

TENDER NUMBER: TNPA/2025/04/0002/92905/RFQ

DESCRIPTION OF THE WORKS: REQUEST FOR PROVISION OF THE SERVICE FOR ROOF REPAIRS TO VARIOUS BUILDING FACILITIES IN PORT OF CAPE TOWN FOR ONCE OFF PERIOD.

TRANSNET NATIONAL PORTS AUTHORITY (TNPA)
an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ)
FOR THE: PROVISION OF THE SERVICE FOR ROOF REPAIRS TO VARIOUS BUILDING FACILITIES IN PORT OF CAPE TOWN FOR ONCE OFF PERIOD.

RFQ NUMBER : TNPA/2025/04/0002/92905/RFQ
ISSUE DATE : 29 April 2025
COMPULSORY SITE MEETING : 07 May 2025
CLOSING DATE : 15 May 2025.
CLOSING TIME : 16h00
TENDER VALIDITY PERIOD : 90 days from closing date

Activity No	Activity Description	Unit	GB	Quantity	Price of each activity
A	Harbour Street Refits (Asbestos Roof)	Sum	1GB	1	
B	Damen Shipyard Roof Repairs	Sum	1GB	1	
C	South Guild Roof Repairs	Sum	1GB	1	
D	Cinco Engineering Roof Repairs	Sum	1GB	1	
E	Man-Energy Solutions South Africa Roof Repairs	Sum	1GB	1	
F	Donald Greig Concrete Slab Repairs	Sum	1GB	1	
G	Heribi House Roof Repairs	Sum	2GB	1	

- It's the intention of TNPA to award this RFQ per schedule (Split award).
- The objective criteria will be applicable in this bid as the intention is to spread the opportunity to a number of service providers.
- A maximum of two Schedules will be awarded per bidder, where possible.
- If a bidder is eligible for award to more than two Schedules, the two highest in the value schedules will be awarded to that bidder.

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

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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).

COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at Procurement Building, 1929 South Arm Road V & A Waterfront on the 07 May 2025, at 10:00am [10 O'clock]. We will meet and go straight to the sites as we have 7 sites to visit on the day. This will be site meetings [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, 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</p>
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	<p>Tender as proof of attendance is required for a compulsory site meeting and.</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</i> Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>16:00 on (15/05/2025)</p> <p>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.**

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

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;

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- 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 [clause 12 on T2.2-14 [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
 - 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*
5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderer are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. The CSD can be accessed at

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<https://secure.csd.gov.za/>. Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number..... and Unique registration reference number.....

**Transnet urges its clients, suppliers and the general public
to report any fraud or corruption to
TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com**

T1.2 TENDER DATA

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

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

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

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

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

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	Part C2: Pricing data	C2.1 Pricing instructions C2.2 Bill of Quantities/Activity Schedule
	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 Lead
	Name:	Khulekani Sikhosana
	Address:	1929 South Arm Road, V & A Waterfront
	Tel No.	
	E – mail	TNPATenderEnquiriesCPT@transnet.net
C.2.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p>1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:</p> <p>2. Stage Two - Eligibility in terms of the Construction Industry Development Board:</p> <p>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 1GB or higher class of construction work, are eligible to have their tenders evaluated.</p> <p>The tenderer shall provide a certified copy of its signed joint venture agreement</p> <p><i>Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.</i></p>	
C.2.7	<p>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 appearing on the attendance register.</p>	

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Tenderers are also **required to bring their RFQ document to the site meeting 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:
- Contact person and details:
- The Tender Number:
- The Tender Description

Documents must be marked for the attention of:

Employer's Agent:

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

C.2.15 The closing time for submission of tender offers is:

Time: **16:00** on the **15 May 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 **90 days** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.

Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.

2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;

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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.

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

C.3.11. Tenders will be evaluated further in accordance with the 80/20 as described in Preferential Procurement Regulations.

