of Institution	TE
Tender Category	Goods
Tender Status	Open

Briefing Session
Closing Date
4/13/2022 10:00:00 AM
Attachments

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact_April 2020_v1.pdf

2.19 Non Disclosure Agreement_April 2020_v1.pdf

2.9 Request for Quotations TE22-SRX-1FG-02068,

Log An Intent To Bid
☒

Submit Intent **Cancel**

Tender Details

Tender Reference Number

Name Of Tender

Description

Tender Type RFQ

Contact Person Charl du Preez Transnet Engineering SLR

Contact Person Email Address Charl.duPreez@transnet.net

Date Published 4/7/2022 3:51:47 PM

Closing Date 4/13/2022 10:00:00 AM

Briefing Date And Time

Briefing Details

Location Of Service

Name Of Institution

Tender Category

Tender Status

Intent to Bid

Your request to log an intent to bid has been successfully submitted.

Close

When the "Submit Intent" is selected, a message will appear to indicate that the request was successfully submitted. Click on close and wait for the next screen.

Briefing Session

Closing Date 4/13/2022 10:00:00 AM


Attachments

- 2.14 Standard Terms and Conditions of Contract for
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.pdf

Log An Intent To Bid

☒

[Submit Intent](#) [Cancel](#)



delivering freight reliably

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

MY SUBMISSION INTENTS

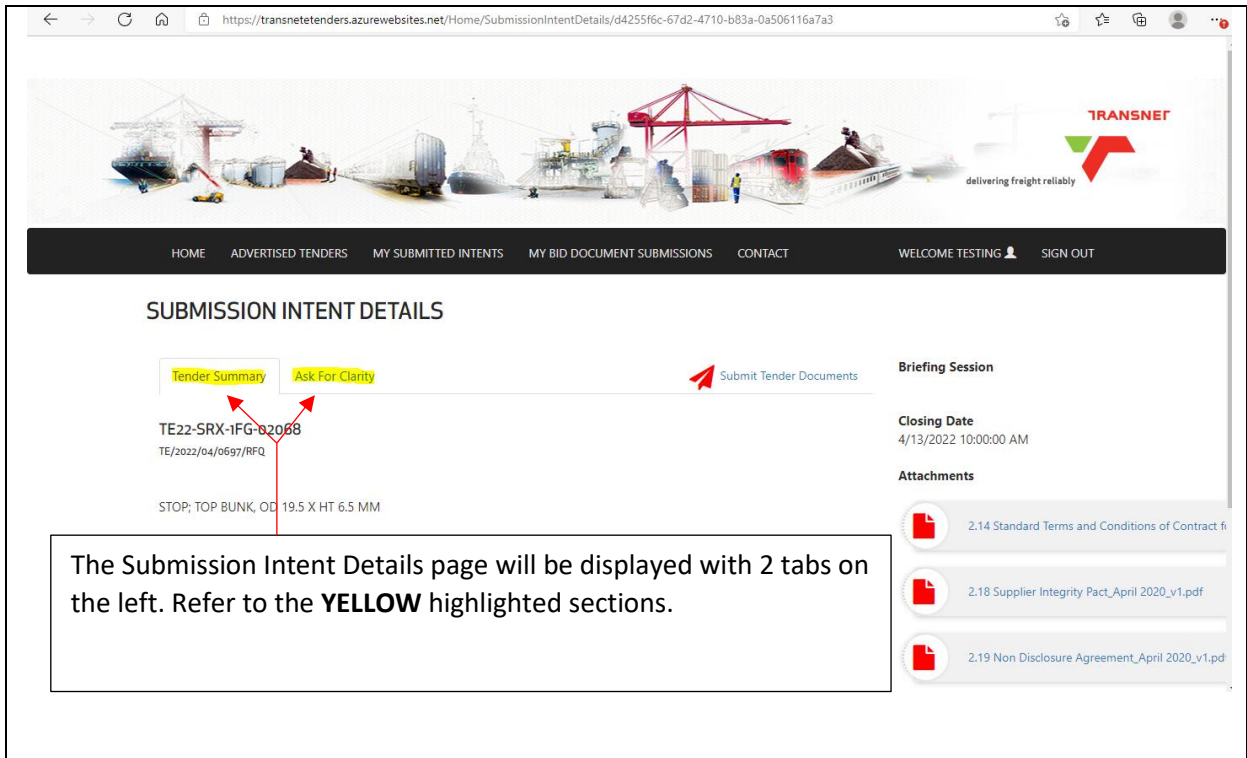
Show 10 entries

Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	View Details

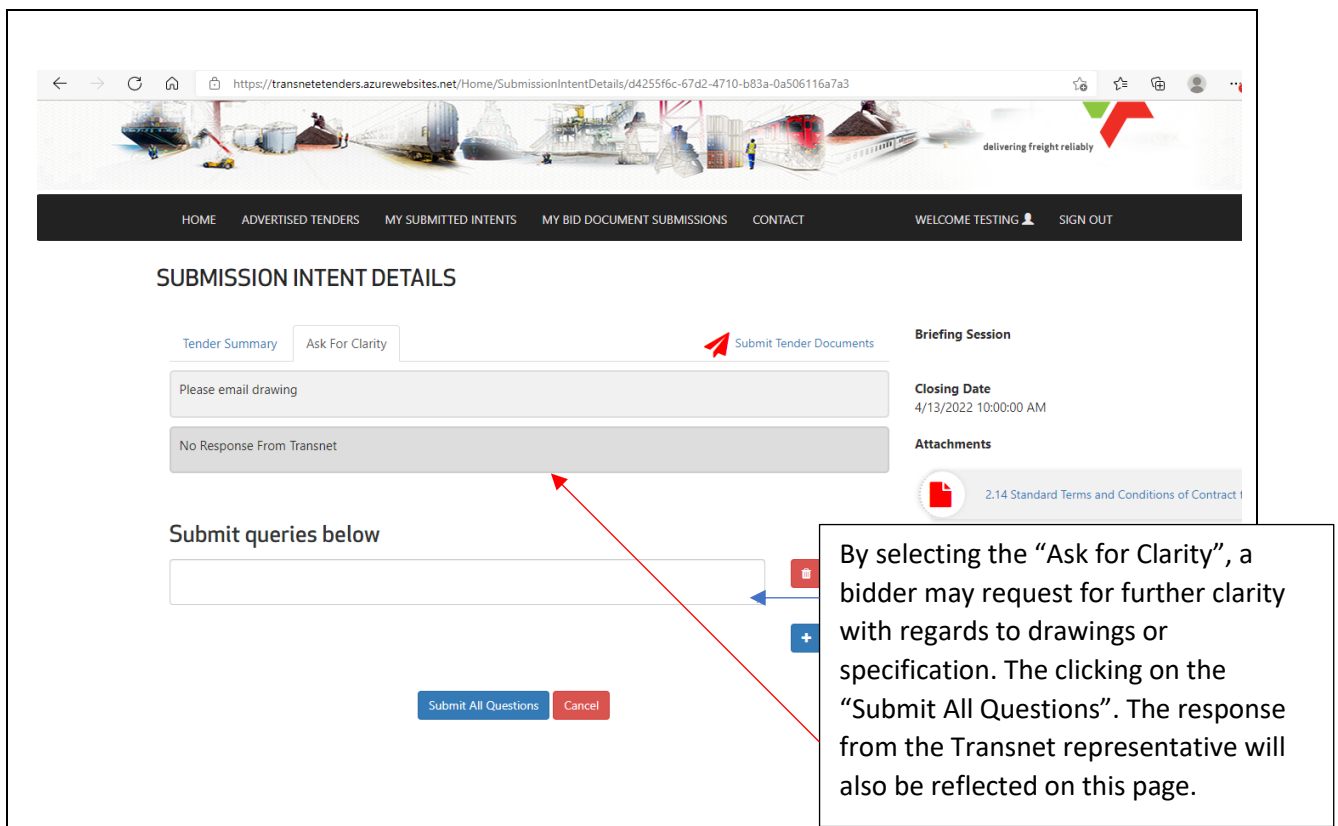
Showing 1 to 1 of 1 entries

Previous 1 Next

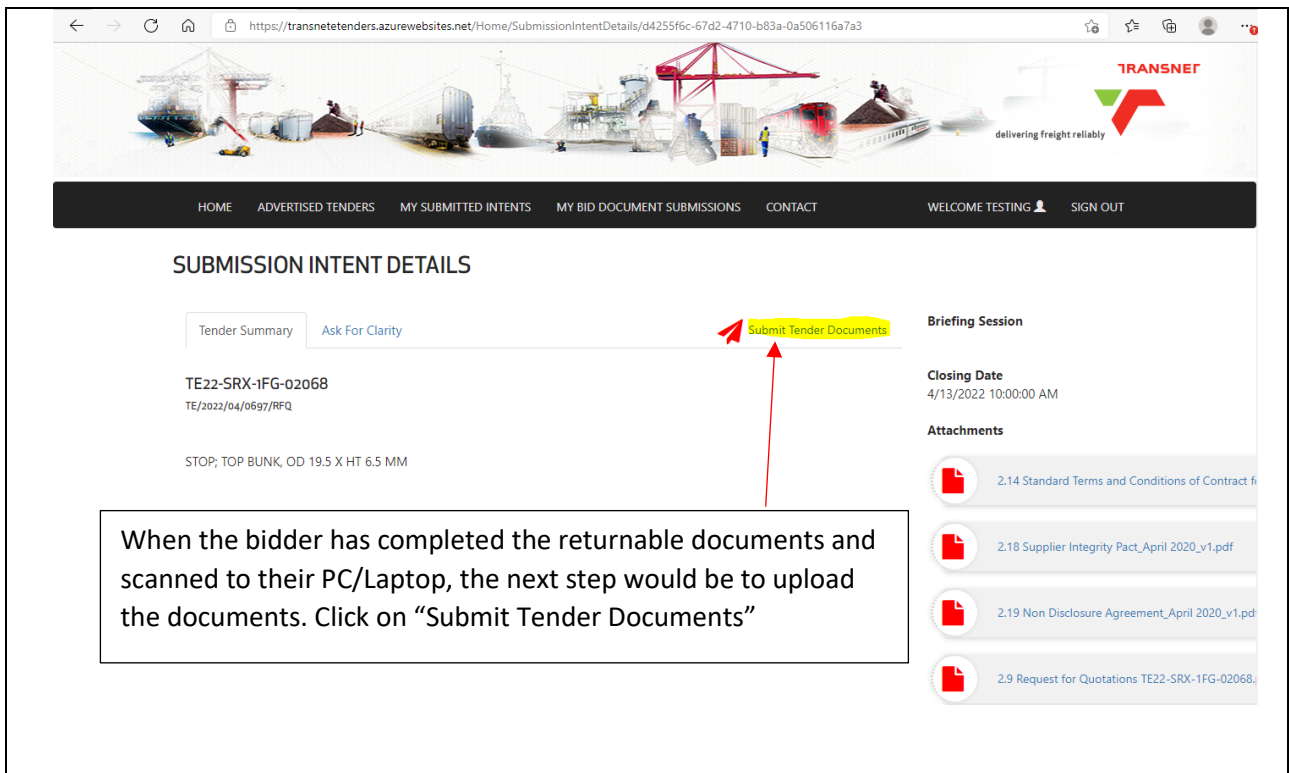
The screen should be updated and load the "MY SUBMITTED INTENTS". To proceed to capturing your bid documents, click on "View Details"



The Submission Intent Details page will be displayed with 2 tabs on the left. Refer to the **YELLOW** highlighted sections.



By selecting the “Ask for Clarity”, a bidder may request for further clarity with regards to drawings or specification. The clicking on the “Submit All Questions”. The response from the Transnet representative will also be reflected on this page.



Submission Intent Details

Tender Summary Ask For Clarity **Submit Tender Documents**

TE22-SRX-1FG-02068
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

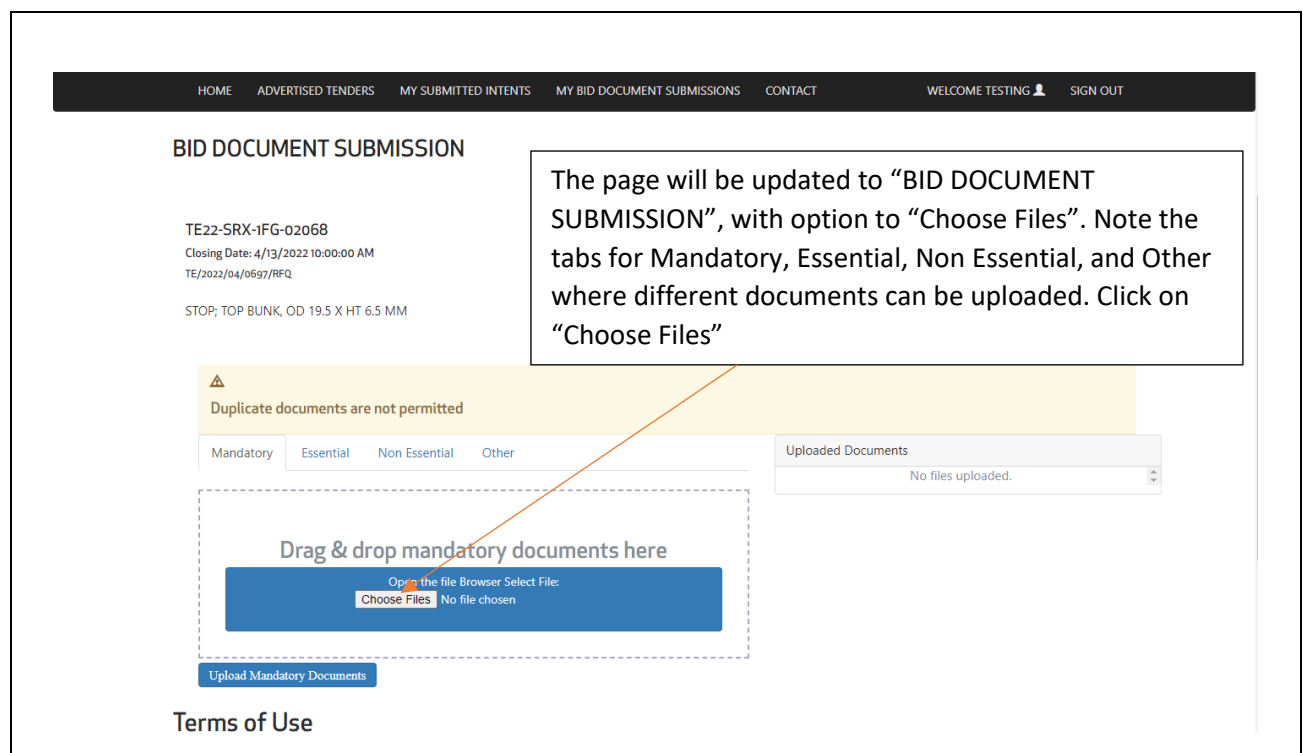
When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on “Submit Tender Documents”

Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.



BID DOCUMENT SUBMISSION

TE22-SRX-1FG-02068
Closing Date: 4/13/2022 10:00:00 AM
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

The page will be updated to “BID DOCUMENT SUBMISSION”, with option to “Choose Files”. Note the tabs for Mandatory, Essential, Non Essential, and Other where different documents can be uploaded. Click on “Choose Files”

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Uploaded Documents
No files uploaded.

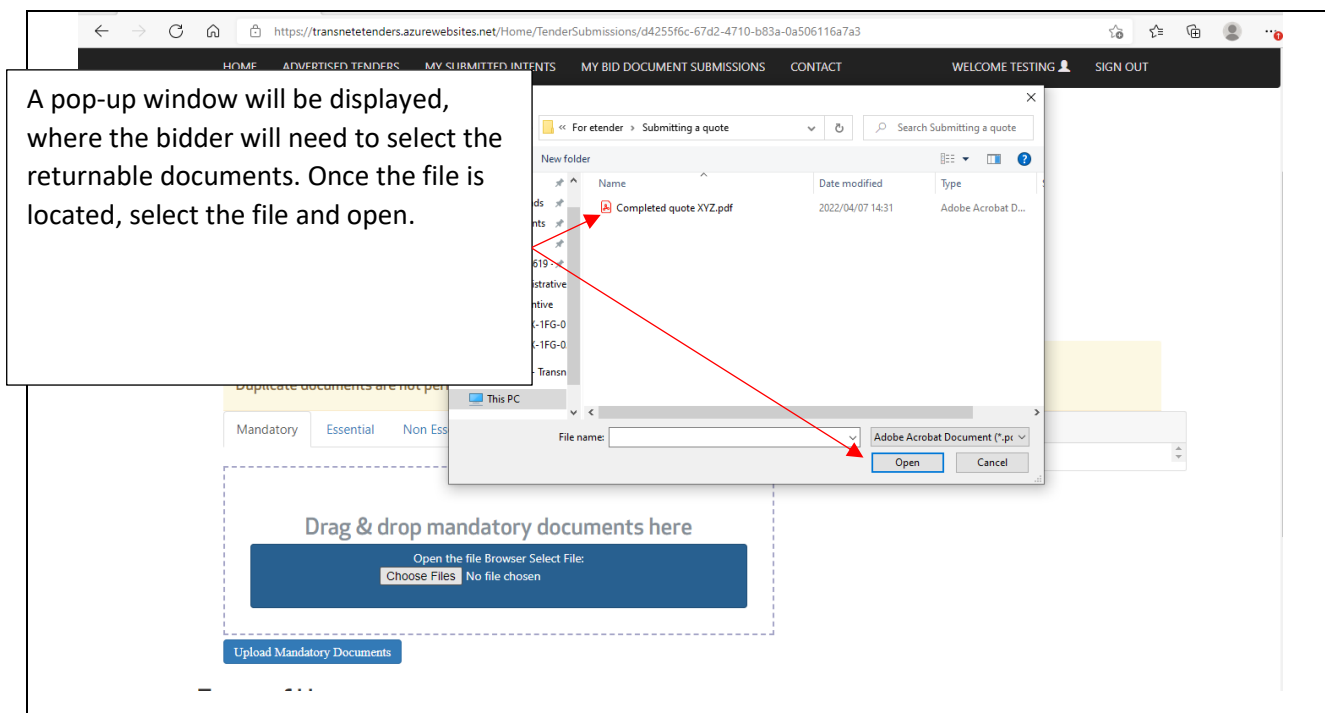
Drag & drop mandatory documents here

Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

Terms of Use

A pop-up window will be displayed, where the bidder will need to select the returnable documents. Once the file is located, select the file and open.



BID DOCUMENT SUBMISSION

TE22-SRX-IFG-02068
Closing Date: 4/13/2022 10:00:00 AM
TE/2022/04/0697/RFQ
STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

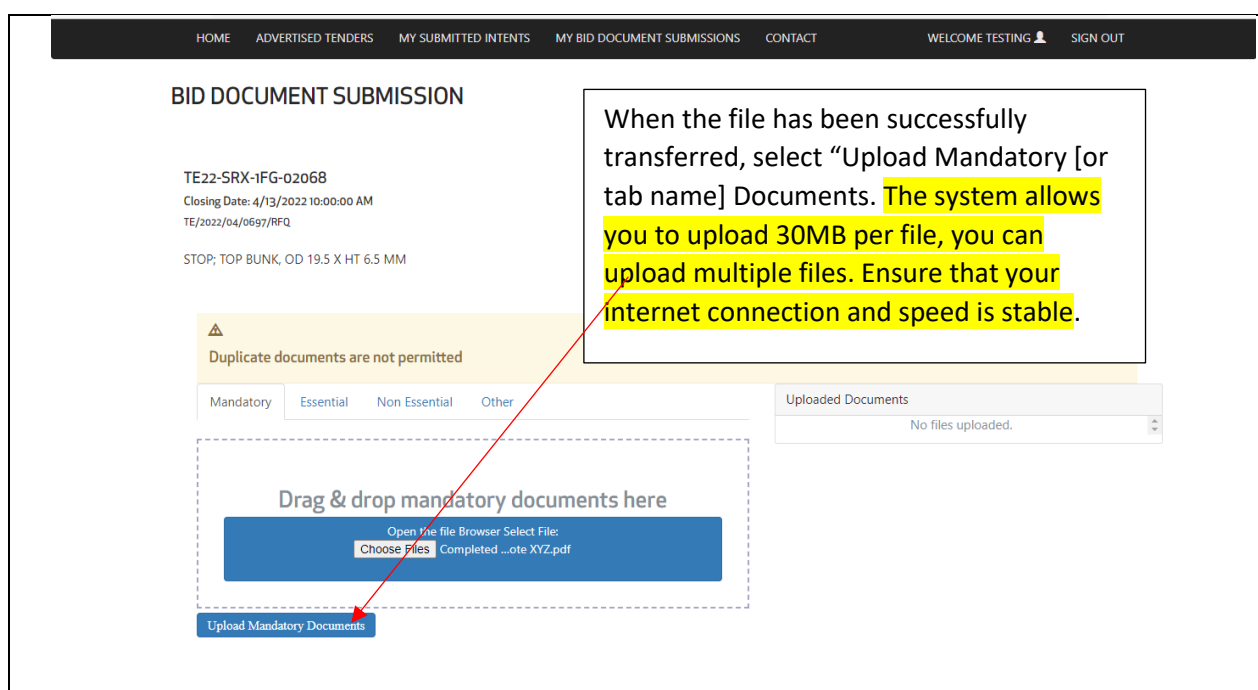
Drag & drop mandatory documents here

Open the file Browser Select File:
Choose Files Completed ...ote XYZ.pdf

Upload Mandatory Documents

Uploaded Documents
No files uploaded.

When the file has been successfully transferred, select "Upload Mandatory [or tab name] Documents. The system allows you to upload 30MB per file, you can upload multiple files. Ensure that your internet connection and speed is stable.