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

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

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

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

Specific goals applicable for this Procurement event:

No	SPECIFIC GOALS	NUMBER OF POINTS (80/20 SYSTEM)
1	B-BBEE Status Level of Contributor: 1 or 2	15
2	50% Black Youth Owned Entities	5
3	Non-compliant and/or B-BBEE level 3 – 8 Contributors	0
	OR Above 500k	
1	B-BBEE Status Level of Contributor: 1 or 2	5
2	30% Black women-owned entities	5

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3	Entities Owned by People with Disability (PWD)	5	
4	50% Black Youth Owned Entities	5	
5	Non-compliant and/or B-BBEE level 3 – 8 Contributors	0	

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate in case of JV, a consolidate scorecard will be accepted as per DTIC guidelines
30% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accepted) as per DTIC guidelines
50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accepted)
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners and a note confirming the disability and/or Employment Equity Act 1(EEA1) form.
Entities/Black People living in rural areas	Entity's Municipal/ESKOM bill or letter from Indur confirming residential address not older than 3 months
South African Enterprises	CIPC Registration Documents
EME or QSE 51% Black Owned	B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accepted) as per DTIC guidelines
Entities that are 51 % Black Owned	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate in case of JV, a consolidate scorecard will be accepted as per DTIC guidelines
Promoting exports orientated production for Job creation	Returnable section/annexure.....on job creation
Local Content and Local Production	Returnable Local Content and production Annexure
NIPP	NIPP Returnable documents
Creation of new jobs and labour intensification	Returnable section/annexure.....on job creation
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are:	Sub-contracting agreements and Declaration / Joint Venture Agreement. Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accepted) of the sub-contracting entities.

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I. 30% Black Women, 51% black Youth and 51% people with disabilities II. Entities with a specified minimum B-BBEE level (1 and 2) III. EMEs and/or QSEs who are 51% black-owned	
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area	CIP - Registered address of entity

The maximum points for this bid are allocated as follows:

<u>DISCRIPTION</u>	<u>POINTS</u>
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals must not exceed	100

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

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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. These objective criteria include the TNPA's intention to award this RFQ per schedule (Split award), a maximum of two Schedules will be awarded per bidder, where possible, if a bidder is eligible for award to more than two Schedules, the two highest in the value schedules will be awarded to that bidder.;

the tenderer:

- a) Transnet reserves the right to award the tender to the tenderer who scores the highest number
- b) of points overall, unless there are objective criteria which will justify the award of the tender to
- c) another tenderer. The objective criteria Transnet may apply in this bid process include:
- d) Transnet Request for Quotation No: TNPA/2025/04/0002/92905/RFQ

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Returnable documents

Respondent's Signature Date & Company Stamp

- e) 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:
- f)
- g) a) Bidder is not in good standing with Transnet National Ports Authority due to a poor track record
- h) of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
- i) b) There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or
- j) continues to be in breach of any of the provisions contained in the Integrity Pact;
- k) c) The Probity check undertaken by Transnet National Ports Authority establishes the existence of
- l) any unmitigated risks which would have a negative impact on the project;
- m) d) Unless the appointment of the bidder would result in a negative impact on Transnet's Return on
- n) Investment;
- o) e) It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances
- p) where the bidder has been awarded business previously and the award of the tender will result
- q) in inequitable allocation of business;
- r) f) The tenderer or its members, directors, partners:
- s) ▪ Is under restrictions as contemplated in the Integrity Pact,
- t) ▪ Is a subject of a process of restriction by Transnet or other state institution that Transnet
- u) may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or
- v) facts in relation to the alleged wrongdoing on the basis of which the restriction process has
- w) been initiated;

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- x) g) cannot, as necessary and in relation to the proposed contract, demonstrate that it possesses the
- y) professional and technical qualifications, professional and technical competence, financial
- z) resources, equipment and other physical facilities, managerial capability, reliability, experience
- aa) and reputation, expertise and the personnel, to perform the contract;
- bb) h) has no legal capacity to enter into the contract;
- cc) i) is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies
- dd) Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or
- ee) suspended their business activities, or is subject to legal proceedings in respect of any of the
- ff) foregoing;
- gg) j) does not comply with the legal requirements, if any, stated in the tender data; and
- hh) k) is not able to perform the contract free of conflicts of interest.
- ii) l) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

T2.1 List of Returnable Documents

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

- T2.2-01 **Stage one as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting
- T2.2-02 **Stage two as per CIDB: Eligibility Criteria Schedule** - CIDB Registration with 1GB or higher grading;
- T2.2-03 Stage Three as per CIDB: Eligibility in terms of Legislation with Compensation Commissioner – Letter of Good Standing with the Compensation Fund