The "Uploaded Documents" section will be updated to confirm that the document was uploaded, then click on "Submit Bid"

TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

⚠ Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Drag & drop mandatory documents here

Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

Terms of Use

Information provided by the bidder through this portal constitute a binding bid submission/response and a commitment to deliver Transnet requirements. Kindly note that the system automatically ranks the outcome of the evaluation of price and BBBEE scoring based on the information provided. Pricing and BBBEE information provided is the responsibility of the bidder to ensure correctness and Transnet will only consider your latest submission made before the closing date.

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Completed quote XYZ.pdf - Document Type: Mandatory Documents

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MY BID DOCUMENT SUBMISSIONS

Show 10 entries Search:

Tender Reference Number	Name	Date Submitted	Company Name	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	4/8/2022 8:59:06 AM	Transnet Engineering	View Details

Showing 1 to 1 of 1 entries

Previous 1 Next

The screen will progress to "MY BID DOCUMENT SUBMISSION", where the "View Details" can be selected to confirm that all required information is submitted correctly.

T1.2 Tender Data

Part T2: Returnable Documents

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)
		C1.3 Form of Securities
Part C2: Pricing data		C2.1 Pricing instructions
		C2.2 Bill of Quantities
Part C3: Scope of work		C3.1 Works Information
Part C4: Site information		C4.1 Site information
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Shani Evans
	Address:	237 Mahatma Gandhi Road Durban 4000
	Tel No.	N/A
	E – mail	tenderenquiriespdu@transnet.net

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

1. Stage One, Step One: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check
<ul style="list-style-type: none"> Whether the Bid has been lodged on time Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time Verify the validity of all returnable documents Verify if the Bid document has been duly signed by the authorised respondent

2. Stage One, Step Two: Test for Substantive Responsiveness to RFP

The test for substantive responsiveness to this RFP will include the following:

Check for substantive responsiveness
<ul style="list-style-type: none">• Whether any general and legislation qualification criteria set by Transnet, have been met
<ul style="list-style-type: none">• Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule
<ul style="list-style-type: none">• Whether the Bid materially complies with the scope and/or specification given
<ul style="list-style-type: none">• Whether any minimum requirements have been met as follows:<ul style="list-style-type: none">- Attendance at the compulsory clarification meeting- Submitted proof of registration with registration number (certified copies must be submitted) for the key personnel that would be responsible of the execution of this project.

3. Stage One, Step Two A - Eligibility with regards to attendance at the compulsory clarification meeting:

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

4. Stage One, Step Two B - 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 **6EB or higher or 6SF 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 **6EB or higher or 6SF or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

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

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

5. Stage Two, Step Three - Tenderer's technical pre-qualification requirements: Only those tenderers who provide all the required documentation will be evaluated further. Failure to provide the required documentation will result in disqualification.

- T2.2-03 Pre-qualification schedule: Company Experience
- T2.2-04 Pre-qualification schedule: Key Personnel
- T2.2-05 Pre-qualification schedule: Programme
- T2.2-06 Pre-qualification schedule: Health and Safety Requirements

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

6. Stage Three, Step Four – Preference Point System: Weighted score 100 - Price (80/90) Specific goals (20/10).

Only those tenderers who provide all the required **pre-qualification** documentation will be evaluated further in terms of price and specific goals. The evaluation criteria for measuring specific goals are stated in C.3.11 below.

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

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

C.2.12 No alternative tender offers will be considered.

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

C.2.13.5 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: (insert company name)
- Contact person and details: (insert details)
- The Tender Number: TNPA/2025/02/0012/90062/RFP
- The Tender Description: Mechanical Equipment Installation at 06 Toulon Road Building in The Port of Durban

Documents must be marked for the attention of:

Employer's Agent: Shani Evans

COMMUNICATION

- For specific queries relating to this RFP, an RFP Clarifications should be submitted onto the system or to TNPATenderEnquiriesER@transnet.net five (5) days before

RFP closing date. 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.

- After the closing date of the RFP, a Respondent may only communicate to TNPATenderEnquiriesER@transnet.net on any matter relating to its RFP Proposal.
- Respondents are to note that changes to its submission will not be considered after the closing date.
- It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

C.2.13.9 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.

C.2.15 The closing time for submission of tender offers is:
Time: **16h00** on the **4 August 2025**
Location: The Transnet e-Tender Submission Portal:
(<https://transnetetenders.azurewebsites.net>);

NO LATE TENDERS WILL BE ACCEPTED

C.2.16 The tender offer validity period is **12 weeks** from the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual

turnover and level of black ownership, in line with the code of good practice, together with the tender;

3. A valid CIDB certificate in the correct designated grading;
4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C.3.11 Stage Three – Preference Point System: Only those tenderers who provide all the required **pre-qualification** documentation will be evaluated further in accordance with the 80/20 or 90/10 preference points system as described in Preferential Procurement Regulations.

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

or

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

Preference points for this bid shall be awarded for:

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

Transnet will use the lowest acceptable bid to determine the applicable preference points system.

Specific Goals = 20/10 points tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

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

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

Selected Specific Goal	Number of points (80/20 system)	Number of points (90/10 system)
B-BBEE Status Level of Contributor 1 or 2	05	03
EME or QSE 51% Black Owned Entities	15	07
Non-Compliant and/or B-BBEE level 3-8 Contributors	00	00

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	<ul style="list-style-type: none"> Valid B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted)
EME or QSE 51% Black Owned Entities	<ul style="list-style-type: none"> Audited Annual Financial Statements Valid B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS	POINTS
PRICE	80	90
B-BBEE Status Level of Contributor 1 or 2	05	03
EME or QSE 51% Black Owned Entities	15	07
Total points for Price and Specific Goals must not exceed	100	100

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. The **objective criteria** Transnet may apply in this bid process include:
5. The due diligence exercise may take the following factors into account inter alia; the tenderer:
 - a) Bidder(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
 - b) There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact;

- c) The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
- d) Unless the appointment of the bidder would result in a negative impact on Transnet's
- e) Return on Investment;
- f) It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;
- g) The tenderer or its members, directors, partners:
 - Is under restrictions as contemplated in the Integrity Pact,
 - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated
- h) Cannot, as necessary and in relation to the proposed contract, demonstrate that it possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- i) Has no legal capacity to enter into the contract;
- j) Is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing.
- k) Does not comply with the legal requirements, if any, stated in the tender document; and
- l) Is not able to perform the contract free of conflicts of interest.
- m) Is able, in the option of the employer to perform the contract free of conflicts of interest.
- n) An unacceptable commercial risk to the employer due to unduly high or unduly low tendered rates or amounts in the tender offer. Before rejecting a tender on the grounds that it is unduly low, the employer will request in writing details of the constituent elements of the tender which it considers relevant, including:

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

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

ii. the originality of the work, supplies or services proposed by the tenderer;

compliance with the statutory provisions such as those relating to the employment of labour, health and safety etc. The employer will verify these constituent elements by consulting the tenderer, taking account of the evidence and presentations provided including supplier quotations etc.. if the tenderer cannot justify the unduly low price, the Employer will award the tender to the next ranked bidder. If the next ranked bidder is unduly low the same process above shall apply.

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

THE BROAD-BASED BLACK ECONOMIC EMPOWERMENT COMMISSION'S

PRACTICE GUIDE 01 of 2022

DETERMINING THE VALIDITY OF A BROAD-BASED BLACK ECONOMIC EMPOWERMENT VERIFICATION CERTIFICATE, B-BBEE SWORN AFFIDAVIT AND CERTIFICATE ISSUED BY THE COMPANIES AND INTELLECTUAL PROPERTY COMMISSION

A. Introduction

1. The Broad-Based Black Economic Empowerment Commission ("B-BBEE Commission") is an entity established by the Broad-Based Black Economic Empowerment Act 53 of 2003 as amended by Act 46 of 2013 ("the Act"), to oversee the implementation of the Act, which includes provision of practice guides, explanatory notices, non-binding advisory opinions and clarification services to improve the understanding of the Act.
2. This Practice Guide is issued as a non-binding guide purely to assist with the interpretation of B-BBEE documentation presented by measured entities to ensure consistency in the application of the Act. Should this Practice Guide not be clearly applicable to your specific set of facts at any given time, you are advised to approach the B-BBEE Commission for a non-binding advisory opinion, which will be more specific to your set of facts.
3. This Practice Guide does not constitute a legal document or a ruling of the B-BBEE Commission on the issue concerned. Further, although this Practice Guide is not binding on the B-BBEE Commission, it does set out the approach that the B-BBEE Commission is likely to take on any matter relating to implementation of B-BBEE including determining the validity of B-BBEE sworn affidavits, B-BBEE verification certificates and certificates issued by the Companies and Intellectual Property Commission (CIPC) for B-BBEE purposes.
4. This Practice Guide replaces Practice Guide 01 of 2018 as of **01 November 2022**.

A. Purpose of this practice guide

5. The B-BBEE Commission has over the years continued to be inundated with requests from various stakeholders to confirm validity of B-BBEE certificates, sworn affidavits and CIPC certificates, which process has resulted in the B-BBEE Commission issuing a number of advisory letters to the affected entities to advise of invalidity of such documentation and the need to withdraw the invalid B-BBEE verification certificates or sworn affidavits/CIPC certificates. Thus, the purpose of this Practice Guide is to set out the approach for stakeholders to determine the validity of B-BBEE certificates or sworn affidavits/CIPC certificates for consistency.
6. The five elements of B-BBEE adopted in the Codes of Good Practice (the Codes) each have a specific purpose and together provide an integrated intervention to empower black people as envisaged in the Act. Further, the Act allows for B-BBEE verification, which is a measure used to determine compliance with the Act, and results in the issuing of a B-BBEE verification certificate.
7. A B-BBEE verification certificate, a sworn affidavit and a B-BBEE certificate issued by the CIPC is evidence of a measured entity's compliance with the Act over a particular period. Such compliance is based on B-BBEE related information of a measured entity in line with the applicable Codes as per Section 9 (1) of the Act.
8. It is contrary to the Act for a measured entity to trade with an invalid/inconclusive or incorrect B-BBEE verification certificate or sworn affidavit/CIPC certificate. The preferential procurement spend or economic activity that was directed by measured entities to a supplier or entity on the basis of an invalid B-BBEE document cannot be recognised during a B-BBEE measurement process, therefore, it is critical to determine the validity of B-BBEE verification certificates or sworn affidavits/CIPC certificates presented by measured entities in order to access an economic opportunity both in the public and private sector.

B. Determining validity of a sworn affidavit for B-BBEE compliance

9. The legal dictionary (<https://legal-dictionary.thefreedictionary.com/Affadavit>) defines a sworn affidavit as a written statement of facts voluntarily made by a person under an oath or affirmation administered by a person authorized to do so by law.
10. In terms of the Codes, Exempted Micro-Enterprises (EMEs) and black controlled and owned Qualifying Small Enterprises (QSEs) only have to use a sworn affidavit to indicate their B-BBEE

compliance status. Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities.

11. The Department of Trade, Industry and Competition (**the dtic**) has designed sworn affidavit templates and qualifying measured entities must use these templates, which can be accessed on **the dtic** website. It is acceptable to use the templates on the letterhead of the measured entity.
12. The only time an EME can be verified by a South African National Accreditation System (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 using the QSE Scorecard.
13. The exception to this is only with regard to the Transport Sector where EMEs have a choice of obtaining accounting officer letter or get verified and be issued with a B-BBEE verification certificate by a SANAS accredited professional or agency because the Integrated Transport Sector Code has not been aligned to the amended Generic Codes.
14. Also, start-ups that are EMEs but wish to tender for contracts of R10 million in value or above must be verified using the QSE scorecard, and for tenders of R50 million and above must be verified using the generic scorecard.
15. Further, the Construction Sector Code, provides for EMEs whose annual turnover is R1.8 million for Built Environment Professionals and R3 million for Contractors or less to obtain automatic recognition levels and these do not require to undergo verification except in instances where they elect to enhance their B-BBEE status levels. In those circumstances there is a requirement for these EMEs to contribute towards empowerment by complying with the 40% sub-minimum on skills development element and in ensuring compliance with the skills development element, these EMEs are required to be verified by a SANAS accredited verification professional or agency.
16. Furthermore, the Generic Codes and the Financial Services Sector Code have granted an option to 51% and 100% black owned QSEs to undergo a verification process from a SANAS accredited verification professional if they so choose. However, for consistent application, EMEs in the Financial Services Sector should only obtain a sworn affidavit, and not a B-BBEE verification certificate as there is nothing to verify.

17. The following pointers are key in determining the validity of a sworn affidavit:

- a) Name/s of deponent as they appear in the identity document and the identity number must be completed.
- b) Designation of the deponent as either the director, owner or member must be indicated in order to know that the person deposing to the sworn affidavit is duly authorised. A deponent is able to tick more than one option if the person is a director and owner of the entity.
- c) Name of enterprise must be cited as per the enterprise registration documents issued by the CIPC, where applicable, including the enterprise business address.
- d) Percentage of ownership held by black people, black female and black designated groups. For designated groups, the percentage must be indicated for each sub-category or nil where there is none. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected.
- e) Indicate the total annual revenue for the year under review and whether it is based on audited financial statements or financial statements or management accounts. Please select one option.
- f) Indicate the full financial year end (day/month/year) as per the enterprise's registration documents, which was used to determine the total revenue. This must be the recent financial year end.
- g) Select the B-BBEE Status level based on black ownership percentage. An enterprise can only have one B-BBEE status level.
- h) Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for which the empowering supplier status is based on.
- i) Date of signature for both the deponent and Commissioner of Oath must be the same. If using the first **dtic** template for sworn affidavits, where provision is not made for Commissioner of Oath signature date, the date of the deponent will be regarded by default as the signature date for Commissioner of Oath.
- j) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest. Please note that the B-BEE Act does not determine the qualification for Commissioner of Oaths, this is done in terms of the Justice of Peace and Commissioners' of Oaths Act, 1963 (Act No. 16 of 1963) which is administered by the Department of Justice and Constitutional Development (DOJ & CD). Therefore any queries regarding the legitimacy of a Commissioner of Oath need to be directed to DOJ & CD.
- k) A B-BBEE sworn affidavit is valid for a period of 12 months calculated from the date the sworn affidavit was commissioned, for example, if the sworn affidavit is commissioned on 12 August 2022, it will expire on 11 August 2023.

C. B-BBEE Certificate issued by the Companies and Intellectual Property Commission

18. **the dtic** through government Gazette Number 38765 published on 6 May 2015, mandated CIPC to issue B-BBEE certificates for EMEs and start-up enterprises, in its efforts to reduce cost of business for small businesses. A certificate issued by CIPC has the same status as a B-BBEE sworn affidavit.
19. Subsequently, CIPC issued a Customer Notice indicating that B-BBEE certificates can be applied for via e-services on the CIPC website (www.cipc.co.za), at CIPC Self Services Terminals when registering or filing Annual Returns.
20. **The following conditions apply when an enterprise uses the CIPC services for obtaining a B-BBEE certificate:**
 - a) Only directors of a company or members of close corporations can apply for a B-BBEE certificate.
 - b) Only companies and close corporations with a turnover of less than R10 million can apply via CIPC.
 - c) The enterprise's status must be "In Business".
 - d) All Annual Return filings for the relevant company or close corporation need to be up to date;
 - e) Application for a B-BBEE certificate can be done at any time (not only when registering a company or filing returns), provided that an application for the certificate which is still valid, was not done already.
 - f) Applicant must agree to the B-BBEE terms and conditions.
 - g) A director or member amendment must be filed if the director or member's email address or telephone is not correct or up to date.
21. A CIPC certificate can be submitted to the B-BBEE Commission for attention of Mr. Madidimalo Ramare at MRamare@beecommission.gov.za to confirm if it was generated from the CIPC system. However, on face value, the following information must appear on the certificate:
 - a) Name of enterprise, registration number and business address.
 - b) Date of issue and expiry adding to twelve months (e.g 9 June 2018 to 8 June 2019) must be indicated.
 - c) Percentage of total black ownership, black female ownership and total white ownership.
 - d) Certificate number.
 - e) Barcode with tracking number.

- f) Barcode with enterprise number.
- g) B-BBEE Status and procurement recognition level.
- h) **the dtic** logo on the top left corner, and CIPC logo on the top right corner.
- i) CIPC watermark.

D. Determining validity of a B-BBEE Verification Certificate for B-BBEE compliance

- 22. An entity that qualifies in terms of the B-BBEE Act to undergo a B-BBEE verification process, can only do so with a verification professional or agency that has been accredited by SANAS or a B-BBEE Verification Professional Regulator that may be appointed by the Minister of Trade, Industry and Competition.
- 23. B-BBEE verification means the process and activities conducted by a verification professional or agency to assess, verify and validate that the score awarded to a measured entity is a result of individual scorecard elements supplied by a measured entity, and to evaluate B-BBEE transactions in order to provide an indicative B-BBEE score and certification based on the principles of B-BBEE as per the Codes.
- 24. A B-BBEE verification process is important in assuring parties that rely on the score achieved by the measured entity and reflected on their B-BBEE Verification Certificate (refers to the B-BBEE verification certificate issued by the verification professional or agency which reflects the overall B-BBEE Status of a measured entity and scoring allocated for each scorecard element verified in respect of the measured entity) and that the information on which the certificate was issued is acceptable, and has been independently verified, and is free from misstatements.
- 25. Therefore, the role of a verifier is to assess, verify and validate both disclosed and undisclosed B-BBEE related information of the measured entity. The verification thereof should be based on the principles contained in the B-BBEE Act and relevant Codes, by applying the verification methodologies outlined in the Framework for accreditation and verification by all verification agencies (also known as the verification manual) as well as the Accreditation of B-BBEE Verification Agencies document issued by SANAS (also referred to as the R47-03). Important to note that a verifier is not to provide clarity or opinion on interpretation of any B-BBEE matter as such clarity must be sought from the B-BBEE Commission using the contact details mentioned below.
- 26. **A B-BBEE Verification Certificate shall identify the following information:**
 - a) The name and identifiable physical location(s) of the measured entity as per the CIPC records.

- b) The registration and VAT number of the measured entity.
- c) The dates of granting of the B-BBEE score/the period of validity, which is the initial issue date (e.g. 7 October 2021 to 6 October 2022) and the expiry date of the verification certificate.
- d) The revision or reissue date if applicable. .
- e) A unique identification number including revision number if applicable.
- f) The standard and/or normative document, including the issue and/or revision used to evaluate the client (amended codes / specialised or respective sector codes).
- g) The name and/or mark/logo of the B-BBEE verification agency.
- h) The scorecard against which the measured entity has been verified (Generic / QSE).
- i) The B-BBEE status level.
- j) The SANAS Accreditation Symbol on the verification certificate.
- k) The B-BBEE procurement recognition level.
- l) Score per element including total score achieved.
- m) Black ownership percentage.
- n) Black Female ownership percentage.
- o) Black designated group percentage:
 - Black Youth percentage
 - Black Disabled percentage
 - Black Unemployed percentage
 - Black People living in Rural areas percentage
 - Black Military Veterans percentage
- u) Modified flow has been applied, indicate yes or no.
- v) Exclusion principle used, indicate yes or no.
- w) Recent financial year end used (day/month/year).
- x) Discounting principle used, indicate yes / no.
- y) Empowering Supplier status, indicate yes / no.
- z) Name and signature of technical signatory
- aa) Amendments to certificate to be clearly documented.
- bb) A consolidated certificate to state as such and refers to attachment of the measured entities that are consolidated with registration and vat numbers.
- cc) In terms of the reflection of the level and points on the B-BBEE verification certificate, the following is applicable:
 - Participated in Y.E.S Initiative yes / no
 - Achieve Y.E.S Target and 2.5% Absorption yes / no
 - Achieve 1.5 x Y.E.S Target and 5% Absorption yes / no
 - Achieve Double Y.E.S Target and 5% Absorption yes / no

27. The recipient or user of a B-BBEE verification certificate can contact any of the accredited verification professionals or agency that is said to have issued the B-BBEE verification certificate, to request confirmation on the issuance of B-BBEE certificate. The recipient or user is also advised to use the SANAS website to verify the accreditation status, accreditation period and scope of accreditation for the verification professional or agency. The SANAS website also has a list of all verification professionals or agencies whose accreditation status has been withdrawn, or suspended, because a verification professional or agency cannot issue a B-BBEE certificate if the accreditation status has expired, withdrawn or suspended.
28. The recipient or user of the B-BBEE verification certificate, sworn affidavit or B-BBEE certificate issued by CIPC is also allowed, as part of its due diligence processes, to request any relevant additional information or documents from the measured entity in order to validate the credibility of the information recorded on the B-BBEE verification certificate, sworn affidavit/CIPC B-BBEE certificate.
29. It is also the responsibility of the recipient or user of the B-BBEE verification certificate or sworn affidavit/CIPC certificate to specify if measured entities ought to furnish an original or copy including certified copy of the B-BBEE verification certificate or sworn affidavit/CIPC certificate.

E. Penalties as per the B-BBEE Act

30. Trading with an invalid or fraudulent B-BBEE certificate or sworn affidavit/CIPC certificate may constitute an offence in terms of Section 13O (1) (a) of the B-BBEE Act, which state that a person commits an offence if that person knowingly misrepresents or attempts to misrepresent the broad-based black economic empowerment status of an enterprise, and the B-BBEE Commission may institute an investigation in terms of Section 13J of the B-BBEE Act. In addition, Section 13A of the B-BBEE Act has empowered organs of state and public entities to cancel any contract or authorisation awarded on account of false information knowingly furnished by or on behalf of an enterprise in respect of its broad-based black economic empowerment status.
31. If an entity is found to have violated the B-BBEE Act, the B-BBEE Commission is empowered to act accordingly as guided by the B-BBEE Act and this can result in the entity that violated the B-BBEE Act to be fined up to 10% of its annual turnover, and individuals involved could be imprisoned for up to 10 years, and / or fined. Specifically, an offence under section 13O (2) could lead to imprisonment of up to 12 months, or a fine, or both the fine and imprisonment.

32. In terms of section 13O (2) a verification professional, procurement officer or any official of an organ of state or public entity who becomes aware of the commission of, or attempt to commit any offence referred to under section 13O (1) and fails to report it, is guilty of an offence.
33. This Practice Guide is issued as a guide purely to assist with the interpretation and testing the validity of a B-BBEE verification certificates and sworn affidavit/CIPC certificates, and does not constitute a legal document or ruling of the B-BBEE Commission.
34. This Practice Guide may be updated anytime by the B-BBEE Commission if there are any material changes arising from developments in the application of the B-BBEE Act. In such an instance, an amended version will be published to replace this one.
35. For any queries or further clarity on this Practice Guide, kindly feel free to contact us at the following contact details:

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0001

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Issued by the B-BBEE Commission

19 October 2022

REGULATIONS GOVERNING THE ADMINISTERING OF AN OATH OR AFFIRMATION

Act

Published under

GN R1258 in GG 3619 of 21 July 1972
as amended by

GN 1648 in GG 5716 of 19 August 1977
GN R1428 in GG 7119 of 11 July 1980
GN R774 in GG 8169 of 23 April 1982

The State President has, in terms of section 10 of the Justices of the Peace and Commissioners of Oaths Act, 1963 (Act 16 of 1963), been pleased to make the following regulations:

1 (1) An oath is administered by causing the deponent to utter the following words: 'I swear that the contents of this declaration are true, so help me God'.

(2) An affirmation is administered by causing the deponent to utter the following words: 'I truly affirm that the contents of this declaration are true'.

2 (1) Before a commissioner of oaths administers to any person the oath or affirmation prescribed by regulation 1 he shall ask the deponent-

- (a) whether he knows and understands the contents of the declaration;
- (b) whether he has any objection to taking the prescribed oath; and
- (c) whether he considers the prescribed oath to be binding on his conscience.

(2) If the deponent acknowledges that he knows and understands the contents of the declaration and informs the commissioner of oaths that he does not have any objection to taking the oath and that he considers it to be binding on his conscience the commissioner of oaths shall administer the oath prescribed by regulation 1(1).

(3) If the deponent acknowledges that he knows and understands the contents of the declaration but objects to taking the oath or informs the commissioner of oaths that he does not consider the oath to be binding on his conscience the commissioner of oaths shall administer the affirmation prescribed by regulation 1 (2).

3 (1) The deponent shall sign the declaration in the presence of the commissioner of oaths.

(2) If the deponent cannot write he shall in the presence of the commissioner of oaths affix his mark at the foot of the declaration: Provided that if the commissioner of oaths has any doubt as to the deponent's inability to write he shall require such inability to be certified at the foot of the declaration by some other trustworthy person.

4 (1) Below the deponent's signature or mark the commissioner of oaths shall certify that the deponent has acknowledged that he knows and understands the contents of the declaration and he shall state the manner, place and date of taking the declaration.

(2) The commissioner of oaths shall-

- (a) sign the declaration and print his full name and business address below his signature; and
- (b) state his designation and the area for which he holds his appointment or the office held by him if he holds his appointment *ex officio*.

[Subreg. (2) substituted by GN 1648 of 19 August 1977]

5

[Reg. 5 deleted by GN R774 of 23 April 1982]

6 A commissioner of oaths shall not charge any fee for administering any oath or affirmation or attesting any declaration.

7 (1) A commissioner of oaths shall not administer an oath or affirmation relating to matter in which he has interest.

(2) Subregulation (1) shall not apply to an affidavit or a declaration mentioned in the Schedule.

8 Government Notice R1206, dated 15 December 1961, is hereby withdrawn.

T2.1 List of Returnable Document

T2.1 List of Returnable Documents

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

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

T2.2-02 **Stage Two as per CIDB: Eligibility Criteria Schedule** - CIDB Registration – **6EB** or higher or **6SF** or higher

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

T2.2-03 **Pre-qualification schedule:** Company Experience

T2.2-04 **Pre-qualification schedule:** Key Personnel

T2.2-05 **Pre-qualification schedule:** Programme

T2.2-06 **Pre-qualification schedule:** Health and Safety Requirements

: TNPA Estimate Health and Safety Cost Breakdown

: Health, Safety Questionnaire

2.1.3. Stage Four: Specific Goals

Specific Goals: Valid Evidence of Specific Goals (Preference Claim Form) Requirements Stipulated in SBD6.1

2.1.4. Returnable Schedules:

General:

T2.2-07 Capacity and Ability to meet Delivery Schedule

T2.2-08 Quality Management

T2.2-09 Declaration of Understanding

T2.2-10 Intention to Tender

T2.2-11 Authority to submit tender

T2.2-12 Record of addenda to tender documents

T2.2-13 Letter of Good Standing

T2.2-14 Risk Elements

T2.2-15 Proposed Organisation Staffing

T2.2-16 Site Establishment requirements

T2.2-17 Availability of Equipment and Other Resources

2.1.5. Agreement and Commitment by Tenderer:

- T2.2-18 Environmental Declaration of Understanding
- T2.2-19 Service Provider Integrity Pact
- T2.2-20 RFP Declaration Form
- T2.2-21 Schedule of Proposed Sub-Contractor
- T2.2-22 Certificate of Acquaintance with Tender Document
- T2.2-23 RFP – Breach of Law

- T2.2-24 Annex G Compulsory Enterprise Questionnaire inclusive of Section 7: attached SBD4
and Section 8: attached SBD 6.1
- T2.2-25 Supplier Code of Conduct
- T2.2-26 Agreement in terms of Protection of Personal Information Act, 4 of 2013 (“POPIA”)
- T2.2-27 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials
(FPPO)
- T2.2-28 Non-Disclosure Agreement

2.1.6. Bonds/Guarantees/Financial/Insurance:

- T2.2-29 Forecast Rate of Invoicing
- T2.2-30 Form of Intent to provide a Performance Guarantee
- T2.2-31 Three (3) years audited financial statements
- T2.2-32 Insurance provided by the Contractor

2.1.7. Transnet Vendor Registration Form:

- T2.2-33 Transnet Vendor Registration Form

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Bill of Quantities)

2.6 C2.2 Bill of Quantities

T2.2 Returnable Schedules

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

T2.2-01: Eligibility Criteria Schedule: Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company
Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Queens Warehouse, 237 Mahatma Gandhi Road, Durban	
On (date)		Starting time: 10:00am

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

T2.2-02: Eligibility Criteria Schedule - CIDB Grading Designation

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **6EB or higher or 6SF or higher** class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **6EB or higher or 6SF 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

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

T2.2-03: Evaluation Schedule: Company Experience

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

Sub-criteria	Requirements submitted?	
	Yes	No
1. The Tenderer has submitted a minimum of three (3) reference letters in the relevant company's letterhead of similar services completed during the last ten (10) years. The Tenderer has demonstrated experience in similar services to the scope of works, i.e., fire protection and detection system installations. The reference letter must contain all the elements listed below: (a) The description of the project and activities (b) Client Company name (c) Client contact details (email and telephone) (d) Start and finish dates the project		
2. Letter of Affiliation of the any of the <i>contractor's</i> key resource with ASIB (Automatic Sprinkler Inspection Board) or Certificate of Accreditation with The South African Qualification & Certification Committee (Fire) (SAQCC) for SANS 10139.		

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

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-04 Pre-qualification Schedule: CV's of Key Resources

Tenderers are required to **submit CV's, proof of qualifications** and **certifications** for professional registrations. Due consideration must be given to the deliverables required to execute and complete the contract as stated in the Scope of Service and should include but not be limited to:

Sub-criteria	Requirements submitted?	
	Yes	No
1. Professionally Registered Mechanical Engineer		
The Mechanical Engineer is professionally registered with Engineering Council of South Africa (ECSA) as a Pr. Eng, has a minimum of a bachelor's degree in mechanical engineering and has submitted a CV demonstrating a minimum of 10 years of experience in the design of building Fire systems.		
2. Commissioner		
The Commissioner is registered with SAQCC (SANS 10139)		
3. Project Manager		
The Project Manager has a minimum of NQF Level 6 in Built Environment or higher qualification, is Professionally Registered with South African Council of Project and Construction Management Profession (SACPCMP) / Project Management Institute (PMI) as a Professional Project Manager and has submitted a CV demonstrating a minimum of 5 years of experience in managing construction projects.		
4. Health and Safety Officer		
The Health and Safety Officer is registered as a Health and Safety Officer with SACPCMP with experience in construction projects and has a Diploma in Safety Management or SAMTRAC or NEBOSH or modern accredited SHEQ risk management training course as a minimum qualification. Proof of SACPCMP registration to be submitted as part of this returnable, with a CV demonstrating a minimum of 3 years work experience.		

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

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-05 Pre-qualification Schedule: Programme

Due consideration must be given to the deliverables required to execute and complete the contract as stated in the Works Information and should include but not be limited to: The Programme must clearly demonstrate how the tenderer plans in achieving the following dates and clearly demonstrate them on the schedule – initiates Starting Date, Access Dates, Planned Completion, Completion Date, Time Risk Allowance and the Schedule of Basis is attached. The tenderer is requested to submit the Programme in an MSP format converted to PDF.

Sub-criteria	Requirements submitted?	
	Yes	No
1. The tenderer has submitted a programme in Microsoft Project and shows the tenderer's ability to execute the works in less than 8 months but more than 4 months.		
2. The programme has made an allowance for the following:		
i. Starting Date		
ii. Planned Completion/Completion Date		

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

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-06 Pre-qualification Schedule: Safety Management

Tenderer to submit the required information stated under the Sub-criteria section, to ensure Health and Safety compliance in terms of the Scope of work. Due consideration must be given to the deliverables required to execute and complete the contract as stated in the Scope of Service and should include but not be limited to:

Sub-criteria	Requirements submitted?	
	Yes	No
Safety Management requirements which as a minimum includes the following critical elements:		
1. Safety, Health & Environmental Policy signed by the Chief Executive Officer		
2. Outlined the following Roles & Responsibilities: <ul style="list-style-type: none"> - S16.2 CEO, CR8.1 Construction Manager, Health and Safety Manager, CR8.5 Safety Officer, CR8.7 Construction Supervisor, CR9.1 Risk Assessor, 17.1 SHE Reps, as per the Occupational health and safety Act 85 of 1993. 		
3. The Tenderer has submitted a fully completed Health & Safety Cost Breakdown		
4. Generic or Similar Health & Safety Plan		

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

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

TNPA Estimate Health and Safety Cost Breakdown

Tenderer (Company)	Responsible Person	Designation	Date
Project/Tender Title	Project/Tender No.	Project Location / Description	

#	Cost element	Unit Cost (R)	# of Units	Total Cost (R)
1.	Human Resources			
2.	Systems Documentation			
3.	Meetings & Administration			
4.	H&S Training			
5.	PPE & Safety Equipment			
6.	Signage & Barricading			
7.	Workplace Facilities			
8.	Emergency & Rescue Measures			
9.	Hygiene Surveys & Monitoring			
10.	Medical Surveillance			
11.	Safe Transport of Workers			
12.	HazMat Management (e.g., asbestos /silica)			
13.	Substance Abuse Testing (3 kits @R500 pm)			
14.	H&S Reward & Recognition			

Total to be carried forward to BoQ No. 1.19 (R)	
Total Estimate Value (R)	
H&S Cost as % of Tender value	

1. Safe Work Performance									
1A	Injury Experience / Historical Performance – Alberta								
	Use the previous three years injury and illness records to complete the following:								
	Year								
	Number of medical treatment cases								
	Number of restricted workday cases								
	Number of lost time injury cases								
	Number of fatal injuries								
	Total recordable frequency								
	Lost time injury frequency								
	Number of worker manhours								
	Action taken to prevent re-occurrence								
	1	Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician						
	2	Restricted Workday Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties						
	3	Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day						
	4	Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours						
5	Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours							
1B	Workers' Compensation Experience								
	Use the previous three years injury and illness records to complete the following (if applicable):								
	Industry Code:			Industry Classification:					
	Year								
	Industry Rate								
	Contractor Rate								
	% Discount or Surcharge								
	Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)						Yes		No
2. Citations									
2A	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? If yes, provide details:					Yes		No	

2B	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? If yes, provide details:	Yes		No			
3. Citations							
	Does your company have a Certificate of Recognition?				Yes		No
	If yes, what is the	Certificate No:		Issue Date:			
4. Safety Program							
4A	Submit your company written health and safety plan? Submit for provide a copy for review						
4C	Health and safety plan should contain the following elements						
		Yes	No		Yes	No	
	Health and Safety Policy			Competence, Training and Awareness			
	Incident Management, reporting and Investigation			Emergency Preparedness/Response			
	Recordkeeping & Statistics/Manhours Reporting			Hazard Identification and Risk Assessment and Training			
	Reference to Legislation			Permit to Work			
	Site Establishment and Rehabilitation			Safe Work Procedures and Safe operating procedures			
	Roles and Responsibilities			Workplace Inspections			
	Alcohol, Drugs and Other Intoxicating Substances			Occupational Hygiene and Covid19			
	Personal Protective Equipment			Measuring and Monitoring			
	Working at Height			Communication, Participation and Consultation			
	Excavations			Signs and Notices			
4C	Submit your company pocket safety booklet for field distribution?						
5. Training Program							
5A	Attach orientation program for new hire employees? include a course outline. Does it include any of the following:						
		Yes	No		Yes	No	
	General Rules & Regulations			Confined Space Entry			
	Emergency Reporting			Trenching & Excavation			
	Injury Reporting			Signs & Barricades			
	Legislation			Dangerous Holes & Openings			
	Right to Refuse Work			Rigging & Cranes			
	Personal Protective Equipment			Mobile Vehicles			
	Emergency Procedures			Preventative Maintenance			

	Project Safety Committee			Hand & Power Tools		
	Housekeeping			Fire Prevention & Protection		
	Ladders & Scaffolds			Electrical Safety		
	Fall Arrest Standards			Compressed Gas Cylinders		
	Aerial Work Platforms			Weather Extremes		
5B	Submit a program for training newly hired or promoted supervisors? Tenderer must submit an outline for evaluation which include instruction on the following:					
		Yes	No		Yes	No
	Employer Responsibilities			Safety Communication		
	Employee Responsibilities			First Aid/Medical Procedures		
	Due Diligence			New Worker Training		
	Safety Leadership			Environmental Requirements		
	Work Refusals			Hazard Assessment		
	Inspection Processes			Pre-Job Safety Instruction		
	Emergency Procedures			Drug & Alcohol Policy		
	Incident Investigation			Progressive Disciplinary Policy		
	Safe Work Procedures			Safe Work Practices		
	Safety Meetings			Notification Requirements		
6. Safety Activities						
6A	Do you conduct safety inspections?	Yes	No	Weekly	Monthly	Quarterly
	Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution)					
	Who follows up on inspection action items?					
6B	Do you hold site safety meetings for field employees? If Yes, how often?	Yes	No	Daily	Weekly	Biweekly
6C	Do you hold site meetings where safety is addressed with management and field supervisors?	Yes	No	Weekly	Biweekly	Monthly
6D	Is pre-job safety instruction provided before to each new task?	Yes	No			
	Is the process documented?	Yes	No			
	Who leads the discussion?					
6E	Do you have a hazard assessment process?	Yes	No			
	Are hazard assessments documented?	Yes	No			
	If yes, how are hazard assessments communicated and implemented on each project?					
	Who is responsible for leading the hazard assessment process?					
6F	Submit your company policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?					
6G	How does your company measure its H&S success? Attach separate sheet to explain					

7. Safety Stewardship						
7A	Are incident reports and report summaries sent to the following and how often?	Yes	No	Monthly	Quarterly	Annually
	Project/Site Manager					
	Vice President/Managing Director					
	Safety Director/Manager					
	President/Chief Executive Officer					
7B	How are incident records and summaries kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Incidents totalled for the entire company					
	Incidents totalled by project					
	Subtotalled by superintendent					
	Subtotalled by foreman					
7C	How are the costs of individual incidents kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Costs totalled for the entire company					
	Costs totalled by project					
	Subtotalled by superintendent					
	Subtotalled by foreman/general foreman					
7D	Does your company track non-injury incidents?	Yes	No	Monthly	Quarterly	Annually
	Near Miss					
	Property Damage					
	Fire					
	Security					
	Environmental					
8. Personnel						
List key health and safety officers planned for this project. Attach resume (CV and qualification and proof of registration with SACPCMP).						
Name		Position / Title		Designation		
				Category	SACPCMP Number	
9. References						
List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program						
Name and Company		Address		Telephone Number		

2.1.3. Specific Goals



2.1.3 Specific Goals: Valid Evidence of Specific Goals (Preference Claim Form) Requirements Stipulated in SBD6.1

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points. The following Table represents the evidence to be submitted for claiming preference points for applicable specific goals in a particular tender:

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	<ul style="list-style-type: none">Valid B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted)
EME or QSE 51% Black Owned Entities	<ul style="list-style-type: none">Audited Annual FinancialValid B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate

TO THIS SCHEDULE:

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.....
.....

2.1.4. Returnable Schedules: General

T2.2-07: Capacity and Ability to meet Delivery Schedule

Note to tenderers:

The Tenderer is required to demonstrate to the *Employer* that the tenderer has sufficient current and future capacity to carry out the work as detailed in the Works Information and that the tenderer has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;
- Current and future work on his order book, showing quantity and type of equipment;
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on;
- The work as covered in this Works Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.

Index of documentation attached to this schedule:

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T2.2-08: Quality Management

Reference Standard; TNPA-QUAL-REQ-014.1 General Quality Requirements for Contractors and Suppliers.

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard, TNPA-QUAL-REQ-014.1 General Quality Requirements for Contractors and Suppliers as stated above and should include but not be limited to:

1. Project Quality Plan (PQP): MUST cover project scope and be aligned to ISO 9001:2015 requirements. A document that outlines the *Contractor's* strategy, methodology, resources allocation, Quality Assurance and Quality Control coordination activities to ensure that Goods and Services supplied meet or exceed the requirements defined in the *Contract* drawings, codes and standards.
2. Quality Control Plans (QCP): MUST cover all disciplines relevant to the project scope A document outlining specific manufacturing/construction inspection and testing requirements, including responsibilities, test acceptance criteria, nomination of witness and hold points.
3. CV for The Quality Officer on site with relevant and adequate quality qualification and experience. Minimum 3 years of experience in a quality systems environment and relevant experience in similar type Mechanical, Electrical construction projects is required. Minimum qualification is ISO 9001:2015 Certificate in QMS Implementation (NB: Qualification certificates MUST be attached).
4. Quality Data book index MUST cover all disciplines relevant to the project scope including relevant tests and certifications to be provided

T2.2-09: TENDER DECLARATION FORM

NAME OF COMPANY:

We _____ do
hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this TENDER and the requirements requested from tenderers in responding to this TENDER have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: *[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

[Failure to furnish complete and accurate information in this regard may lead to the disqualification of your response and may preclude a Respondent from doing future business with Transnet]

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

6. We accept that any dispute pertaining to this tender will be resolved through Transnet Supply Chain Management (SCM) Complaints and Allegations Office process and will be subject to the Terms of Reference of SCM Complaints and Allegations Office. Transnet Supply Chain SCM Complaints and Allegations Office process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of SCM Complaints and Allegations Office without having to follow a formal court process to have such award or decision set aside.

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

IMPORTANT NOTICE TO RESPONDENTS

- Transnet established the SCM Complaints and Allegations Office to investigate any material complaint in respect of any tenders regardless of the value. Should a Respondent have any material concern regarding a tender process, a complaint may be lodged with Transnet SCM Complaints and Allegations Office for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet SCM Complaints and Allegations Office, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form which will be shared upon receipt of a complaint should be completed and submitted, together with any supporting documentation, to groupscmcomplaints@transnet.net
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.

T2.2-10: Intention to Tender

To be returned within 5 days after receipt

Transnet National Port Authority	TNPA/2025/02/0012/90062/RFP
Attention	Shani Evans
e-mail	tenderenquiriespdu@transnet.net
	Closing Date: 4 August 2025 (16h00)

For: Mechanical Equipment Installation at 06 Toulon Road Building in The Port of Durban

Check

We: Do wish to tender for the work and shall return our tender by **Yes ☐ No ☐**
the due date above

Any clarifications are to be mailed to: tenderenquiriespdu@transnet.net, and all responses will be communicated to all tenderers in writing via e-mail.

Company:

Company address:

Contact:

Phone No:

e-mail Address:

REASON FOR NOT TENDERING:

SIGNATURE: _____

DATE: _____

T2.2-11: 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

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

T2.2-12: 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		

T2.2-13 Letter/s of Good Standing with the Workmen's Compensation Fund

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

- 1.
- 2.
- 3.
- 4.

Name of Company/Members of Joint Venture:

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

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

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

[illegible]

T2.2-15: Proposed Organisation and staffing

Attached submissions to this schedule:

.....

.....

.....

.....

.....

.....

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There is a solid black vertical line along the left edge, creating a margin. The paper appears to be from a notebook or a standard ruled document.

2.1.5. Agreement and Commitment by Tenderer

T2.2-18 DECLARATION OF UNDERSTANDING

PROJECT NAME:		DOCUMENT NO:	
PROJECT NO:		DATE:	
CONTRACTOR:		CONTRACT NO:	

I,

(Name)

(Designation)

(Representing)

Declare that I have read and understood the contents of the Construction Environmental Management SOP (009-TCC-CLO-SUS-TMP-11386) and associated documents for the above mentioned Project and Contract.

I also declare that I understand my responsibilities in terms of enforcing and implementing the Environmental Specifications for the aforementioned Contract.

Signed	Signature	Date
Place		
Witness 1:	Signature	Date
Witness 2:		

T2.2-19 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

- 1.1 Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
 - a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
 - b) Enable Tenderers/Service Providers/Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

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

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

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

- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during

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

- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
 - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering

process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.