2.1.3 Returnable Schedules:

General:

- T2.2-04 Authority to submit tender
- T2.2-05 Record of addenda to tender documents
- T2.2-06 Risk Elements
- T2.2-07 Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1.
- T2.2-08 Health and Safety Questionnaire

Agreement and Commitment by Tenderer:

- T2.2-09: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-10 Non-Disclosure Agreement
- T2.2-11 RFQ Declaration Form
- T2.2-12 RFP – Breach of Law
- T2.2-13 Certificate of Acquaintance with Tender Document
- T2.2-14 Service Provider Integrity Pact
- T2.2-15 Supplier Code of Conduct

2.1.4 Bonds/Guarantees/Financial/Insurance:

- T2.2-16 Insurance provided by the Contractor

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

2.3 C1.2 Contract Data

2.4 C2.1 Pricing Instructions

2.5 C2.2 Bill of Quantities

2.6 C3 Works Information

2.7 C4 Site Information

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:	Procurement Building, 1929 South Arm Road V & A Waterfront on the	
On (date)	07 May 2025	Starting time: 10:00am [10 O'clock]

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 1GB or Higher class of construction work according to the selected project, are eligible to have their tenders evaluated.

T2.2-03 Eligibility Criteria Schedule: 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:

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T2.2-04: 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 - SOLE PROPRIETOR

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

TENDER NUMBER: TNPA/2025/04/0002/92905/RFQ

DESCRIPTION OF THE WORKS: REQUEST FOR PROVISION OF THE SERVICE FOR ROOF REPAIRS TO VARIOUS BUILDING FACILITIES IN PORT OF CAPE TOWN FOR ONCE OFF PERIOD

B. Certificate for PartnershipWe, 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 Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

T2.2-05: 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		

T2.2-06: Risk Elements

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

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

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

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

T2.2-07 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 issues 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.

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SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxxx):

Company Trading Name						
Company Registered Name						
Company Registration No or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	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	

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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							

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% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans			
<p>Please Note: Please provide proof of B-BBEE status as per Appendix C and D:</p> <ul style="list-style-type: none"> • Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency. • EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively. • Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability. • A certified South African identification document will be required for all Black Youth Ownership. 							

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

DESCRIPTION OF THE WORKS: REQUEST FOR PROVISION OF THE SERVICE FOR ROOF REPAIRS TO VARIOUS BUILDING FACILITIES IN PORT OF CAPE TOWN FOR ONCE OFF PERIOD

Agreed plan that will be crafted with the supplier in regard to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company).	*If Yes- Attach supporting documents
ENTERPRISE DEVELOPMENT BENEFICIARY A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES <input type="radio"/> NO <input type="radio"/>
SUPPLIER DEVELOPMENT BENEFICIARY A supplier that we are already doing business with or transacting with, and we are also assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES <input type="radio"/> NO <input type="radio"/>
GRADUATION FROM ED TO SD BENEFICIARY When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES <input type="radio"/> NO <input type="radio"/>
ENTERPRISE DEVELOPMENT RECIPIENT A supplier that isn't in our value chain as yet, but we have assisted them with an ED intervention	YES <input type="radio"/> NO <input type="radio"/>

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

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths

APPENDIX C**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Vat Number (If applicable)	
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>

DESCRIPTION OF THE WORKS: REQUEST FOR PROVISION OF THE SERVICE FOR ROOF REPAIRS TO VARIOUS BUILDING FACILITIES IN PORT OF CAPE TOWN FOR ONCE OFF PERIOD

	<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 % = _____%

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- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

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

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

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

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

APPENDIX D**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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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,

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

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature

.....