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

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

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

a) Human Rights

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

b) Labour

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

c) Environment

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

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts,

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

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

5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- 5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
 - a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;

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

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

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

7 PREVIOUS TRANSGRESSIONS

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

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

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

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
 - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
 - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

- 9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
 - b) must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

10 DISPUTE RESOLUTION

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
 - b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
 - c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
 - d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

11 GENERAL

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

- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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

Signature

Date

T2.2-20: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this TENDER and the requirements requested from tenderers in responding to this TENDER have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below:

[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

[Failure to furnish complete and accurate information in this regard may lead to the disqualification of your response and may preclude a Respondent from doing future business with Transnet]

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

6. We accept that any dispute pertaining to this tender will be resolved through Transnet Supply Chain Management (SCM) Complaints and Allegations Office process and will be subject to the Terms of Reference of SCM Complaints and Allegations Office. Transnet Supply Chain SCM Complaints and Allegations Office process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of SCM Complaints and Allegations Office without having to follow a formal court process to have such award or decision set aside.

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

IMPORTANT NOTICE TO RESPONDENTS

- Transnet established the SCM Complaints and Allegations Office to investigate any material complaint in respect of any tenders regardless of the value. Should a Respondent have any material concern regarding a tender process, a complaint may be lodged with Transnet SCM Complaints and Allegations Office for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet SCM Complaints and Allegations Office, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form which will be shared upon receipt of a complaint should be completed and submitted, together with any supporting documentation, to groupscmcomplaints@transnet.net
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.

T2.2-21: Schedule of Proposed Sub-*contractor*

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

- If the tenderer intends to use sub-consultants' staff for evaluation purposes as one of the Key Persons identified in T2.02 Management and CVs of Key Persons, they may do so provided the sub-consultant's company details are listed and attached to this schedule.
- 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.
- Tenderer to provide B-BBEE Certificates for all proposed sub- *contractor* listed above and attach it to this schedule.
- All agreements between the Main *Contractor* and Sub-*Contractor* must be attached to this schedule.

Provide information of the Sub-contractors below:

Name of Proposed sub- <i>contractor</i>			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 sub- <i>contractor</i>			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 sub- <i>contractor</i>			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 sub- <i>contractor</i>			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"/>

The *Contractor* must engage with the local municipal district/wards business forums business entities within the immediate surroundings of the Site/Working Area to maximise business opportunities to satisfy the above requirements. This is to ensure any possible risk pertaining to local business forums are mitigated by the *Contractor* through demonstrating evidence to local business forums when enquired during the execution of the contract.

If support is required Simon.Malindi@transnet.net can be contacted for assistance with regards to local business forums/companies/communities.

Specialist Sub-*contractor* listed on this list will be taken into consideration when evaluating Previous Experience.

If the tenderer intends to use sub- *contractor's* staff for evaluation purposes as one of the Key Persons identified in T2.2-04 Pre-qualification Schedule: Key Personnel, they may do so provided the sub- consultants company details are listed and attached to this schedule.

If the specialist Sub-*contractors* are not included on this list, together with the agreements between the sub-contractor and Main *Contractor* The Specialist Sub-*consultants'* experiences will not be taken into consideration.

T2.2-22 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.
2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer
5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive Tendering.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;

- d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - f) Tendering with the intention not winning the tender.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this tender relates.
8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-23: 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 TENDER

T2.2-24 : ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

Section 8: The attached SBD6.1 must be completed for each tender and be attached as a requirement.

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

(a) Price;

(b) B-BBEE Status Level of Contribution 1 or 2; and

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

<u>DESCRIPTION</u>	<u>POINTS</u>	<u>POINTS</u>
PRICE	80	90
B-BBEE Status Level of Contributor 1 or 2	05	03
EME or QSE 51% Black Owned Entities	15	07
Non-Compliant and/or B-BBEE Level 3-8 contributors	00	00
Total points for Price and B-BBEE must not exceed	100	100

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	<ul style="list-style-type: none"> Valid B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted)
EME or QSE 51% Black Owned Entities	<ul style="list-style-type: none"> Audited Annual Financial Valid B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate

4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises as issued in terms of the Construction Sector Charter:

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

EME¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard.
------------------------	--

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contribution 1 or 2: . =(maximum of 05 or 03 points)

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

¹ In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

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

(Tick applicable box)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....
- 8.3 Company registration number:.....
- 8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

(f) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

BIDDER'S DISCLOSURE (SBD 4)

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise,

employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

2.2 Do you, or any person connected with the bidder, have a relationship with any person

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

who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

T2.2-25 : Supplier Code of Conduct

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

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

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

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

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

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

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

- Gain an improper advantage.

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

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

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

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

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

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

Signature

T2.2-26 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 (..... 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.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.
- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to

Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.

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

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

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

YES	
-----	--

NO	
----	--

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

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2024

Name: _____

Title: _____

Signature: _____

.....(insert name of Tenderer/Contractor)

Authorised signatory for and on behalf of(insert name of Tenderer/Contractor) who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-27 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

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

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

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website

<https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.

Is the Respondent (Complete with a "Yes" or "No")

A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO	
-------------	--	--------------------------------	--	-----------------------------------	--

List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.

No	Name of Entity/ Business	Role in the Entity /Business (Nature of interest/Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

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

2. SERVICE LEVELS

2.1 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.

2.2 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the

following measures:

a) Random checks on compliance with quality/quantity/specifications

b) On-time delivery

2.3 The Service provider must provide a telephone number for customer service calls.

2.4 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

YES	
-----	--

NO	
----	--

T2.2-28 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

.....
.....

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

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
- 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
- 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
- 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

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

- other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
 - 3.3.1 return all written Confidential Information [including all copies]; and
 - 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

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

Signed

Date

Name

Position

Tenderer

2.1.6. Bonds / Guarantees / Financial / Insurance

T2.2-29: Forecast Rate of Invoicing

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

Index of documentation attached to this schedule:

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

T2.2-30: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor
(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of
tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date

T2.2-31: 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:

.....

.....

.....

.....

.....

.....

.....

.....

Contractor:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Contractor:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Contractor:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 1:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 2:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 3:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 4:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 5:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 6:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 8:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 9:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 10:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

T2.2-32: 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)			

1 April 2025

To Whom It May Concern,

CERTIFICATE OF INSURANCE: TRANSNET (SOC) LIMITED – PRINCIPAL CONTROLLED INSURANCE

In our capacity as Insurance Brokers to the Transnet Group of Companies, we hereby certify that the undermentioned insurances are currently in place:

INSURED:	Transnet (SOC) Limited
PERIOD:	1 April 2025 to 31 March 2026 (Both days inclusive)
DIVISION:	Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals
THE INSURED'S VAT NO:	4720103177
THE INSURED'S COMPANY REGISTRATION NO:	1990/000900/30
POSTAL ADDRESS (Head Office)	Carlton Centre, 150 Commissioner Street, Johannesburg, 2001

CONTRACT WORKS INSURANCE

Cover Provided :	Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.
Insurer :	Mirabilis (Santam Limited)
Policy Number :	MZAR35023-CAR
The Contract Site :	Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.
Territorial Limits :	The Republic of South Africa.
Additional Co-Insureds:	
The Contractor:	All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;
Sub-Contractors:	All Sub-Contractors employed by the Contractor and all other Sub- Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement; transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant

owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;

**Provincial & Government:
Insured Contracts :**

any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract; all for their respective rights and interests.

All Contracts (including any undertaking awarded or commenced prior to Inception of the Period of Insurance) involving design, construction, Performance Testing and Commissioning in respect of the Works and shall Include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **excluding**;

- a) contracts which at award stage have a value in excess of R 1,000,000,000;
- b) contracts with an estimated construction period exceeding 48 months but increasing to 60 months in respect of rail maintenance contracts and Transnet Freight and Rail contracts for logistical support for inline inspections and identification of defects over a 5 year period in respect of Transnet's pipeline assets (excluding Defects Liability/Maintenance period); c) contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured;
- d) contracts in or on any aircraft;
- e) Off-shore contracts;
- f) Wet Risk Contracts which at award exceeds R500,000,000;
- g) Dam Contracts
- h) Tunnel contracts which at award exceeds R50,000,000;
- i) Tunnel contracts using tunnel boring machines;
- j) Underground Mining Contracts;
- k) Horizontal Directional Drilling Contracts which at award exceeds R50,000,000;
- l) Horizontal Directional Drilling Contracts where total drilling exceeds 1 km;
- m) Horizontal Directional Drilling Contracts for pipe diameters greater than 76 cm.

Definitions

1. "Off-shore contracts" means all works and installations in the sea or on the seabed including dredging which are accessible only by ship boat barge or helicopter and do not constitute normal wet works like harbours moles bridges wharves or sewage or cooling water intake or outlet facilities.
- "OffShore Contracts" shall include oilrigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not

apply to pre-fabrication works on land associated with an Off-Shore Contract.

- 2 *"Wet Risk Contracts" shall mean any Contract and/or Works where more than thirty-five (35) percentile of its value is in a permanent body of water or is below the high water mark of any tidal body of water. The term shall include contracts for the construction of wharves, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to on-shore facilities and canal developments. Wet Risks shall exclude Off- Shore Contracts;*
- 3 *"Dam Contracts", which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;*
- 4 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 5 *Tunnels" means Tunnels (Including declines) involving all of the following;*
 - (a) Works below ground level; and
 - (b) Tunnelling machinery below ground level; and
 - (c) A tunnelling crew operating the machinery below ground level;
 - (d) But shall not include Horizontal Directional Drilling Contracts
- 6 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 7 *"Underground Mining Contracts", which shall mean any contract involving underground mining.*

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

- Costs & Expenses - Limited to a maximum of R50,000,000.
- Expediting Measures – Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- Costs & Expenses For Removal Of Debris No Damage - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000

- Public Relationship Costs - Limited to a maximum of R1,000,000. Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000
- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000
- Search & Locate Costs - Limited to a maximum of R20,000,000.
- Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- Escalation during Construction – 30%
- Marine Contribution Clause
- Claim Preparation Costs – Limited to a maximum of R10,000,000

Main Policy Exclusions :

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 10% of the total estimated contract value in the aggregate.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Cyber and Data
- Beneficial Occupation – 12 months
- Risk Mitigation – Safety Measures with Respect to Precipitation, Flood and Inundation – 10 years return period

Deductibles:

In respect of loss or damage:

Major Perils shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious damage, subsidence, collapse, earthquake, testing or commissioning and

Authorised Financial Services Provider
 Registration in South Africa Number 2009/150435/01
 Authorized FSP Licence Number 44889

the consequences of defective design, specification, materials or workmanship (DE4).

Minor Perils shall mean damage caused by a peril not defined as Major Perils defined above.

Contracts with a contract value :	Major perils	Minor perils
0 to R100,000,000 R25,000	R15,000	R100,000,001 to
R250,000,000 R50,000	R15,000	
R250,000,001 to R500,000,000	R100,000	R25,000
R500,000,001 to R1,000,000,000	R150,000	R25,000

Minimum wet risk deductible of R100,000 per occurrence to apply.

Electrical Cables, Wiring and Accessories 10% of claim minimum R100,000

LEG 3 Deductible (Only in respect of Mechanical and Electrical contracts);

Contracts with a contract value	Deductible
0 to R500,000,000	R1,000,000 per occurrence
R500,000,001 to R1,000,000,000	R1,500,000 per occurrence

PUBLIC LIABILITY

Cover Provided :

Contract Works Public Liability – cover the Insured's legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132335

Territorial Limits :

The Republic of South Africa.

Insured Contracts:

All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding:**

- Contracts which at award stage have a value in excess of R 1,000,000,000.
- Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period).

- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.

- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Policy Limits:

Contractors Public Liability	R100,000,000 any one occurrence / unlimited during the Period of Insurance
Contractors Negligent Removal or weakening of Support	R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance.
Statutory Legal Defence Costs	*R5 000 000 in the aggregate during the Period of Insurance.
Arrest / Assault / Defamation	*R5 000 000 in the aggregate during the Period of Insurance.
Prevention of Access	*R5 000 000 in the aggregate during the Period of Insurance.
Trespass / Nuisance	*R5 000 000 in the aggregate during the Period of Insurance.
Claims Preparation Costs	R5 000 000 any one occurrence

*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductible(s) : R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and Accidental Pollution and/or Goods on the Hook and/or R150,000 in respect of Developers Removal of Support.

General Policy Exclusions :

The policy does not cover:-

- deliberate, conscious and intentional disregard to take reasonable precautions. ☐ fines, penalties, punitive and exemplary damages.
- Pollution unless caused by a sudden, unintended and unexpected occurrence.
- cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence.
- the hazardous nature of asbestos.
- War And Terrorism Risks.
- Nuclear Risks.
- Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities
- Compulsory Insurance
- Loss or damage and any consequence therefrom to any Data. •
- Sanctions Exclusion ☐ Grid Failure

PROFESSIONAL INDEMNITY

Cover Provided :

Professional Indemnity

- a) In respect of damages which the Insured shall become legally liable to pay in consequence of neglect, error or omission by or on behalf of the Insured in the conduct or execution of their Professional Activities and Duties as defined.
- b) Prior To Handover/Rectification - against loss arising out of any defect in the works discovered prior to the issue of any practical completion or take-over certificate provided that any such defects are caused by a negligent breach of a Professional Activity or Duty by the Insured in consequence of neglect, error or omission by or on behalf of the Insured.

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132337

Jurisdiction :

Worldwide excluding North America

Insured Contracts: All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, **Authorized Financial Services Provider**
Registration in South Africa Number 2013/150155/07
Authorized FSP Licence Number 44889

retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding**:

- a) Contracts which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.
- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Limit Of Indemnity:

Professional Indemnity - *R100,000,000 in the aggregate during the policy period of insurance.

*Where the limit is noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Policy Extension Limits Of Indemnity:

Claims Preparation Costs - *R7,500,000 in the aggregate during the policy period of insurance.

Loss of Documents - *R2,000,000 in the aggregate during the policy period of insurance.

Statutory Defence Costs - *R5,000,000 in the aggregate during the policy period of insurance.

Defamation - *R5,000,000 in the aggregate during the policy period of insurance.

Infringement of Copyright - *R5,000,000 in the aggregate during the policy period of insurance.

*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductibles:

R5,000,000 each and every but R10,000 in respect of Claims Preparation Costs, Loss of Documents, Statutory Defence Costs, Defamation and Infringement Of Copyright.

Policy Special Conditions :

Condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable.

Prior to hand over/rectification – the insured must give prior written notice to the Insurers of the intention to take remedial action to rectify such defect and obtain the Insurers' written agreement to such action being taken and the costs and expenses expected to be expended.

Policy Main Exclusions:

- Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- Excludes Supervision.
- Excludes liability arising out of environmental impairment / pollution
- Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other noncompensating damages of any kind.
- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.
- Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.
- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion
- Grid Failure

Maksure Place, Waterfall Point
Cnr Waterfall & Woodmead Drive
Waterfall City, 2090
Johannesburg South Africa
Tel +27 11 805 0086
Fax 086 762 7356
Email info@maksure.co.za
Web www.maksure.co.za



This certificate of the insurance cover arranged is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies issued by Insurers.

Langa Sigodi

A handwritten signature in black ink, consisting of a long horizontal stroke followed by a loop and a short vertical stroke.

Account Executive: Corporate and Global Markets

Authorised Financial Services Provider

Registration in South Africa Number 2013/150155/07
Authorized FSP Licence Number 44889

2.1.7. Transnet Vendor Registration Form

T2.2-33 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.cipic.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 xxxxxxxx):	
-----------------------------	--

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
	Education al Institution	Specialise d 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

	Education al Institution	Specialise d 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:

- 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

YES ☐ NO ☐

<p>criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes.</p> <p>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.</p>	
<p>FIRST TIME SUPPLIER</p> <p>A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1st time.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>SUPPLIER DEVELOPMENT PLAN</p> <p>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.).</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>DEVELOPMENT PLAN DOCUMENT</p> <p>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.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p> <p>*If Yes- Attach supporting documents</p>
<p>ENTERPRISE DEVELOPMENT BENEFICIARY</p> <p>A supplier that is not as yet in our value chain that we are assisting in their developmental area.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>SUPPLIER DEVELOPMENT BENEFICIARY</p> <p>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.)</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>GRADUATION FROM ED TO SD BENEFICIARY</p>	

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;</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 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 (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
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 means 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 using the flow-through principle 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 Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of (DD/MM/YYYY), 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 level)	
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

Date:

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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.		

The Contract

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

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:

Description of Services: Mechanical Equipment Installation at 06 Toulon Road Building in The Port of Durban.

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:**

Name &
signature of
witness

.....
Date

Tenderer's CIDB registration number:

--

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s) _____

Name(s) _____

Capacity _____

for the
Employer
Transnet SOC Ltd
Transnet National Ports Authority
Queens Warehouse
237 Mahatma Gandhi Road
Durban
4001

Transnet SOC Ltd
Transnet National Ports Authority
Queens Warehouse
237 Mahatma Gandhi Road
Durban
4000

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:

Signature(s) _____
Name(s) _____

Capacity _____

for the
Employer

Name &
signature of
witness

Date _____

For the *Employer*

**Transnet SOC Ltd
Transnet National Ports Authority
Queens Warehouse
237 Mahatma Gandhi Road
Durban
4000**

C1.2 Contract Data (Parts 1 & 2)

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		B: Priced contract with Bill of Quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X7 Delay damages
		X13 Performance Bond
		X16 Retention
		X18 Limitation of liability
		Z Additional conditions of contract

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

10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority Transnet SOC Ltd Queens Warehouse 237 Mahatma Gandhi Road 1ST Floor Durban 4000
10.1	The <i>Project Manager</i> is: (Name)	T.B.A.
	Address	Queens Warehouse 237 Mahatma Gandhi Road 1ST Floor Durban
	Tel	T.B.A.
	e-mail	T.B.A.
10.1	The <i>Supervisor</i> is: (Name)	T.B.A.
	Address	Queens Warehouse 237 Mahatma Gandhi Road 1ST Floor Durban
	Tel No.	T.B.A.
	e-mail	T.B.A.
11.2(13)	The <i>works</i> are	Mechanical Equipment Installation at 06 Toulon Road Building in The Port of Durban

11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> ➤ Working in close proximity to operations. ➤ Traffic Congestion. ➤ Unforeseen damage to existing unknown underground services. 	
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1. Description of the Site and its surroundings"	
11.2(16)	The Site Information is in	Part C4	
11.2(19)	The Works Information is in	Part C3	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	Two (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	6 months	
30.1	The <i>access dates</i> are	Part of the Site 1 Clothing Store	Date 3 November 2025
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	Two (2) weeks of the Contract Date.	
31.2	The <i>starting date</i> is	3 November 2025 (provisional date, to be updated on award)	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Two (2) weeks.	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
4	Testing and Defects		
42.2	The <i>defects date</i> is	Fifty-Two (52) weeks after Completion of the whole of the <i>works</i>.	

43.2	The <i>defect correction period</i> is	Two (2) weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) 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 Rand Merchant Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm)
		the number of days with rainfall more than 10 mm
		the number of days with minimum air temperature less than 0 degrees Celsius
		the number of days with snow lying at 08:00 hours South African Time.
	The place where weather is to be recorded (on the Site) is:	The <i>Contractor's</i> Site establishment area
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	Durban Weather Station
	and which are available from:	South African Weather Service 012 367 6023 or info3@weathersa.co.za.
7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None

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."
<p>84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is</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> <ol style="list-style-type: none"> 1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the <i>Employer</i> that such plant & materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site. 3 Should the <i>Employer</i> have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the <i>Contractor's</i> policies of insurance as well as those of any sub-contractor

4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.

5 The insurance coverage referred to in 1, 2, 3 and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.

84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is

Whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.

84.2 The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:

Principal Controlled Insurance policy for Contract

9 Termination

There is no additional Contract Data required for this section of the *conditions of contract*.

10	Data for main Option clause	
B	Priced contract with Bill of Quantities	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: 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, Kwa-Zulu Natal, South Africa
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	Nine Thousand Rand (R9 000) per day

X13	Performance bond	
X13.1	The amount of the performance bond is	Five percent (5%) of the total of the Prices including VAT.
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage is	Ten percent (10%) 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	Five (5) years after Completion of the whole of the <i>works</i>

Z	<i>Additional conditions of contract are:</i>
Z1	Obligations in respect of Subcontracting
Z1.1	The <i>Contractor's</i> Subcontracting percentage as detailed in the tender submission Returnable T2.2-21 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the <i>Contractor</i> has failed in full to meet the material term of the contract, which may constitute a reason for termination.
Z1.2	The <i>Contractor</i> shall report to the <i>Employer</i> on a monthly basis during the term of the Contract, the amounts spent on each sub-contractor.
Z1.3	Insert addition to Clause 26.2. The <i>Contractor</i> may not replace any sub-contractor without acceptance of the <i>Project Manager</i> . The <i>Project Manager</i> shall before acceptance of a replacement by the <i>Contractor</i> of any sub-contractor as detailed in the tender submission Returnable T2.2-21, obtain representations or input from the initial sub-contractor to make an informed decision as to the proposed replacement. The sub-contracting arrangement/contract remains between the <i>Contractor</i> and sub-contractor.

Z2	Additional clause relating to Performance Bonds and/or Guarantees
Z2.1	The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i> .
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	<p>Insert the additional core clause 27.5</p> <p>27.5. In the instance that the <i>Contractor</i> is a joint venture, the <i>Contractor</i> shall provide the <i>Employer</i> with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date. The Joint Venture agreement shall contain but not be limited to the following:</p> <ul style="list-style-type: none"> • A brief description of the Contract and the Deliverables;

Z4.1

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

Z4.2		Insert additional core clause 27.6
		27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.
Z5	Additional obligations in respect of Termination	
Z5.1		<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
Z5.2	Termination Table	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p> <p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>
Z6	Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA	
Z6.1		The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations:

Z6.1

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.

Z8 Transfer of rights

The *Employer* owns the *Contractor's* rights over material, including but not limited to design and documentation, prepared for this contract by the *Contractor* except as stated otherwise in the Works Information. The *Contractor* obtains other rights for the *Employer* as stated in the Works Information and obtains from a Sub-*Contractor* or third party equivalent rights for the *Employer* of the material prepared by the Sub-*Contractor*. The *Contractor* provides to the *Employer* the documents which transfer these rights to the *Employer* at no costs to the *Employer*.

Z9 The first *assessment interval*

Z9.1 In the event that the *Contractor* is not loaded on the vendor data base, the *Project Manager's* first assessment of the amount due will be done once the *Contractor* has been successfully loaded as a vendor on the *Employers* data base following submitting all valid updated documents to the Procurement officer. Therefore, on NEC ECC Clause 50.1 the following text is removed in its entirety "and is no later than the *assessment interval* after the *starting date*"

Z10 Additional Clause Relating to the *Employer's* rights to take appropriate action

Z10.1 The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to:

Z10.1.1 Any declared, exposed or confirmed tender rigging.

The *Consultant* further undertakes:
not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract.

Z10.1.2

To comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the Employer is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

Z10.1.3

The *Consultant's* breach of this clause constitutes grounds for terminating the *Consultant's* obligation to Provide the Services or taking any other action as appropriate against the *Consultant* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

Z10.1.4

If the *Consultant* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract forthwith and take any other action as appropriate against the *Consultant* (including civil or criminal action).

Z10.2	<p>The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:</p> <p>Politically Exposed Persons including any allegations with regards to State Capture.</p>
Z10.3	<p>The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:</p> <p>Blacklisting by any State Entity on the National Treasury database.</p>
Z11	Time
Z11.1	<p><i>Clause 33.2. is added as an additional clause.</i></p> <p>The <i>Employer</i> may at any time suspend part or all of the <i>services</i>. As a consequence, if the <i>Contractor</i> is required to demobilise and then remobilise its staff and equipment, the <i>Contractor</i> will be reimbursed at cost. The <i>Contractor</i> will be required to reduce and mitigate all its costs during the period of suspension and will be entitled to compensation only to the extent that it can demonstrate it has incurred costs which were not capable of being mitigated.</p>
Z12	Compensation Events
Z12.1	<p>Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the <i>Contractor</i>.</p>

Z13	Limitation of liability
Z13.1	<p>Add to core clause 82.1 and X18</p> <p>For the avoidance of doubt the parties expressly agree that the total liability of the <i>Contractor</i> to the <i>Employer</i> applies jointly and severally across all organisations comprising of the <i>Contractor</i>.</p>
Z14	Additional clauses relating to cession of rights
Z14.1	<p>The <i>Contractor</i> shall not cede any rights under this contract without the approval of the <i>Employer</i>.</p>
Z14.2	<p>The <i>Employer</i> may on written notice to the <i>Contractor</i> cede and assign its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the <i>Employer</i>.</p>
Z15	Additional clauses relating to interpretation of the law
Z15.1	<p>Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the <i>Employers' Agent</i> or <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an Estoppel or Lien, unless the Parties agree otherwise and confirm such an agreement in writing.</p>

Z16 ***Employer's Step-in rights***

Z16.1

If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within two (2) weeks of the notification of the default by the *Project Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any sub-consultant or Supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*.

Z16.2

The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with any subsequent *works*) and generally does all things required by the *Project Manager* to achieve this end.

Z1 ***Contractor's Responsibility for the Design***

The *Contractor* reviews the fire-protection Concept Design annexed to the Scope, verifies its compliance with the latest ASIB Rules, relevant SANS standards and statutory requirements, and develops it into fully coordinated detailed design drawings, calculations and specifications.

From the starting date the Concept Design becomes the *Contractor's* design: the *Contractor* assumes full professional liability for its adequacy, safety, fitness for purpose and constructability, and for every amendment made during the Works. No change that alters the functional intent of the Concept Design may be made without the *Project Manager's* prior acceptance. All design deliverables, revisions and as-built drawings are prepared, checked and signed by an ECSA-registered Professional Engineer, who issues SANS Form 2 before construction and Form 4 at Completion and discharges the duties of "Designer" under Regulation 6 of the Construction Regulations (OHS Act 85 of 1993).

The *Contractor* provides all services equivalent to ECSA Stage 5, maintains the required professional-indemnity insurance for the period stated in the Contract Data, and remains responsible for the design notwithstanding any acceptance by the *Project Manager*; failure to accept these obligations constitutes a breach of contract.

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 Contract Data Part Two.
11.2(14)	The following matters will be included in the Risk Register	
B	Priced contract with bill of quantities	
11.2(21)	The <i>bill of quantities</i> is in	PART 2: PRICING DATA, C2.2 the Bill of Quantities
11.2(31)	The tendered total of the Prices is	R.....(in figures)(in words), excluding VAT
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>
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	Wet Rate
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee	Hourly rate	
	ECSCA Gazetted Designated Rates Category A - D			
62 in SSCC	The percentage for design overheads is	%		
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			
			
			
			
			

C1.3 Form of Guarantee

C1.3 Forms of Securities

Pro forma Performance Guarantee

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

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

Option X13: Performance bond

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

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

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

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

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

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

Transnet SOC Ltd
C/o Transnet National Ports Authority
Transnet Corporate Centre
138 Eloff Street
Braamfontein
Johannesburg
2000

Date:

Dear Sirs,

Performance Bond for Contract No. TNPA/2025/02/0012/90062/RFP

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

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

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

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

I/We the undersigned

on behalf of the
Guarantor

of physical address

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

1. The terms *Employer*, *Contractor*, *Project Manager*, *works* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor

shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.

4. This bond will lapse on the earlier of

- the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
- the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.

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

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

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

(say)

R _____



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

Signed _____ on _____ day of _____ 2024
at _____ this _____

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

APPROVED GUARANTEE ISSUERS

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

ABN AMRO Bank N.V.
 BANCO BILBAO VIZCAYA ARGENTARIA S.A
 Coöperative Rabobank U.A.
 CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK
 DANSKE BANK
 INDUSTRIAL DEVELOPMENT CORPORATION
 ING Bank N.V.
 KBC BANK
 LANDESBANK BADEN-WUERTEMBERG
 MIZUHO BANK, LTD
 NATIONAL AUSTRALIA BANK LIMITED
 SKANDINAVISKA ENSKILDA BANKEN
 SUMITOMO MITSUI BANKING CORPORATION
 SVENSKA HANDELSBANKEN AB

AIG SOUTH AFRICA
 CONSTANTIA INSURANCE LTD
 CREDIT GUARANTEE INSURANCE CORPORATION
 GUARDRISK INSURANCE
 HOLLARD INSURANCE COMPANY
 INFINITY INSURANCE
 LOMBARD INSURANCE GROUP
 MUTUAL & FEDERAL
 RENASA INSURANCE COMPANY
 SANTAM
 BRYTE INSURANCE COMPANY LTD
 ZURICH INSURANCE PLC

Part C2: Pricing Data – Option B

Part C2: Pricing Data

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions for Bill of Quantities	4
C2.2	Bill of Quantities	7

C2.1 Pricing Instructions

C2.1 Pricing instructions: Option B

1. The *conditions of contract*

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

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

Identified	11	
and defined	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.
terms		(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 and a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed except the Preliminary and General Items. <p>Completed work is work without Defects which would either delay or be covered by immediately following work.</p> <p>(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.</p>

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

1.2 Function of the Bill of Quantities

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

1.3 Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (April 2013) 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 bills of quantities. On the other hand, because ECC3 caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement may have been used.

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

2 Measurement and Payment

2.2 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	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 The Preliminary and General Items (Section 1) shall be priced in accordance with the 'Scope of Work' and other contractual obligations required to complete the work. Fixed preliminary items will be evaluated and paid on a proven cost basis and limited to the tendered amount. Time related preliminary items will be paid on the proportion of the following:

- Value of the price for work done to date per the *Project Managers* assessment (excluding activities directly relating to materials, escalation & compensation events) over the contract value excluding preliminaries cost.

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

2.2.3 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.

2.2.4 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.

2.2.5 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.

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

2.2.7 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.

2.2.8 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.

2.2.9 The price against each item shall be deemed to take cognizance of the preambles and supplementary preambles within the boq, works information and all other documentation attached to the tender document.

C2.2 Bill of Quantities

TRANSNET NATIONAL PORTS AUTHORITY					
TENDER NUMBER: TNPA/2025/02/0012/90062/RFP					
MECHANICAL EQUIPMENT INSTALLATION AT 06 TOULON ROAD BUILDING IN THE PORT OF DURBAN					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A.	SECTION: 1 PRELIMINARIES AND GENERAL				
	<u>Fixed Preliminary Items</u>				
1	Contractual requirements, sureties & insurance	Sum	1	R	R
	<u>Establishment of facilities on site</u>				
2	Offices for Engineer & staff and notice board	Sum	1	R	R
	<u>Facilities for the Contractor</u>				
3	Offices & storage sheds	Sum	1	R	R
4	Ablution & latrine facilities	Sum	1	R	R
5	Tools & equipment	Sum	1	R	R
6	Water supplies, electric power & communications	Sum	1	R	R
7	Plant	Sum	1	R	R
	<u>Other fixed-charge obligations</u>				
8	Health and safety	Sum	1	R	R
9	Environmental	Sum	1	R	R
10	Setting out	Sum	1	R	R
11	Security	Sum	1	R	R
12	Dealing with traffic	Sum	1	R	R
13	As-built surveys	Sum	1	R	R
14	Removal of site establishment	Sum	1	R	R
	<u>Time Related Preliminary Items</u>				
15	Time related obligations	Sum	1	R	R
	<u>Other Fixed Charges /Obligations</u>				
16	Cost for the design fee for the design and supervision of the complete works including the submission of drawings	Sum	1	R	R
	<u>Design Related Items</u>				
17	Confirmation of Design of the sprinkler and fire detection systems (including all supports and bases and plinths) in line with the latest ASIB and SANS rules. The sprinkler pipework system shall be modeled on the approved sprinkler design software (Canute or similar approved) and shall be submitted together with detailed calculations including the tank sizing and pump sizing calculations to the Employer for Approval. All plant shall be selected in line with the technical specifications and submitted for approval including the detailed technical specifications. The Engineer shall prepare detailed design drawings and Builders work layouts in accordance with co-ordinated Architectural, Structural & Service layouts (in PDF and DWG format). The ECSA registered professional engineer shall sign off all drawings, specifications and commissioning data.	Sum	1	R	R
18	All design drawings and model shall be submitted to ASIB for design approval prior to construction. The Contractor shall price for this and allow for this in the schedule.	Sum	1	R	R
19	The contractor shall allow for ASIB inspection and approval of the works on completion. Should there be any defects the contractor shall be liable for the correction of such and any subsequent inspections necessary to achieve ASIB approval	Sum	1	R	R
	Carried forward				R

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward				R
20	Allow for testing and commissioning, including FAT, SAT and pressure testing, the whole of the Mechanical Installation as laid down in the specification and for re-testing as may be required after the making good of all defective work to the satisfaction of the Design Engineer and the Employer.	Sum	1	R	R
21	Provision of Operating and Maintenance Manuals as per the Technical Specification.	Sum	1	R	R
22	Provision of as-built drawings in PDF, DWG and REVIT format	Sum	1	R	R
23	Training of Employers staff in maintenance and operation of the systems	Sum	1	R	R
24	Provision of Certificate of Compliance for electrical installation issued by the installation electrician registered with department of Labour	Sum	1	R	R
CARRIED TO SUMMARY					R

TRANSNET NATIONAL PORTS AUTHORITY					
TENDER NUMBER: TNPA/2025/02/0012/90062/RFP					
MECHANICAL EQUIPMENT INSTALLATION AT 06 TOULON ROAD BUILDING IN THE PORT OF DURBAN					
ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
	<u>SECTION: 2 : Fire Protection</u>				
	<u>EXTRA OVER MILD STEEL FITTINGS</u>				
1	25, 90 Degree Threaded Elbow	No.	8	R	R
2	90mm Flange Adaptor	No.	2	R	R
3	25mm Flange Adaptor	No.	4	R	R
4	90mm, 90 Degree Elbow Flanged	No.	6	R	R
5	75mm, 90 Degree Elbow Flanged	No.	4	R	R
	<u>Supply, deliver, install and commission as per specification the following Fire Water Pump unit sets complete with all auxiliary fittings :</u>				
6	1 x 125-315 End Suction Centrifugal Pump with bronze/ stainless steel impeller, bronze / stainless steel wear rings and mechanical shaft seal direct diesel engine with heat exchanger cooling all mounted on a fabricated and painted mild steel channel base plate to independantly tested as per the technical specification and the ASIB rules, certificate to be provided, Employer to witness testing, dual battery sets, 6hour fuel tank and including the 6-hour ASIB works test. Exhaust supplied is 2m straight pipe. Unit to operate at 1800RPM with the pump absorbing 59.85kW at the duty flow and the engine rated for 80kW continuous sea level.	Set	2	R	R
7	ASIB approved Vertical Multistage Centrifugal Pump Unit complete with 1.12kW, 400Volt, 3-Phase electric Motor all to ASIB specifications.	Set	1	R	R
8	3 Tier AutoStart with all pressure switches and gauges. Alarm panels, controls and all field wiring.	Set	1	R	R
9	Electrical installation within the confines of the pump house with cable runs not exceeding 6m between pumps and panels supplied. Shall include Deisel engine driven pumps control panels including all componenets required to ensure proper operation as per ASIB requirements; Jockey pumps control panels including all componenets required to ensure proper operation as per ASIB requirements; Electrical and controls wires, cables, circuit breakers, switches, fuses and all other components required for a complete installation; Earthing of all all exposed metalwork; Cable rack for all electrical routing; Annunciator and repeater panels together and all other components required for a complete installation and Sirens, Alarm bells, beacons and all other components required for a complete system	Set	1	R	R
10	Suction and delivery manifold pipework including reducers, gate valves and non-return valves.	Set	1	R	R
11	Gerand 4 Direct reading flow meter	Set	1	R	R
12	<u>EXTRA OVER CLASS 16 HDPE PIPING & FITTINGS</u> 75mm Pipe laid and including trenches not exceeding 800m deep.	m	680	R	R
13	25mm Pipe laid and including trenches not exceeding 800m deep.	m	20	R	R
14	90mm-75mm Reducing TEE (Flanged)	No.	2	R	R
15	75mm Non Return Valve	No.	1	R	R
16	75mm Adaptor Flange (for Booster Connection)	No.	1	R	R
17	75mm Adaptor Flange (for fire hydrants)	No.	2	R	R
18	25mm Adaptor Flange (for FHR lines)	No.	2	R	R
19	25mm , 90 Degree Elbow	No.	4	R	R
20	75mm , 90 Degree Elbow	No.	2	R	R
	Carried forward				R

TRANSNET NATIONAL PORTS AUTHORITY					
TENDER NUMBER: TNPA/2025/02/0012/90062/RFP					
MECHANICAL EQUIPMENT INSTALLATION AT 06 TOULON ROAD BUILDING IN THE PORT OF DURBAN					
ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
	Brought forward				R
	<u>WATER SUPPLIES</u>				
	Black Mild Steel piping				
21	25mm Pipes	m	825	R	R
22	32mm Pipes	m	340	R	R
23	40mm Pipes	m	90	R	R
24	100mm Pipes	m	160	R	R
25	50 mm pipe	m	80	R	R
26	Black Mild Steel Fittings				
27	25mm Elbow (threaded)	No.	20	R	R
28	25mm steel Union	No.	3	R	R
29	32mm Elbow (threaded)	No.	20	R	R
30	32mm steel Union	No.	3	R	R
31	40mm Elbow (threaded)	No.	20	R	R
32	40mm steel Union	No.	36	R	R
	<u>Supply, deliver and install all Fire appliances and piping with complete with all auxiliary fittings :</u>				
33	Hose reel complete with 30m rubber hose, chromium plated stopcock, shut-off nozzle and wall bracket, bolted to wall.	No.	4	R	R
34	4.5kg DCP fire extinguisher on and including backing board and brackets, plugged and screwed to wall. Carried forward	No.	16	R	R
35	Brought forward				
36	Fire Hydrant	No.	3	R	R
37	Twin-Booster Connection	No.	1	R	R
	<u>Infrastructure</u>				
38	LED Directional Signage (With Back-up Power)	Sum	1	R	R
39	Sectionalised steel panel water tank complete with 2 vortex inhibitors, 2 off ASIB compliant 750x750 manholes and handrailing, 2 off catladders (to ground level) with locable access hatches. HDG Water Storage Tank 522kL (462kL Effective - ASIB). Size L9,7m x W 10,98m x H 4,88m with a divisional wall across the width. The tank shall be manufactured from 1220x1220mm hot dipped galvanised steel panels (SANS 121 compliant) and shall include all stays, rubber gaskets, sealants, bolts and nuts required for a complete watertight tank. The roof shall be heavy duty galvanised steel roof panels. Tanks shall be supplied with internal ladders as well. Tanks shall be supplied with one level indicator per compartment. Pipe connection points shall be welded to the tank plates as per the positions specified in the detailed design. The tanks shall be painted with a C5 marine coating to ensure corrosion protection due to the harsh port environment. Shall include all Gauges, level measuring devices (content gauge), overflow pipes, flow control valves for automatic refilling and all other fittings required for the complete installation and operation	Sum	1	R	R
40	Photo illuminated Fire Signage, including all other signage to comply with ASIB and SANS requirements.	Sum	1	R	R
41	Civil Works and foundation for Fire Water Tank	Sum	1	R	R
42	35mm Fire Sprinkler Heads, (approvals: FM, UL and VdS)	No.	282	R	R
	Carried forward				R


TRANSNET NATIONAL PORTS AUTHORITY					
TENDER NUMBER: TNPA/2025/02/0012/90062/RFP					
MECHANICAL EQUIPMENT INSTALLATION AT 06 TOULON ROAD BUILDING IN THE PORT OF DURBAN					
ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
	Brought forward				R
43	Supply and install all lifting equipment (lifting beam, crawlers, chain blocks, etc) needd for pump maintenance or similar	Sum	1	R	R
44	Supply and Installation of all supports, brackets and fixing for pipework and plant	sum	1	R	R
45	Painting of all pipework and plant to comply with the technical specifications, SANS codes and ASIB requirements.	sum	1	R	R
46	Installation control valve arrangement with control valve bypass and water proving test arrangement including all isolating valves, alarm valves, water motor alarm, pressure gauges, flow switches (connected to main fire control panel in the building) and all other components required for a complete instalaltion	sum	1	R	R
47	Pump proving test arrangement including flow testing apparatus, pressure gauges, isolating valves and all other componenets required for a complete installation	sum	1	R	R
48	Additional stock of replacement sprinkler heads as per ASIB requirements including sprinler spanner, pipe wrench.	sum	1	R	R
49	Block plans to be developed and positioned at the ICVs	sum	1	R	R
CARRIED TO SUMMARY					R

MECHANICAL EQUIPMENT INSTALLATION AT 06 TOULON ROAD BUILDING IN THE PORT OF DURBAN

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
1	SECTION: 3 : Fire Detection				
1.1	<u>Panel Addressable Control Panel</u>				
	b) Supply	No.	1	R	R
	c) Install	No.	1	R	R
1.2	<u>THERMAL/Heat Sensor</u>				
	b) Supply	No.	1	R	R
	c) Install	No.	1	R	R
1.2	<u>XP95 Optical Smoke Detector</u>				
	b) Supply	No.	28	R	R
	c) Install	No.	28	R	R
1.3	<u>Sensor Bases</u>				
	b) Supply	No.	29	R	R
	c) Install	No.	29	R	R
1.4	<u>Discovery MCP</u>				
	b) Supply	No.	5	R	R
	c) Install	No.	5	R	R
1.5	<u>Flaps</u>				
	b) Supply	No.	5	R	R
	c) Install	No.	5	R	R
1.6	<u>XP95 Open-Area Sounder Beacon Red</u>				
	b) Supply	No.	5	R	R
	c) Install	No.	5	R	R
1.7	<u>XP95 Input/Output Unit</u>				
	b) Supply	No.	2	R	R
	c) Install	No.	2	R	R
1.8	<u>XP95 Mains Switching Input/Output</u>				
	a) Supply	No.	2	R	R
	b) Install	No.	2	R	R
1.9	<u>Optical Beam Detector 7-70 metres</u>				
	a) Supply	No.	2	R	R
	b) Install	No.	2	R	R
1.10	<u>70 to 140m Range Kit for Beam Detector</u>				
	a) Supply	No.	4	R	R
	b) Install	No.	4	R	R
1.11	<u>2amp PSU</u>				
	a) Supply	No.	4	R	R
	b) Install	No.	4	R	R
1.12	<u>PH30 Fire Cable</u>				
	a) Supply	m	3000	R	R
	b) Install	m	3000	R	R
1.13	<u>PVC Conduit - 20mm</u>				
	a) Supply	m	500	R	R
	b) Install	m	500	R	R
1.14	<u>250MM Cantilever</u>				
	a) Supply	No.	4	R	R
	b) Install	No.	4	R	R
1.15	<u>12v Battery</u>				
	a) Supply	No.	6	R	R
	b) Install	No.	6	R	R
1.16	Project Management & Admin	Sum	1	R	R
1.17	As Built Drawing	Sum	3	R	R
1.18	Product Manual	Sum	3	R	R
1.19	Health & Safety Cost	Sum	1	R	R
1.20	12 Month Maintenance Warrantee	Sum	1	R	R
1.21	Sundries & consumables	Sum	1	R	R
	Carried forward				R

TRANSNET NATIONAL PORTS AUTHORITY					
TENDER NUMBER: TNPA/2025/02/0012/90062/RFP					
MECHANICAL EQUIPMENT INSTALLATION AT 06 TOULON ROAD BUILDING IN THE PORT OF DURBAN					
ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
	Brought forward				R
1.22	Provision for the fire detection system to be interlocked with the sprinkler system	Sum	1	R	R
1.23	Make provision for fire detection to link to HVAC and sprinkler system	Sum	1	R	R
1.24	Guarantee and maintenance for the complete installation of mechanical equipment and systems including materials and workmanship for a period of TWELVE MONTHS after date of completion.	Sum	1	R	R
1.25	<u>Removal of Waste</u> Tenderer to allow for all costs associated with cleaning the site of all rubbish and waste caused by this contract	Sum	1	R	R
1.26	<u>Commissioning and Testing</u> Allow for testing and commissioning the entire Mechanical Installation as laid down in the specification as well as in compliance to the Plant manufacturer and for re-testing as may be required after the making good of all defective work to the satisfaction of the Employer's Engineer.	Sum	1	R	R
CARRIED TO SUMMARY					R

TRANSNET NATIONAL PORTS AUTHORITY					
TENDER NUMBER: TNPA/2025/02/0012/90062/RFP					
MECHANICAL EQUIPMENT INSTALLATION AT 06 TOULON ROAD BUILDING IN THE PORT OF DURBAN					
ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
	SECTION NO. 4 : Provisional Sums PREAMBLES The Contractor is Referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill SUPPLEMENTARY PREAMBLES <u>General</u> Work for which budgetary allowances are provided and will be measured in accordance with the contract at rates (based on defined cost) agreed in terms of the contract following Project Managers Instruction (PMI) being issued. Payment of items will only be enforced once work is complete and Defect Free. BUDGETARY ALLOWANCES				
1	Provide the sum of R 750,000.00 for carpentry and joinery work	Item	1		R 750,000.00
2	Provide the sum of R 50,000.00 for PPE packing shelves	Item	1		R 50,000.00
3	Provide the sum of R 600,000.00 for changes due to design verification	Item	1		R 600,000.00
CARRIED TO SUMMARY					R 1,400,000.00

TRANSNET NATIONAL PORTS AUTHORITY			
TENDER NUMBER: TNPA/2025/02/0012/90062/RFP			
MECHANICAL EQUIPMENT INSTALLATION AT 06 TOULON ROAD BUILDING IN THE PORT OF DURBAN			
ITEM	DESCRIPTION	TOTAL PRICE	
	<u>SUMMARY SECTION</u>	<u>AMOUNT</u>	
1	PRELIMINARIES AND GENERALS	R	
2	FIRE PROTECTION SERVICES	R	
3	FIRE DETECTION	R	
4	PROVISIONAL SUMS (Ref Page 9)	R 1,400,000.00	
OFFERED TOTAL OF THE PRICES EXCLUSIVE OF VAT CARRIED TO THE FORM OF OFFER AND ACCEPTANCE (EXCLUDING 15% VAT)		R	

Part C3: Scope of Work

C3.1 Works Information

PART C3: SCOPE OF WORK

Document reference	Title	No of page
C3.1	This cover page	1
	<i>Employer's Works Information</i>	44
	Total number of pages	45

C3.1 EMPLOYER'S WORKS INFORMATION

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SECTION 1

1 Description of the *works*

1.1. Executive overview

Transnet has adopted a new approach to strategic thinking, Segment Strategy, to drive SA's trade competitiveness. The Segment Strategies represent a fundamental change for Transnet, away from a divisional, modal service offering strategic participation and structured collaboration in integrated commodity supply chains. In responding to the Segment Strategy as contemplated by Transnet SOC Ltd, Transnet National Ports Authority (TNPA) formulated the KZN Ports Master Plan Strategy which is underpinned by *inter alia*, positioning the Port of Durban as a premier Automotive Terminal and Container hub.