DESCRIPTION OF THE WORKS: REQUEST FOR PROVISION OF THE SERVICE FOR ROOF REPAIRS TO VARIOUS BUILDING FACILITIES IN PORT OF CAPE TOWN FOR ONCE OFF PERIOD

Date

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

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T2.2-08: Health and Safety Questionnaire

Health, Safety Questionnaire

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

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3. CERTIFICATE OF RECOGNITION	
Does your company have a Certificate of Recognition? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, what is the Certificate No. _____ Issue Date _____	

4. SAFETY PROGRAM					
Do you have a written safety program manual? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide a copy for review					
Do you have a pocket safety booklet for field distribution? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide a copy for review					
Does your safety program contain the following elements:					
	YES	NO		YES	NO
CORPORATE SAFETY POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EQUIPMENT MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT NOTIFICATION POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EMERGENCY RESPONSE	<input type="checkbox"/>	<input type="checkbox"/>
RECORDKEEPING & STATISTICS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
REFERENCE TO LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
PROGRESSIVE DISCIPLINE POLICY	<input type="checkbox"/>	<input type="checkbox"/>	WORKPLACE INSPECTIONS	<input type="checkbox"/>	<input type="checkbox"/>
RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	INVESTIGATION PROCESS	<input type="checkbox"/>	<input type="checkbox"/>
PPE STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	TRAINING POLICY & PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>
ENVIRONMENTAL STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMMUNICATION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>
MODIFIED WORK PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>			

5. TRAINING PROGRAM					
5A. Do you have an orientation program for new hire employees? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, include a course outline. Does it include any of the following:					
	YES	NO		YES	NO
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	CONFINED SPACE ENTRY	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	TRENCHING & EXCAVATION	<input type="checkbox"/>	<input type="checkbox"/>
INJURY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	SIGNS & BARRICADES	<input type="checkbox"/>	<input type="checkbox"/>
LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	DANGEROUS HOLES & OPENINGS	<input type="checkbox"/>	<input type="checkbox"/>
RIGHT TO REFUSE WORK	<input type="checkbox"/>	<input type="checkbox"/>	RIGGING & CRANES	<input type="checkbox"/>	<input type="checkbox"/>
PERSONAL PROTECTIVE EQUIPMENT	<input type="checkbox"/>	<input type="checkbox"/>	MOBILE VEHICLES	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	PREVENTATIVE MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
PROJECT SAFETY COMMITTEE	<input type="checkbox"/>	<input type="checkbox"/>	HAND & POWER TOOLS	<input type="checkbox"/>	<input type="checkbox"/>
HOUSEKEEPING	<input type="checkbox"/>	<input type="checkbox"/>	FIRE PREVENTION & PROTECTION	<input type="checkbox"/>	<input type="checkbox"/>
LADDERS & SCAFFOLDS	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRICAL SAFETY	<input type="checkbox"/>	<input type="checkbox"/>

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FALL ARREST STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMPRESSED GAS CYLINDERS	<input type="checkbox"/>	<input type="checkbox"/>
AERIAL WORK PLATFORMS	<input type="checkbox"/>	<input type="checkbox"/>	WEATHER EXTREMES	<input type="checkbox"/>	<input type="checkbox"/>

5B. Do you have a program for training newly hired or promoted supervisors? ☐ Yes ☐ No

(If Yes, submit an outline for evaluation. Does it include instruction on the following:

	Yes	No		Yes	No
EMPLOYER RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY COMMUNICATION	<input type="checkbox"/>	<input type="checkbox"/>
EMPLOYEE RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	FIRST AID/MEDICAL PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
DUE DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	NEW WORKER TRAINING	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY LEADERSHIP	<input type="checkbox"/>	<input type="checkbox"/>	ENVIRONMENTAL REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>
WORK REFUSALS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
INSPECTION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>	PRE-JOB SAFETY INSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	DRUG & ALCOHOL POLICY	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	PROGRESSIVE DISCIPLINARY POLICY	<input type="checkbox"/>	<input type="checkbox"/>
SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFICATION REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>

6. SAFETY ACTIVITIES

Do you conduct safety inspections?

Yes No Weekly Monthly Quarterly

☐ ☐ ☐ ☐ ☐

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

Who follows up on inspection action items?

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

Yes No Daily Weekly Biweekly

☐ ☐ ☐ ☐ ☐

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

Yes No Weekly Biweekly Monthly

☐ ☐ ☐ ☐ ☐

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

 Is the process documented? ☐ Yes ☐ No

Who leads the discussion?