This scope is part of the relocation work packages and shall solely focus on the Mechanical Works Installation at 06 Toulon Road Building at Bayhead precinct in the Port of the Durban. This project is initiated to accommodate the newly upgraded TNPA's clothing store.

The benefits of this installation at 06 Toulon Road building at Bayhead precinct in the Port of the Durban are as follows:

- Providing a safe working environment for TNPA employees
- Adherence to the National Building Regulations

1.2. Description of the Works

Primarily, the scope of works includes the comprehensive design, validation, supply, installation, commissioning, and handover of the Fire Protection and Detection System Installation at the Toulon Road Building. This scope should be read in conjunction with the technical specifications and drawings attached as annexures to this document.

The *Contractor's* responsibilities under this contract shall include, but not be limited to, the following detailed scope:

a) Design and Validation:

- Confirmation and validation of the existing fire sprinkler, detection and fire protection systems design.

- Detailed design modeling and calculations for the sprinkler system, pump sizing, and water tank sizing.
- Design of pump bases, structural supports, foundations, and plinths for pumps, tanks, and equipment.
- Preparation and submission of detailed installation drawings coordinated with architectural, structural, and service layouts.
- All design documents must be reviewed and signed off by an ECSA-registered Professional Engineer.
- ASIB approval of designs prior to procurement.
- Obtaining local authority approval of fire drawings prior to procurement.

b) Installation:

- Complete installation of the validated and approved fire sprinkler, detection fire protection systems, including all necessary supports, bases, and structural components.
- Painting of all fire water piping and equipment.
- Installation of fire stopping where required to ensure all penetrations are properly sealed to match the fire rating of the particular element.
- Integration and coordination with existing building services, including mechanical, electrical, HVAC, and plumbing systems.

c) Testing, Commissioning and Certification:

- Comprehensive testing and commissioning of all systems.
- Provision of detailed commissioning records and certifications signed by an ECSA-registered Professional Engineer.
- Obtaining ASIB inspection and final approval certification upon completion of installation.

d) Documentation and Training:

- Provision of comprehensive Operation and Maintenance (O&M) manuals.
- Submission of detailed as-built drawings.
- Conducting training for the Employer's maintenance and operational staff.

e) Compliance Documentation:

- Submission of SANS Form 2 (design responsibility) and Form 4 (completion certification) signed by an ECSA-registered Professional Engineer.
- Certification of the complete installation as complying with Local Authority requirements and all relevant codes and regulations as highlighted in this document.

f) Maintenance:

- Warranty and maintenance service provision for a period of twelve (12) months post-completion, including corrective servicing and maintenance as necessary.

1.3. Employer's objectives

The Employer's objectives are to complete this project timeously with minimal disruption to ongoing port operations whilst maintaining the highest safety, environmental, and quality standards.

1.4. Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
ASIB	Automatic Sprinkler Inspection Bureau
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
CRL	Contractor Review Label
CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry

DWG	Drawings
EO	Environmental Officer
HAW	Hazard Assessment Workshop
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee
JSA	Job Safety Analysis
CIRP	Contractor's Industrial Relations Practitioner
Native	Original electronic file format of documentation
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PSIRM	Project Site Industrial Relations Manager
PSSM	Project Site Safety Manager
ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager
QA	Quality Assurance
R&D	Research and Development
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment

SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee

2 Engineering and the *Contractor's* design

2.1 Information provided by the *Employer*

2.1.1 The *Employer* only provides a conceptual design for the works. The *Contractor* shall be required to validate and take responsibility for the complete design. The following documents shall be provided:

- Works' information and all annexures thereto
- Fire Suppression system inclusive of fire hose reels, fire extinguishers, fire hydrants and fire signage (Drawing number: NT2137-249-501, NT2137-249-502)
- Fire Detection Drawing (Drawing Number: WIMS NO 019569)
- Automatic Sprinkler System (Drawing Number: NT2137-249-500)

3. Parts of the *works* which the *Contractor* is to design

3.1. The *Contractor* is to design the following parts of the works, for approval by the Project Manager:

These design responsibilities shall include, but not be limited to, the following:

- Preparation of detailed Automatic Fire Sprinkler system designs and drawings, compliant with the latest ASIB rules, for review and approval prior to installation.
- Detailed hydraulic modeling and calculations of the sprinkler system using approved software (e.g., Canute or a similar approved program), including comprehensive sizing of fire pumps and water tanks.
- Comprehensive design of all portable and fixed fire suppression equipment, including fire extinguishers and suppression systems.
- Design of fire and emergency signage throughout the facility, ensuring clear visibility and compliance with applicable regulations.
- Detailed design of the fire detection system, including all necessary controls and electrical plant, fully coordinated and integrated with the building's electrical infrastructure.
- Design of the control and interlocking systems required to automatically shut down the air conditioning and ventilation systems upon activation of the fire detection system, ensuring full coordination with the building's HVAC installations.
- Design of all structural supports, equipment bases, plinths, and plenum stands required for the complete installation of the fire protection and detection systems.

Where structural complexity exceeds the Contractor's internal capabilities, such elements must be designed by a suitably qualified structural engineer.

The *Contractor* shall submit to the *Project Manager* for acceptance the following drawings, plans and method statements:

- Layout of laydown areas.
- Layout of site offices.

The *Contractor* will be obligated to supply all necessary Equipment and Personnel to properly perform the Works under the Contract including:

- Project management of the execution of the *Works* and supply of other Goods including planning, scheduling and reporting to the *Employer*
- The implementation of QCP's to demonstrate compliance with the requirements of the Contract.
- Ensuring that the completed *Works* shall comply with the Codes and Standards and any other applicable statutory requirements.
- Selection of suitable materials (where not already specified herein).
- Procurement, transportation and transfer supervision of the *Goods*.
- Scaffolding or any safe working at height equipment.
- Lifting equipment for erection.
- Construction, erection, assembly, installation and supervision of the *Works*.
- Specialist installation and installation supervision.
- All specialized tools required for the construction of the structure and maintenance.
- Site inspection and testing, including testing possible soil contamination.
- Remediation of contaminated areas.
- Classification of all waste, including from the existing building.
- Removal and disposal, as approved by the *Employer*, of all scrap and rubble generated by the *Contractor* with the site to a demarcated area on the site
- All documentation for statutory and regulatory compliance, project controls, training and the operation and maintenance of the *Works*

In compliance with NEC 3 core clause 21.1, OHS Act of 1993 & Construction Regulations, **all temporary works shall be designed by the *Contractor* and shall remain the *Contractor's* responsibility, the *Contractor* shall:**

Appoint suitably qualified and experienced Mechanical and Electrical design engineers to carry out such work and shall indemnify and hold indemnified the ***Project Manager and Employer*** **against any claims and actions that may arise out of the temporary works.**

The *Contractor* shall be responsible for full compliance with all codes of practice, safety, professional procedures, checking, site approval and requirement of the construction regulations with regards to the works.

The *Contractor* is responsible in his design for the overall integration of the design of the *works* with the design of the *Employer* as stated under 2.1 *Employer's* design above.

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

Procedure for Submission and Acceptance of the Contractor's Design

The *Contractor's* documentation shall be issued to the *Project Manager* under cover of the *Contractor's* Transmittal note indicating all contract references (i.e., Project number, contract number, etc.) as well as the *Contractor's* project document number, revision number, Title and chronological listing of transmitted documentation. Formats of *Contractor* data submitted is dependent on the project procedure and shall be specified by the *Project Manager*, upon the notified request of the *Contractor*.

The *Contractor* shall deliver both hard and electronic copies to the *Project Manager* at the address stated in the contract data.

All electronic documentation shall be submitted in PDF and native file formats.

Acceptance of documentation by the *Project Manager* will, under no circumstances relieve the *Contractor* of its responsibility for the correctness of information, or conformance with his obligation to provide the works. The obligation rests solely with the *Contractor*.

After review, a copy of the original reviewed/ marked-up drawing/document, with the *Project Manager's* consolidated comments and document status marked on the *Contractor's* review label, is scanned and the copy shall be returned to the *Contractor* under cover of the project's note for revision or re-submittal as instructed.

The *Contractor* shall allow the *Project Manager* two weeks to review and respond to the *Contractor's* submission of their documentation, i.e., from time of receipt by the *Project Manager* to the time of dispatch. However, work shall proceed without delay in the event of the

late return of documentation by the *Project Manager* with prior notification in writing by the *Contractor*.

On receipt of the reviewed documentation, the *Contractor* shall make any notifications requested/marked-up and resubmit the revised documentation to the *Project Manager* within two weeks. Queries regarding comments/changes should be addressed with the *Project Manager* prior to re-submittal.

Any re-submittals, which have not included the changes/comments identified, will be returned to the *Contractor* to be corrected. The *Contractor* shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue within two working days of receipt of the marked-up document, In compliance with NEC 3 core clause 21.2.

Review and Acceptance of Contractor Documentation

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

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

The *Contractor* is to ensure that the latest versions of the required application software and suitable IT infrastructure are in place to support the electronic transmission of documentation.

4. Construction

4.1 Mechanical works

4.1.1 The Detailed Works to be Carried Out by the Contractor Shall Include:

Review and Preliminary Assessment:

- Obtain and examine all existing drawings, specifications, and reports related to the building's fire protection and detection systems.
- Conduct a site visit and verify existing conditions, identifying any discrepancies or missing information that could impact the final design.
- Document all findings and proposed adjustments needed for compliance with current ASIB rules, SANS standards, and other applicable regulations.

- Engage with the Employer's representatives to confirm design objectives and clarify any outstanding technical queries.
- Coordinate with other disciplines (architectural, structural, mechanical, electrical, HVAC) to ensure design alignment.
- Review the technical specifications provided and ensure the systems to be designed comply with all requirements.

Sprinkler System Design:

- Prepare a detailed fire sprinkler system design in accordance with the latest ASIB rules and relevant SANS codes.
- Perform hydraulic modeling and calculations using ASIB-approved software (e.g., Canute or similar) to determine accurate pipe sizes, flow rates, and pressures.
- Confirm sizing of fire pumps and water tank(s) based on design flow rates, pressure demands, and redundancy requirements.
- Submit the complete sprinkler design package, including drawings, models, calculations, and technical specifications, to the Employer for review and acceptance and to ASIB for approval prior to fabrication or construction.
- The Contractor is responsible for the interfacing of the fire detection system and sprinkler system and shall price this as part of the controls.

Portable and Fixed Fire Suppression System Design:

- Design all portable fire extinguishers, hose reels, fixed suppression systems, emergency signage, and associated components in compliance with relevant standards.
- Confirm locations, and capacities of suppression equipment to meet the building's specific fire risks.

Fire Detection System Design:

- Develop a comprehensive fire detection system design, including detectors, alarm panels, control devices, strobes, and sirens.
- Provide a functional design for interlocking with existing electrical and mechanical infrastructures, ensuring full integration with the building's control systems.

HVAC Interface & control System Design:

- Design a control system for automatic shutdown of air conditioning and ventilation upon fire detection, preventing smoke and fire spread.

- Ensure accurate interface design between fire detection panels and HVAC control systems.

Structural Supports & Ancillary Components

- Design and detail all supporting infrastructure: structural supports, thrust blocks, plant bases or plinths, etc.
- Appoint a suitably qualified structural engineer for specialized design elements such as pump foundations, water tank plinths, and the lifting beam required for fire pump maintenance.
- Incorporate corrosion protection and finish requirements per SANS codes, ASIB guidelines, and Transnet standards.

Design Documentation and Sign-off:

- All design documents (drawings, reports, calculations) must be signed off by an ECSA-registered Professional Engineer.
- Provide documentation in both PDF and native DWG formats for review and record.
- Submit all drawings and technical specifications for acceptance by the client prior to procurement of any plant.
- Integrate feedback from the Employer's engineer and ASIB before finalizing and issuing Approved for Construction (AFC) documents.

Material & Equipment Specifications:

- Develop detailed equipment specifications and datasheets for pumps, valves, control panels, detection devices, sprinklers, and all associated equipment.
- Submit all specifications and datasheets for acceptance by the Employer's engineer prior to ordering or manufacture.

Supply, Installation, Testing and Commissioning:

- The Contractor's scope includes, but is not limited to, the following principal components
- Fire Pumps and Pump House:
 - Two (2) main fire pumps (both diesel-driven)
 - One (1) jockey pump (electrically driven)
 - Electrical control panels for diesel pumps, jockey pump, and annunciator panels
 - Three-tier AutoStart mechanism with all pressure switches and gauges
 - Control panel for the jockey pump with Direct Online Starter, isolator, and feeder cables
 - Proper earthing of all exposed metalwork and pump assemblies

- Electrical installation within the pump house (cable runs $\leq 6\text{m}$) for pumps and panels
- Pipework, Valves, and Sprinklers
 - All sprinkler heads and associated pipework for the conventional fire protection system
 - Installation control valve arrangement with a control valve bypass and water-proving test setup, including all isolating valves, alarm valves, water motor alarm, pressure gauges, and flow switches
 - Flow and supervisory switches integrated with the main fire control panel
 - Pipe supports, hangers, and anchors as required by the approved design
- Fire Water Storage Tank and Ancillaries
 - Fire water storage tank(s) with vortex inhibitors, cat ladders, level indicators, fill points, suction points, and automatic fill valves
 - All associated pipework to and from the storage tank(s)
 - Proper tank plinth/foundation with required corrosion protection
- Conventional Fire Water System
 - Landing valves, fire hose reels, and portable fire extinguishers
 - Fire hoses and streamers
- Fire Detection & Alarm Infrastructure
 - Alarm panels, controls, and field wiring
 - Flashing strobes, sirens, alarm bells, and beacons
 - Repeater/annunciator panels where required
 - Integration with building power and emergency backup systems
- Electrical & Controls
 - Electrical and controls wiring, cables, circuit breakers, switches, fuses, and all necessary components for a complete installation
 - Earthing system for all panels, pumps, and metallic components
 - Cable trays or racks for secure cable routing
 - Electrically connect the jockey pump set and provide a certificate of compliance to be issued by installation electrician registered with department of labour.
- Fire & Emergency Signage, Coatings, and Accessories
 - Emergency signage per relevant drawings and statutory requirements

- Painting of all fire water piping, pump house equipment, and steel components to meet environmental and corrosion standards as well as comply with ASIB and SANS requirements.
- Provision of all lifting equipment (lifting beam, crawlers, chain blocks, slings, etc.) needed for pump maintenance or similar tasks

Testing, Commissioning & Certification

- Prepare a comprehensive testing and commissioning plan, encompassing Factory Acceptance Tests (FAT), Site Acceptance Tests (SAT), and any additional commissioning steps.
- Seek approval of this plan from the *Employer's* engineer before starting test activities.
- Conduct hydraulic pressure tests on all pipework, verifying flow rates, pressures, and proper functioning of alarms/interlocks.
- Demonstrate correct operation of the auto-start features, annunciator signals, detection devices, strobes, and sirens.
- Test interfacing with HVAC control systems to confirm automatic shutdown functions as designed.
- Schedule and facilitate ASIB inspections once sprinkler and pump installations are complete. Should there be any items that need rectification, the Contractor shall be liable to resolve these issues as well as to bear any further cost for reapplying for the certification.
- Rectify any non-compliances at the Contractor's cost.
- Achieve final ASIB certification to confirm compliance with all local authority requirements, codes, and regulations (certificate to be files in the O&M manual).

Documentation & Handover

- As-Built Drawings & Final Documentation
 - Provide finalized as-built drawings (in PDF and DWG/RVT) capturing any design or layout changes implemented during construction.
 - Compile comprehensive Operation & Maintenance (O&M) manuals, inclusive of test reports, quality certificates, commissioning data, spare parts lists, and warranties.
 - Supply three (3) hard copies and two (2) soft copies (On a USB 64gb Flash drive) of the O&M manuals for record.

- Training & Support
 - Conduct training sessions to ensure the Employer's staff can safely operate, maintain, and troubleshoot all installed systems.
 - Provide clear instructional documentation, highlighting maintenance schedules and emergency procedures.
- Completion & Guarantee
 - Practical Completion is confirmed in writing by the Project Manager.
 - The *Contractor* shall guarantee all installations and equipment for twelve (12) months after "practical completion" date of the completed installation, or sections thereof. This is the date confirmed in writing by the Project Manager.
- Close-Out
 - The Works are deemed complete only after obtaining ASIB certification and resolving all punch-list items.
 - Submit SANS Form 2 (design responsibility) and Form 4 (completion) duly signed by the appointed ECSA-registered Professional Engineer.

4.1.2 General

The *Contractor* shall inform themselves with local site conditions such as safety requirements, access area available on site, type of ground, space available for on-site fabrication, storage, transport, loading and unloading facilities, scaffolding, tackles, and tools needed, as no claims by the *Contractor*, which may arise from ignorance of the site conditions, shall be considered.

4.1.3 Standard of Work, Equipment, and Materials

All equipment and material used shall be of high quality and the work shall be of a high standard of workmanship carried out by qualified staff under proper supervision by experienced and competent officers.

All equipment and material shall comply with the relevant National or International standard specifications. Where equipment does not comply, it shall be submitted to the TNPA mechanical engineer for approval prior to installation.

All installation, testing and termination must be approved by the TNPA Engineer prior to commissioning.

4.1.4 Specifications

The design shall be undertaken using the latest revision of applicable SANS and other relevant standard specifications. The sprinkler designs shall comply with the latest edition of the ASIB rules. The Contractor shall employ a registered Professional Engineer to review and sign off all

design documents and drawings to be submitted to the Employer for acceptance. The design shall be such that it is built by others to satisfy the functional and serviceability requirements and be cost-effective and safe. Sound Engineering judgment shall be exercised in applying these criteria to the system and its components. The *Contractor* shall communicate with the *Employer* to coordinate all designs.

The following publications and specifications (latest edition) shall apply. A full list of publications and specifications is found in the technical specification's documents:

SANS 10400-T	Fire Protection
SANS 10400-W	Fire Installation
SANS 10400-O	Lighting and Ventilation
SANS 10400-XA	Energy Usage in Buildings
SANS 10142 –1	Code of Practice for wiring premises
SANS 10287	Automatic sprinkler installations for firefighting purposes
SANS 50054-1	Fire Detection and Fire Alarm Systems
SANS 10139	Code of practice for design, installation, commissioning and maintenance of fire detection and alarm systems in non-domestic premises
ASIB	Rules for Automatic Sprinkler Installations, Latest Edition
SANS 10252	Water Supply and Drainage for Buildings
	Occupational Health and Safety Act 85 of 1993.
	The S.A. National Building Regulations and Building Standards Act. (Act 103 of 1977).

	South African National Standards and Codes of Practice.
	IEC Standards and Recommendations.
	International Standards and Codes – ISO, DIN, BS, ASME, ASCE, ANSI, ASTM, EU, NFPA.
	The local, provincial or S.A. Government laws in force at the time.
	Construction Regulations 2014
	National Heritage Resource Act (Act 25 of 1999)

4.1.5 Materials and Workmanship

- The *Contractor* shall ensure all materials shall be of the quality specified and the *Contractor* shall further proof that the materials are of the specified quality. The Engineer is not responsible for Quality Assurance on behalf of the *Contractor* but shall be entitled to condemn unsatisfactory work.
- The *Contractor* shall ensure all materials and equipment used for the installations is new and undamaged. The *Contractor* shall, if requested by the Project Manager, provide samples of material and Plant for approval. If judged necessary by the Project Manager, such samples may only be returned after the completion of the installation, to ensure that the quality of the installed product is the same as that of the approved sample
- Material for which a SABS specification exists, shall be in accordance with such a specification, and shall bear the SABS mark.
- All fire protection Plant used shall originate from suppliers which have been certified in accordance with SABS ISO 9001 (ISO 9001) or SABS ISO 9002 (ISO 9002) for Quality assurance. Copies of certificates of approval shall be provided by the tenderers with their tenders. Plant designed to BS 5446, Fire systems for residential premises, or similar other standards, are not acceptable.

4.1.6. Design and Drawings

- The *Contractor* shall ensure all Plant is positioned and installed in such a way as to ensure proper access for service and maintenance.

- The *Contractor* shall ensure that all control panels, wiring and components of the electrical installation comply with all application safety codes standards and regulations. All electrical works associated with the mechanical plant shall comply with the requirements of electrical works detailed in this document.
- The *Contractor* shall ensure the designs are cost effective and energy efficient.
- The *Contractor* shall furnish details of any Plant that is other than, or different to, that specified by the Employer's Engineers, to the Supervisor for Approval by the Employer's Engineers. The *Contractor* is prohibited from installing said without the required prior authorization from the Employer's Engineers. The approval shall only apply to the selection of the type of Plant and in doing so, the Employer's Engineers assume no responsibility or accountability for the proper functionality of Plant or associated systems designed by the *Contractor* in any way whatsoever.
- The *Contractor* shall ensure All design calculations and simulations shall be submitted to the Project Manager for acceptance by the Employer's Engineer together with the workshop Drawings. The drawings shall be submitted in PDF as well as DWG formats for all submissions. The *Contractor* shall price in the works for the submission of the calculations and drawings as well as schedule the time for acceptance of all designs and approval of plant type (should there be any deviation from the specifications).

4.1.7 Plant Supports, Bases and Foundations

- The *Contractor* shall design all foundations required for mechanical Plant as per the recommendations of the Plant suppliers and to comply with the requirements of the Works Information and Technical Specifications.
- The *Contractor* shall design supports, stands, hangers, and suspended platforms for equipment, tanks or other Plant as required.
- The *Contractor* shall design bases and plinths for all items of plant to comply with the requirements as specified in this document.
- The *Contractor* shall ensure that all designs of foundations, bases and plinths are compatible with the type of floor designed by the Structural Engineers and be able to tie into the floor to provide a continuous surface.

4.1.8 Workshop Drawings

The *Contractor* shall ensure Preparation of complete workshop drawings is the responsibility of the *Contractor*. The *Contractor* shall submit all workshop drawings for acceptance prior to any materials being ordered. The workshop drawings must be prepared based on:

- The *Contractor* shall ensure the latest Architect's, Structural Engineer's, Civil Engineer's and Electrical Engineer's drawings regarding co-ordination, layout, and design.
- The *Contractor* shall make use of the actual Plant offered in the Tender and Approved by the Project Manager. No work may be put in hand before the relevant workshop drawings have been reviewed by the Project Manager for acceptance. The Employer's responsibility in this regard is limited to checking conformance with the works information and co-ordination with other disciplines where necessary. This does not absolve the *Contractor* of any responsibility in terms of the contract or for errors or omissions in the shop drawings. Comments, amendments, or corrections of shop drawings are not intended to cause any variation in the cost of the work, and
- The *Contractor* shall include time in the schedule for acceptance of workshop drawings and Approval of Plant by the Employer. All workshop drawings submitted shall be signed by an ECSA registered Professional Engineer.
- The workshop drawings shall include but not be limited to the following:
 - P&ID showing the entire system layout and plant details.
 - Detailed drawings of all plant.
 - Plant Specifications, including fixing details and materials.
 - Piping schedules.
 - Detailed piping drawings, including joint details and positions.
 - Welding schedules and weld maps (if applicable).
 - Foundation, Plinth and Base details of all plant.
 - Corrosion protection specifications for all plant and materials.
 - Cable schedules; and
 - General arrangement drawings and component lists for electrical and controls works associated with the mechanical Plant.

4.1.9 Builders Work Drawings

Openings

- The *Contractor* shall show all openings and other finishes on layout drawings in such a way as to constitute a clear instruction to others.

Plant Foundations, Bases and Plinths

- The *Contractor* shall be responsible for providing detailed Builder's Work drawings for all foundations, plinths, and plant bases as per the manufacturer's recommendations for the Plant selected.

Noise and Attenuation

- In respect of noise control and attenuation, the *Contractor* shall be responsible for the selection, supply and installation of all sound attenuators, spring mounts, mass bases, flexible connections, spring hangers, etc. as required by the *Contractor's* detailed design to comply with all relevant SANS standards and the OHS Act.
- The *Contractor* shall ensure that where ducts and pipes pass through concrete, brick or other structural members and finishes, this is achieved without transmission of noise and vibration.

4.1.10 Responsibilities of the *Contractor*

- Ordering of Plant and Materials
- The *Contractor* shall be responsible to ensure that the project programme is adhered to and that no delays are caused by late deliveries of Plant and materials. All other activities which must proceed placing of orders must be considered when The *Contractor* schedules his activities.

4.1.11 Storage of Materials and Plant

The Contractor shall be responsible for the proper storage of all materials and Plant on site to ensure protection against the elements, damage by impact, dirt, builder's rubble, dust, theft etc.

4.1.12 Protection of the Works

The Contractor shall programme his work to avoid damage by other Trades and shall be responsible for protection of the works against such damage until handover to the Client.

4.1.13 Accessibility

- *The Contractor shall* plan suitable accessibility for thermometers, gauges, controls, dampers, and other devices which require reading adjustment, inspection, repair removal or replacement.
- *The Contractor shall* design all systems and plant positioning to enable ease of maintenance or repair and provide sufficient space for removal or replacement of plant if required.

4.1.14 Weather Proofing

- All outdoor Plant shall be weatherproof and corrosion resistant including minor items such as screws fixers, brackets, etc.
- The IP rating for waterproofing of all Plant must be accepted by the Project Manager.
- In addition to the above mentioned, *The Contractor* may comment on aspects of the Employer's design with a view to improvement or cost saving but must draw to the attention of the Engineer any aspect of the design which in his view is not appropriate. The final decision and responsibility rests with the Engineer.

4.1.15 Noise levels

Maximum noise levels caused by the operation of items of Plant shall comply with the OHS Act 85 of 1993 and all other regulations.

The SI ("Le Systeme International d' Unites") – Metric System of Units shall apply. Refer to SANS – M33A: The International Metric System: Guide to the use of the SI in South Africa.

The Contractor shall additionally read the Engineering Works Information for the mechanical works in conjunction to this with the Specifications provided separately in the annexures.

4.1.16 Technical Specification

The *Contractor's* designs, plant procured, and construction works shall be completed to meet the requirements specified in the technical specification documents. The following technical specification will be provided to the *Contractor*:

Description		
Document No.	Rev.	Description
To be provided by document controller		Technical Specification for Supply, Delivery, Installation, Testing and Commissioning of Fire Suppression System
To be provided by document controller		Technical Specification for Supply, Delivery, Installation, Testing and Commissioning of Fire Detection System
To be provided by document controller		Technical Specification for Supply, Delivery, Installation, Testing and Commissioning of Fire Sprinkler System

4.1.17 Testing and Commissioning of the *Works*

- The Commissioning of each system is done in accordance with the following high-level procedure:
- All work is inspected by The *Contractor* to ensure all defects are identified and rectified. The *Contractor* informs the Employer of all defects identified and the remedial action taken.
- Once the defects identified by The *Contractor* have been rectified, The *Contractor* and the Supervisor shall jointly inspect the Works. Any further defects shall be recorded and categorised according to the following:

- Defects that are urgent and require immediate attention to enable testing and commissioning to be completed
- Defects that can be rectified after Commissioning
- Items that are out of scope and require approval to be implemented
- The *Contractor* and the Supervisor shall jointly inspect once all identified defects have been rectified
- The Project Manager notifies The *Contractor* that commissioning may proceed.
- A safety review is held with the *Contractor*, Supervisor, Project Manager, and necessary experts for the system being commissioned.
- Each system and item of major equipment is thoroughly checked using an accepted pre-commissioning check list.
- Functionality is checked for all items under no load conditions.
- Once all checks are complete and functionality confirmed, the system is started under test conditions and then put into operation
- *Contractor* rectifies all further defects identified during the commissioning process and previously identified defects including approved compensation events.
- The *Contractor* and the Supervisor shall jointly inspect once all identified defects have been rectified.
- The *Contractor* shall invite the Employers Engineer for all testing and commissioning activities at least 2 weeks prior to the start of the activities. the employers engineer must be present for all testing and commissioning activities.

5. Temporary *works*, Site services & construction constraints

The Contractor complies with Employer's Site entry and security control, permits, and Site regulations. The Contractor will only commence with construction including site establishment once the SHEQ files have been approved and issued with SHE site access certificates.

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

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

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

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

The *Contractor* ensures that all his construction staff, labour, and Equipment remains within his allocated and fenced off construction area.

Prior to bringing Equipment to site the *Contractor* will be required to notify the *Project Manager* as per the NEC 3 communication procedures and provide details of the Equipment to be brought to site and obtain approval from the Project Manager, the *Contractor* can only bring equipment once the *Project Manager* issues approval in writing.

All *Contractor's* staff and labour complies with the Employer's (TNPA) operational safety requirements and are equipped with all necessary PPE, high visibility apparel and floating apparel.

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

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

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

The *Contractor* complies with the following hours of work for his people including Sub-Contractors employed on the Site:

Hours of work are to be between 7am-5pm. The *Contractor* is to use his discretion on what hours will be worked.

Normal working hours are Mondays to Fridays, from 07h00 to 17h00. Work will not be permitted during any weekend and public holiday without permission by the *Project Manager*. Permission to work is to be requested in writing at least 2 weeks before the weekend/days; permission is not necessarily guaranteed and will be dependent on the nature of the work to be done and availability of the *Supervisor* and other staff.

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

Title to Materials from demolition and excavation

- The *Contractor* has no title to all materials arising from dismantling and demolition in the performance of the works with title to such materials remaining with the *Employer*. The *Project Manager* shall instruct the *Contractor* how to label, mark, set

aside and/or dispose of such materials for the benefit of the *Employer* in accordance with ECC3 Clause 73.1.

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

Cooperating with and obtaining acceptance of others

The *Contractor* performs the *works* and co-operates with:

- The *Contractor* shall have to liaise with the *Project Manager* in scheduling work and shall comply with all instructions.

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

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

The *Contractor* shall note that there may be other projects in progress within the Warehouse which are expected at some point to run in parallel to this project, the *Contractor*, hence the *Contractor* shall co-operate with Others by allowing access through parts of the Working Areas when required during the entire duration of the Contract period.

Publicity and progress photographs

- The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*.
- The *Contractor* obtains the permission and approval of the *Project Manager* before erecting any notice boards or using the details of the contract in any advertising media.
- The *Contractor* provides a complete digital photographic record of the progress of the construction of the works to the *Project Manager*, monthly as part of the *Contractor's* monthly programme narrative report. The digital photographic equipment used shall be intrinsically safe, where applicable.

Contractor's Equipment

- The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- All Equipment used by the *Contractor* on site shall be properly maintained and operated. All vehicles on public roads shall be roadworthy, with the necessary licences and safety requirements. A checklist/register shall be implemented which lists the operators' qualifications and medical records.
- The *Contractor* complies with the following:
 - a) The *Contractor* shall supply all necessary materials, labour, tools, plant, PPE, demarcating signage as per the latest construction regulation and transport required for the proper completion of the works.
 - b) The *Contractor* shall submit a comprehensive list of Equipment, intended for use on this contract.
 - c) The use of all such Equipment shall be subject to approval by the *Project Manager*, though such approval shall not relieve the *Contractor* of any of their responsibilities under the contract.

Equipment provided by the Employer

No Equipment will be provided by the *Employer*.

Site services and facilities:

- The *Contractor's* site establishment area(s) is to be within the *Contractor's* boundary of the area that will be confirmed with the successful *Contractor* after award and shall be clearly sign posted and be compliant with the relevant safety regulations and restrictions that might be in place until the *Contractor* has de-established from site. The site establishment layout must be approved by the *Project Manager*.
- The *Contractor* shall ensure that the area used has a suitable continuous security fence and the necessary access gates. All preparation and fencing, etc. shall be done by the *Contractor* and shall be for his account, this includes clearing away and leaving clean and clear at completion.
- The *Contractor* shall provide, maintain and remove lockable portable chemical type toilets. An area will be made available within the *Contractor's* Working Areas.

i. The Employer provides the following facilities for the Contractor:

Item	Date by which it will be provided
Details related to the <i>Contractor's</i> laydown area for the offices and toilet facilities will be discussed at the tender clarification meeting and site inspection.	Prior to tender submission
Details related to water and electricity will be discussed at the tender clarification meeting and site inspection.	Prior to tender submission
Security will be for the <i>Contractor's</i> expense.	

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

ii. Facilities provided by the Contractor:

The *Contractor* is to provide a lockable office with 2 desks, 4 chairs, chemical toilets (in a ratio of 1:10) for both males and females and suitable facilities for all meetings held on site.

Toilet facilities are to be provided for the *Contractor's* staff by the *Contractor*. Outside toilets should be provided with locks and doors and should be secured to prevent them from blowing over. The *Contractor* should arrange for regular servicing of toilets (disposal is to be a registered wastewater treatment works) and will be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the *Supervisor*. Safe disposal certificates need to be furnished to Transnet.

Wherever the *Contractor* provides facilities (either his own or for the Project Manager and/or Supervisor) and all items of Equipment, involving, *inter alia*, offices, materials storage areas etc., within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the Employer and Others in, on or under the land) and surrounding areas to its previous and/or acceptable standard, upon dismantling of such facilities and items of Equipment.

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

b. Testing and Commissioning of the Works

The *work* to be done by the Completion Date

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

Item of work	To be completed by
Certificates of Compliance, permission to install & concessions	Within 2 days prior to Completion.
Test and commissioning certificates and data sheets	Within 2 days prior to Completion.
Copy of the Technical Specifications	At Handover

- The Commissioning of each system is done in accordance with the following high-level procedure:
- All work is inspected by The *Contractor* to ensure all defects are identified and rectified. The *Contractor* informs the Employer of all defects identified and the remedial action taken.
- Once the defects identified by The *Contractor* have been rectified, The *Contractor* and the Supervisor shall jointly inspect the Works. Any further defects shall be recorded and categorised according to the following:
 - Defects that are urgent and require immediate attention to enable testing and commissioning to be completed
 - Defects that can be rectified after Commissioning
 - Items that are out of scope and require approval to be implemented
- The *Contractor* and the Supervisor shall jointly inspect once all identified defects have been rectified
- The *Project Manager* notifies The *Contractor* that commissioning may proceed.

- A safety review is held with the *Contractor*, Supervisor, *Project Manager*, and necessary experts for the system being commissioned.
- Each system and item of major equipment is thoroughly checked using an accepted pre-commissioning check list.
- Functionality is checked for all items under no load conditions.
- Once all checks are complete and functionality confirmed, the system is started under test conditions and then put into operation
- *Contractor* rectifies all further defects identified during the commissioning process and previously identified defects including approved compensation events.
- The *Contractor* and the *Supervisor* shall jointly inspect once all identified defects have been rectified.
- The *Contractor* shall invite the *Employers* Engineer for all testing and commissioning activities at least 2 weeks prior to the start of the activities. the *employers* engineer must be present for all testing and commissioning activities

6. Plant and Materials Standards and Workmanship

All equipment and material used shall be of high quality and the work shall be of a high standard of workmanship carried out by qualified staff under proper supervision by experienced and competent officers.

All equipment and material shall comply with the relevant National or International standard specifications. Where equipment does not comply, it shall be submitted to the TNPA mechanical engineer for approval prior to installation.

All installation, testing and termination must be approved by the TNPA Engineer prior to commissioning.

a. Electrical & Mechanical Engineering works

Where SANS 10142 and/or SANS 10198 specifications are used within the Works Information, then where the term "Equipment" (or the like) is used with the meaning of installation and items left behind in the works, then please read this term as "Plant" for ECC defined term compliance.

The following publications and specifications (latest edition) shall apply:

7. List Of Drawings

a. Drawings issued by the *Employer*

Below is the list of drawings issued by the Employer at or before the Contract Date and which apply to this Contract.

<u>DESCRIPTION</u>	<u>DRAWING NUMBER</u>
RENOVATIONS OF THE WAREHOUSE	DH6401003-000-00
SPRINKLER SYSTEM LAYOUT	NT2137-249-500
GROUND FLOOR FIRE PROTECTION LAYOUT	NT2137-249-501
FIRST FLOOR FIRE PROTECTION LAYOUT	NT2137-249-502
SPRINKLER WATER TANK LAYOUT	NT2137-249-510

SECTION 2

8. Management and start up

a. Documentation Control

The *Contractors* documentation shall be issued to the Project Manager under cover of the Contractor's Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the *Contractors* Project Document Number, Revision Number, Title and chronological listing of transmitted documentation.

All contract correspondence shall be issued through document control. All document submissions shall be electronic transmissions and shall be submitted by the *Contractor* in Adobe Acrobat (.PDF) and native file format when required. The preferred platform for electronic transmission is Microsoft OneDrive/SharePoint.

The TNPA document controller shall facilitate the setup of the filing structure and access levels on Microsoft SharePoint/OneDrive.

The *Contractor* shall apply "wet signatures" to the original documentation before scanning the single sided, signed original prior to formal submission to the Project; electronic signatures are also permissible.

Electronic files submitted to the Project shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to have, always, the latest generation of virus protection software and up-to-date virus definitions.

The *Contractor* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation. The *Contractor* shall maintain electronic format of ALL project documentation for the duration of the contract.

Hardcopy original documents must be delivered within 24 hours of electronic submission of same to the project site office document control department, when requested.

All documentation and data submitted electronic, and hardcopy must conform to the Project Standards and Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Documentation not meeting the Project Standards and Quality requirements will be cause for rejection and shall be returned to the *Contractor* for corrective action and re-submission.

Should any change be made to documentation or data, which has already been submitted to the Project, then new or revised documentation or data shall be issued to replace the outdated information.

The *Contractor* shall be responsible to ensure that proper safety measures are in place to protect project documentation temporarily stored on site against theft, fire, flooding or excessive dampness.

The *Contractor* shall be responsible for the supply of all Sub-Supplier/*Contractor*/Manufacturer, etc. documentation and data related to their package of work and shall ensure that these Sub-Suppliers have the capability to supply the necessary documentation and data in the required timeframe and quality requirements are met as outlined in the specified standards prior to awarding sub-orders.

The *Contractor* shall ensure adequate resources are available to manage and execute the Document Control function as per the requirements of the Project. (The *Contractor* shall ensure that a dedicated Document Controller is available for the Project).

b. Health and Safety Risk Management

All health and safety matters associated with the *Works* will be dealt with in accordance with the Transnet National Ports Authority project specific Health and Safety Specification.

HEALTH AND SAFETY PROCEDURES

The *Contractor* must prepare Project specific Health and Safety Procedures which addresses the requirements of project health and safety specification.

The *Contractor* must prepare, implement and administer the *Contractor's* Health and Safety Management Plan (CHSMP). The Health and Safety Management Plan must provide a systematic method of managing hazards and implementing control measures.

The Plan (CHSMP) must be in writing and presented to TNPA or nominated representatives for review and acceptance. The Plan must at least "be accepted with comments" by TNPA before permission can be granted to Contractors to mobilise to site.

The *Contractor's* Health and Safety Management Plan must be in line with the Project Specification which indicates Project Specific site safety requirements.

Any proposed amendments or revisions to the CHSMP shall be submitted to TNPA for review and acceptance, and once accepted, it becomes part of the TNPA Safety Management Plan.

The CHSMP shall include the following as minimum:

- Leadership and Commitment
- Performance Measurement and Reporting
- Involvement Communication and Motivation
- *Contractor* Management
- Training and Competency
- Hazard and Risk Management
- Occupational Health and Hygiene
- Safe systems of Work
- Incident Management
- Site Management

The *Contractor* shall ensure that its *Subcontractors* comply with the requirements of the CHSMP and relevant statutory requirements as may be defined by OHS Act 85 of 1993.

The CHSMP is regarded as a living document therefore TNPA may require the *Contractor* from time to time to supplement its safety manual, policies and procedures with guidelines and /or operating standards provided.

Contractor shall ensure that all its employees are send for Induction and submit Pre-employment medical examinations before allowed to work on the Project and Exit medical examination before leaving the site. These medical examinations must be carried out by a registered Occupational Health practitioner at *Contractors* cost.

The *Contractor* performs the Works having due regard to the Health and Safety Surveillance Plan (HSSP).

The *Contractor* complies with the requirements of the Site Safety Review Committee (SSRC) with respect to his own activities and others on the Site and Working Areas.

The *Contractor* makes the CHSMP available to its employees and Sub*contractors* in the language of this *Contract* and other local languages as required.

The *Contractor* must arrange and participate in a Hazard in Construction study (HAZCON) before the beginning of activities or as directed by the Project Manager. The *Contractor* must perform and facilitate HAZCON studies using PHA-Pro version 8 or latest and use an industry standard Risk Matrix.

The *Contractor* completes a Job Safety Analysis (JSA) prior to carrying out any operation on the Site and/or Working Area to the approval of the Project Manager or other person acting on his.

RESPONSIBILITIES OF THE PROJECT SITE SAFETY MANAGEMENT

The *Contractor* must appoint a competent Construction Manager who shall be responsible for the successful and safe completion of all work to be carried out by the *Contractor* as required by the Construction regulations of 2014, regulation 8(1) and should be registered with SACPCMP.

The *Contractor* construction supervisor is responsible for ensuring that the *Contractor* complies with the CHSMP. Project Site Safety Manager (PSSM) and Safety Officers will assist construction manager to ensure implementation of HSMP and they must be competent in similar projects, registered and in good standing with SACPCMP.

The PSSM specific tasks are:

- Provide advice and support to the established governance structures such as Safety Committees.
- Provide advice and input to management on review of safety compliance audits.
- Implement a system for reporting and recording of all incidents, performance analysis and calculating and recording LTIs.
- Implement sustainable statistical process controls so that continuous improvement is achieved.
- Monitor and facilitate training of Safety and Health Policies, Procedures and Practices so that all staff members are aware and adhere to these.
- Investigate any Safety and Health incidents reported by safety officers and officials so that immediate and appropriate measures are taken.
- Review and improve Project Safety and Health Plans.

c. Environmental constraints and management

All work is to be conducted in accordance with the principles of the National Environmental Management Act, 1998 (Act no 107 of 1998) as amended, relevant Specific Environmental Management Acts (SEMA), relevant municipal bylaws as well as the accepted environmental good practice.

The *Contractor* to note that some of the referenced documents were prepared and completed by the previous Transnet Group Capital (TGC) and this name may remain on some of the Annexure specification documents. While the project is managed by TNPA, the TGC specifications are still applicable and implemented. The following documents, included as annexures of the Works Information, provide the minimum acceptable standards that shall be adhered to:

- Transnet Integrated Management Systems (TIMS) Commitment Statement – IMS-GRP-GDL-002-1
- Standard Operating Procedure: Construction Environmental Management (SOP: CEM 009-TCC-CLO-SUS-11386 Standard Operating Procedure: Minimum Environmental Management Specifications (MEMS) (009-TCC-CLO_SUS-11385).

The Contractor must comply with the Project Environmental Specifications (PES) as contained in the following documents:

- TNPA Asbestos Management Plan 009-TRN-CLO-SUS-8848

- Waste management permit

The *Contractor* must consult the following document for the required waste services:

- TNPA list of approved waste services *Contractors*
 1. At pre-construction period, the *Contractor* shall comply with the following:
 - The above requirements shall be applicable to the main *Contractor* and its service providers. The *Contractor* must comply with all the requirements of the aforementioned documents/records. The *Contractor* must pay special attention to all PES conditions. These conditions must strictly be adhered to and shall be monitored by an independent Environmental Control Officer (ECO)/ Approved Inspection Authority (AIA) where required by the relevant Competent Authority.
- The *Contractor* must sign the Declaration of Understanding as a commitment to abide with the Project Environmental Governance Framework, Project Environmental Specifications. Sufficient environmental budget must be allocated to meet all the project environmental requirements for the duration of the contract.
- The CEM and MEM describe the main roles and responsibilities of the project team with respect to Environmental Management; the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the *Contractor* observes and complies as well as the specific environmental standards applicable to the works (the site and the working areas) as required by the relevant project environmental authorisation. The above requirements shall be applicable to the main *Contractor*, its service providers and suppliers. The *Contractor* must comply with all the requirements of the CEM, MEMS and applicable standards as mentioned above.
- The *Contractor* must appoint an Environmental Officer (EO) to monitor and manage compliance to Environmental Specification and all applicable environmental legislation. The EO must as a minimum have at least 5 years work experience in environmental management within the civil Environment. The roles

and responsibilities of the *Contractor's* EO are stated in CEM. The *Contractor's* EO must be 100% full time on site during working hours.

- Should the *Contractor's* EO change from that person identified during either the tender documentation, or the construction period, the *Contractor* shall submit a CV of a replacement EO for approval by the Employer's Environmental Officer and Employer's Construction Manager. No work can proceed until the replacement environmental person has been approved.
- The *Contractor* will be required to submit an approved electronic environmental file to TNPA prior to construction commencement and weekly electronic updates during construction phase. Particular requirements of the Employer will be made known on award of the contract. Site access certificate shall not be granted until the environmental file has been approved by the Employer.
- The overarching obligations of the *Contractor* under the CEMP before construction activities commence on the Site and/or Working Areas is to provide environmental method statements for all construction operations at the Site and/or Working Area by the *Contractor* and where requested by the CM.
- The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of their activities and accordingly prepare separate method statements describing how each of these impacts will be prevented or managed so that the standards set out in the CEM and MEMS documents are achieved. The method statements will be prepared in accordance with the requirements set out in these documents. These method statements shall form part of the environmental file. The Contractor shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the Environmental Induction Programme prior to commencing any work on Site. If new personnel commence work on the Site during construction, the *Contractor* shall ensure that these personnel undergo the Environmental Induction Programme and are made aware of the environmental specifications on Site.
- Method statements need to be compiled by the *Contractor* throughout the Construction phase of the project. These Method Statements must be approved by the TNPA Construction Manager and TNPA Environmental Manager or

Environmental Officer. Approval must at least be two weeks prior to the proposed commencement of the activity. Emergency construction activity method statements may also be required. The activities requiring method statements cannot commence if they have not been approved by the TNPA Environmental Manager or Environmental Officer.

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

- Where required, one of the first actions to be undertaken by the *Contractor* shall be to erect and maintain a temporary fence along the boundaries of the Site and Working Areas as applicable, and around any no-go areas identified on the layout plans, to the satisfaction of the Project Manager.
- Copies of the documents/records/permits/licenses listed above and applicable standards shall be available on Site, and the *Contractor* shall ensure that all the personnel on Site (including Subcontractors and their staff) as well as suppliers are familiar with and understand the specifications.
- The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to site have attended the Environmental Induction Programme prior to commencing any work on Site or entering the site. The induction programme shall be tailored to the audience based on their designated roles and responsibilities. The environmental induction training should as a minimum comprise of basic environmental site rules, general environmental awareness and the Project Environmental Specification. If new personnel commence work on the Site during construction, the *Contractor* shall ensure that these personnel undergo the Induction Programme and are made aware of the environmental specifications on Site. The environmental induction shall be valid for a period of a year and must be renewed every year for the duration of the contract. Proof of training must be retained by the *Contractor*.
- Where applicable, the *Contractor* shall provide job-specific training on an ad hoc basis when workers are engaged in activities, which require method statements. Should there be changes in the construction methodologies that necessitate the amendment/s to the approved EMPr, EA, Licenses or Permits, the *Contractor's* EO must discuss them with Transnet EO and CM. All changes to living documents

must be approved by the Competent Authority where required, otherwise the Employer's CM and EO. Under no circumstances will changes be effected without the knowledge of the Employer and the ECO/EO. Proposed changes must be brought to the attention of the Transnet EO with reasons for the proposed change. Proposed amendments to authorized permits, licenses and/or authorizations must be approved by the Competent Authority.

- The *Contractor* must ensure that its Sub-Contractors comply with the Environmental Specifications. The *Contractor* must appoint the waste removal Service Providers who are licenced to operate within and outside the Port.

2. Post-construction period, the *Contractor* shall comply with the following:

- The *Contractor* shall be responsible for rehabilitating and cleaning all areas to the satisfaction of the TNPA Environmental Manager or Environmental Officer. Sufficient environmental budget must be allocated to achieve this including all environmental requirements for the project for the duration of the contract.

d. Quality assurance requirements

The *Contractor* shall have, maintain and demonstrate its use to the *Project Manager* (and/or the *Supervisor* to satisfy the requirements set out in the Scope of Works as appropriate) the documented Quality Management System to be used in the performance of the Works as per the TNPA-QUAL-REQ-14.1. The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the Project Manager).

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

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

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

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

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

e. Programming Requirements

A programme is required to be submitted with the tender submission, and thereafter in accordance with the intervals prescribed in the NEC3 ECC clause 31.2 *Contract* documentation.

Although there is no present priority for the penetration sequence, this may change during the *Contract*. The Supervisor will instruct the *Contractor* of any priorities should they arise.

The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of the CEMP, SES, PES and CHSMP together with the associated environmental method statements.

The *Contractor* presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy format and in soft copy format.

The *Contractor* uses Primavera P6 version 15 or above for his programme submissions or a similar programme software package equivalent to Primavera version 15 or above subject to the prior written notification and acceptance by the *Project Manager*.

The *Contractor* shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.

The *Contractor's* programme shows duration of operations in working days (See Section 8.2).

The following activities/ periods, measured against the start date and site access date, are required to be shown in the program:

- For establishment of the equipment and plant to the site.

- For preparation of safety and environment documentation, medicals etc.
- For contract close-down (submission of construction data and records).

Transnet's expectations in this regard, against which the Tenderer will be evaluated, are as follows:

- For establishment of the equipment and plant to the site – 2 weeks.
- For preparation of safety and environment documentation, medicals etc – the same 2 weeks as allowed for establishment.
- For contract close-down (submission of construction data and records) – 1st submission for TNPA review within 5 weeks of the completion of the last phase of demolitions, 1 week for TNPA review, and final submission within 1 week of the completion of the TNPA review. The end-of-year shut down period may influence this activity and should be considered.

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

- Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
- Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below.
- Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned a code. The *Project Manager* notifies any subsequent layouts and corresponding filters on revised programmes.
- Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the *Contractor* relating to all operations identified on the programme representing the daily activities by each discipline.
- A narrative status reports.

The *Contractor* shows on each revised programme he submits to the *Project Manager* a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the *Contractor*.

The *Contractor* submits programme report information to the *Project Manager* at weekly intervals in addition to the intervals for submission of revised programmes stated under *Contract Data Part One*.

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

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

f. Provision of bonds and guarantees

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

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

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

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

- a) Records of design employee's location of work (if appropriate);
- b) Records of Equipment used and people employed outside the Working Areas (if applicable)

h. The *Contractor's* Invoices

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

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

The invoice states the following:

Invoice addressed to Transnet SOC Ltd;

Transnet SOC Limited's VAT No: 4720103177;

Invoice number;

The *Contractor's* VAT Number; and

The Contract number: TNPA/2025/02/0012/90062/RFP`

The invoice contains the supporting detail.

The invoice is presented by hand delivery.

Invoices submitted presented to:

Transnet National Ports Authority

237 Mahatma Gandhi Road

Durban

For the attention of the *Project Manager*.

i. People

Minimum requirements of people employed on the Site entail the following:

- 1. Professionally Registered Mechanical Engineer**
- 2. Commissioner**
- 3. Project Manager**
- 4. Safety Officer**

The Contractor should submit a valid ASIB "Competent Sprinkler Installer" (or Supervising Installer) certificate for all sprinkler-system work; and A valid SAQCC "Competent Fire Detection Installer" (or Supervising Installer) certificate for all detection-system work. People employed on the Site should be sufficiently trained to perform the required tasks.

People employed on site should be equipped with the required PPE. These include hard hats, reflective vests, safety boots, safety gloves, safety glasses, ear plugs and life jackets (for those working on the floating barge/ platform.

Project Industrial Relations Policy and Management Plan:

The *Contractor* complies with the following Project Industrial Relations Policy and Management Plan (PIRPMP):

CONTRACTOR LIABILITY

- The *Contractor* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the *Contractor's* employees, which loss will include any indirect or consequential damages.
- The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's* employees shall take place on Transnet premises, whether owned or rented by Transnet.
- The *Contractor* shall give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.
- The *Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.
- The *Contractor* is required to develop a Contingency Strike Handling Plan, which plan the Contractor is obliged to update on a three-monthly basis. The *Contractor* must provide Transnet with this plan and all updates to the Plan. The *Contractor* is responsible to communicate with its employees on site details of the plan.

INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES

- In the event of any industrial action by the *Contractor's* employees, the *Contractor* is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.
- The *Contractor* warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the *Contractor's* employees.
- In the event of any industrial action by the *Contractor's* employees, the Contractor is obliged:
 - a To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the

industrial action persists the *Contractor* is required to deliver the report at 8h30 each day.

- b The Industrial Action Report must provide at least the following information:
 - Industrial incident report,
 - Attendance register,
 - Productivity / progress to schedule reports,
 - Operational contingency plan,
 - Site security report,
 - Industrial action intelligence gathered.
 - c The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.
 - d The management of the *Contractor* is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.
- The resolution of any disputes or industrial action by the *Contractor's* employees is the sole responsibility of the *Contractor*.
 - Access to Transnet premises by the *Contractor* and its employees is only provided for purposes of the *Contractor* delivering its services to Transnet. Should the *Contractor* and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will be deemed to be trespassing.

a) Plant and Materials

- ii. The *Contractor* provides Plant and Materials for inclusion in the *works* in accordance with SANS 1200A sub-paragraph 2.1, unless otherwise stated elsewhere in the *Works* Information provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this *Works* Information or as may be subsequently instructed by the *Project Manager*.
- iii. Where Plant and Materials for inclusion in the *works* originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.

- iv. The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.
- v. Plant & Materials provided "free issue" by the *Employer*

The *Employer* will not provide any Plant and Materials for the *Contractor* to use in the *works*

- vi. The Plant and Materials provided by the *Employer* are solely at the risk of the *Contractor* for inclusion in the *works*. The *Contractor* takes responsibility for ensuring the Plant and Materials do not contain a Defect(s) and are in compliance with the standards stated elsewhere in the *Works Information*.
- vii. The *Contractor* provides all other Plant and Materials necessary for the *works* not specifically stated to be provided "free issue" by the *Employer*.
- viii. *Contractor's* procurement of Plant and Materials
- ix. Spares and consumables

The *Contractor* provides all necessary spares and consumables to the *Employer*.

b) Contractor's Equipment (including temporary works).

- x. The *Contractor* provides all equipment required for the execution of the *works*.
- xi. The Equipment category is subject for acceptance tests and inspections by the *Project Manager* prior to using the Equipment on the Site and/or Working Areas.

9. Procurement

a. Code of Conduct

Transnet 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:

- a) The Transnet Procurement Procedures Manual (PPM);

- b) Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- c) The Public Finance Management Act (PFMA);
- d) The Broad Based Black Economic Empowerment Act (B-BBEE); and
- e) The Anti-Corruption Act.

This code of conduct has been included in this contract to formally apprise 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 will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.*
 - a) 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.
 - b) Employees must not accept or request money or anything of value, directly or indirectly, 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 decision stakeholders involved in sourcing decisions; or
 - Gain an improper advantage.
 - c) 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 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.

- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend (fronting)
3. *Transnet's relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits.*
- a) 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, B-BBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation, or other aggressive actions towards Transnet employees.
- b) 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.
- c) Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

1. *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.*
- a) Doing business with family members
- b) Having a financial interest in another company in our industry

b. Subcontracting

7.2.1 The *Contractor* uses one of the following specialists and suppliers as his Sub-Contractors:

There are no Transnet preferred Sub-Contractors (to include suppliers) at present. However, on a project specific basis, please consider Plant installed on (e.g.) adjacent contracts, existing plant at the Site etc. and consider statements for preferred Sub-

Contractors for overall compatibility with Transnet owned plant for maintenance purposes or otherwise.

7.2.2 The *Contractor* shall not employ or bring a Sub-Contractor onto the Site and/or Working Areas without the prior approval of the *Project Manager*. Further, he shall appoint his Sub-Contractor(s) under the NEC3 Engineering Contract Sub-Contract unless approved otherwise by the *Project Manager*.

7.2.3 Where the *Contractor* employs a Sub-Contractor who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a Sub-Contractor operating on the Site and/or Working Areas, then the responsibilities as determined in the construction regulation 5 shall apply.

7.2.4 The *Contractor* ensures that a Sub-Contractor complies fully with the *Contractor's* Quality Management System (as described in the Works Information). Quality system requirements shall be applied on all subcontracts to the point where the acceptability of supplies can be demonstrated solely by the conduct of inspection and/or examination of goods upon receipt at the designated point of delivery.

ANNEXURES

All Annexures are those listed in the Annexure Summary appended to this Works Information. All Annexures as listed in the Annexure Summary must be regarded as being part of the Works Information.

The Contractor is to take note that projects were previously managed by TGC / Transnet Group Capital, hence some of the references, annexures or specifications will retain as TGC / Transnet Group Capital though the project is now fully managed by TNPA.

List of Annexures

All the annexures listed hereunder shall be deemed to form part of the Works Information. The Annexures listed in the Table below are available only in the soft copy format.

	Description / Discipline	Document No(s)
A	Drawings	
B1	Transnet Integrated Management System Policy Commitment Statement	TIMS Policy Commitment Statement

B2	Standard Operating Procedure Construction Environmental Management	009-TCC-CLO-SUS-11386 Version 1.0
B3	<i>Contractor</i> Environmental and Sustainability Specification Guidelines	TRN-IMS-GRP-GDL-014.4 Version 3.0
B4	Standard Generic EMPr DBN	
B5	TNPA Asbestos Management Plan	
B6	Fire Prevention and Flammable Liquids and Substances.	
B7	Scheduled Trades	
B8	Standard Operating Procedure: Minimum Environmental Management Specifications (MEMS)	
C	Contractor Documentation Submittal Requirements	DOC-STD-0001 rev 3
D	General Quality Requirements for Suppliers and Contractors	TNPA-QUAL-REQ-14.1
E	Principal Controlled Insurance	
F1	Health & Safety Pricing Schedule	TRN-IMS-GRP-GDL 014.4
F2	Health and Safety Management	
F3	Health and Safety Baseline Risk Assessment	
G	Technical Specification for Design, Supply, Delivery, Installation and Commissioning of Fire Detection system	KZNLH-1-14-SP-1001
H	Technical Specification for Design, Supply, Delivery, Installation and Commissioning of Fire Suppression system	KZNLH-1-14-SP-1002
I	Technical Specification for Detailed Design, Supply, Delivery, Installation and Commissioning of Internal Water Reticulation	KZNLH-1-14-SP-1003

J	Technical Specification for Supply, Delivery, Installation, Testing and Commissioning of Heating, Ventilation, and Air Conditioning (HVAC) System for the New Clothing Facility in the Port of Durban	KZNLH-1-14-SP-1004
K	Technical Specification for Supply, Delivery, Installation, Testing and Commissioning of Fire Sprinkler System	
L	Engineering Drawing Standards	AMP 010 – Rev00
M	Standard for uniformity in Engineering and Construction	
N	Project Industrial Relations Policy and Management Plan (PIRPMP)	

Part C4 Site Information

Contents

PART C4: SITE INFORMATION 1

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SECTION 1

Core clause 11.2(16) states

“Site Information is information which

Describes the Site and its surroundings and

Is in the documents which the Contract Data states it is in.”

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

1 Port of Durban

Transnet National Ports Authority (TNPA) plays a critical role in the logistics business through its eight Ports located in the various provinces in South Africa (SA). To improve its service offering, TNPA must take continual actions to create the necessary Port capacity ahead of demand whilst lowering the cost of doing business to keep the SA economy in a competitive space.

For TNPA to reach full automotive capacity in the Port of Durban, the expansion of the Point Automotive Terminal is necessary, which requires the demolition of buildings and structures in the area. This in turn necessitates displacement of some operations and resources.

2 Site Description

The site for the Fire Protection and Detection System Installation at the 06 Toulon Road Building is located within the Port of Durban’s boundaries. Due to the sensitivity of this zone, the port is protected under the National Key Points Act 102 of 1980. Adherence to this act is enforced by the Port’s acts and Port’s management, representing the various tenants in the area, and the landlord, TNPA.

Access and Access Permits

Access to Port of Durban is strictly controlled. Access permits are issued by Transnet National Ports Authority (TNPA) against receipt of written request from an entity already operating within the Port. Positive identification (ID document or driver’s license) is required for each person requesting an access permit. The Employer will assist the *Contractor* to obtain the required access permits.

Maintaining client’s access

The surrounding areas of the sites are used by the clients whose varied interests shall be protected where possible by the *Contractor* during the contract. The *Contractor* shall keep the safe passage of traffic to, from and within the site at all times. This shall entail the provision of flagmen, protective barriers, signs, etc. for protection, direction and control of traffic. The *Contractor* shall maintain the speed limit of 20km/h when driving within the site.

The *Contractor* shall take every reasonable precaution to prevent damage to any roads or entrances used to access the site and shall restrict loads to avoid damages to the entrance to site.

3 Laydown Area/Site Office Location

An area will be made available for the establishment of a site camp. This will be pointed out to the successful bidder. The *Contractor* may establish his offices, storage areas and plant within his site camp. Site camp security shall be the responsibility of the *Contractor*. A layout design/plan of the site camp will be submitted to the Employer for approval prior to the site establishment by the *Contractor*.

The site camp shall be clearly sign posted as such and be compliant with the relevant prevailing safety regulations and restrictions until the *Contractor* has de-established the camp and this has been approved by the Project Manager or NEC ECC3 Supervisor.

4 Coastal Information

Tidal Range

Tidal levels for Durban harbour are as shown in Table 1.

Table 1: Astronomical Tide Predictions

(SA Navy Hydrographic Office, 2008, converted to Chart Datum, Port)

Tide	Abbreviation	Level (m, Chart Datum Port*)
Highest Astronomical Tide	HAT	2.287
Mean High Water Springs	MHWS	1.997
Mean Level	ML	1.097
Mean Low Water Springs	MLWS	0.197
Lowest Astronomical Tide	LAT	-0.013

*Note: Chart Datum is defined by the SA Navy Hydrographer as 0.913 metres below land levelling datum. Chart Datum Port is defined by Transnet NPA as 0.900 metres below land levelling datum. All references to Chart Datum in this document will be interpreted as Chart Datum Port.

Water levels may vary from those predicted in the astronomical tide tables due to barometric effects, and to prevailing wind and wave conditions.