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

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

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<p>Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>How does your company measure its H&S success?</p> <ul style="list-style-type: none"> 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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Director/Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
/Chief Executive Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

	Yes	No	Monthly	Quarterly	Annually
Incidents totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Incidents totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

	Yes	No	Monthly	Quarterly	Annually
Costs totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Costs totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman/general foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7D Does your company track non-injury incidents?

	Yes	No	Monthly	Quarterly	Annually
Near Miss	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8 PERSONNEL

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

Name	Position/Title	Designation
Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?		
Name	Address	Telephone Number

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Other responsibilities:		
9 REFERENCES		
List the last three company's your firm has worked for that could verify the quality and management commitment to your occupational Health & Safety program		
Name and Company	Address	Phone Number

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T2.2-09: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

Signed

Date

Name

Position

Enterprise
name

SBD 6.1**PREFERENCE POINTS CLAIM FORM**

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed **CIDB grading** per ticked project (all applicable taxes included) and therefore the 60 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; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:
80/20

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

Where

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. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

- 4.2 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.
- 4.3 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.4 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.6 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 15 points)

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

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7. SUB-CONTRACTING

(Tick applicable box)

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

- 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.

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

[illegible]

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation

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- ☐ 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;

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

WITNESSES

1.
2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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.

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

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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 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.

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- 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.
- 3.5 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

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.

T2.2-10 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.
- In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

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

9. GENERAL

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

Signed

Date

Name

Position

Tenderer

T2.2-11: RFQ 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:

TENDER NUMBER: TNPA/2025/04/0002/92905/RFQ

DESCRIPTION OF THE WORKS: REQUEST FOR PROVISION OF THE SERVICE FOR ROOF REPAIRS TO VARIOUS BUILDING FACILITIES IN PORT OF CAPE TOWN FOR ONCE OFF PERIOD

Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-14 "Service Provider Integrity Pact".

TENDER NUMBER: TNPA/2025/04/0002/92905/RFQ

DESCRIPTION OF THE WORKS: REQUEST FOR PROVISION OF THE SERVICE FOR ROOF REPAIRS TO VARIOUS BUILDING FACILITIES IN PORT OF CAPE TOWN FOR ONCE OFF PERIOD

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

IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers 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 tenderer on its List of Excluded Bidders.

TENDER NUMBER: TNPA/2025/04/0002/92905/RFQ

DESCRIPTION OF THE WORKS: REQUEST FOR PROVISION OF THE SERVICE FOR ROOF REPAIRS TO VARIOUS BUILDING FACILITIES IN PORT OF CAPE TOWN FOR ONCE OFF PERIOD

T2.2-12: REQUEST FOR QUOTATION – BREACH OF LAW

NAME OF COMPANY:

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

T2.2-13 Certificate of Acquaintance with Tender DocumentsNAME 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 RFQ. 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:

TENDER NUMBER: TNPA/2025/04/0002/92905/RFQ

DESCRIPTION OF THE WORKS: REQUEST FOR PROVISION OF THE SERVICE FOR ROOF REPAIRS TO VARIOUS BUILDING FACILITIES IN PORT OF CAPE TOWN FOR ONCE OFF PERIOD

- 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

T2.2-14 Service Provider Integrity Pact

Important Note: All potential tenderers must read this document and certify in the RFQ 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 RFQ; 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 Quotation ("RFQ") 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

T2.2-15: 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:

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-
- 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.

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- 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

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T2.2-16: 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)			

C1.1: Form of Offer & Acceptance (Please ensure that for each schedule you are bidding for, you must submit a Form of Offer and Acceptance for it)

Offer

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

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Schedule Number: _____

Schedule Name: _____

The tenderer, identified in the Offer signature block, has

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

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:**

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(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

 Name &
signature of
witness

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the

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Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

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

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

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:	
	dispute resolution Option	A: Priced contract with price list
	and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd
	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 South Arm Road Port of Cape Town Cape Town 8000
	Tel No.	TBA
10.1	The <i>Service Manager</i> is (name):	TBA

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	Address	TBA
	Tel	TBA
	e-mail	TBA
11.2(2)	The Affected Property is	Port of Cape Town
11.2(13)	The <i>service</i> is	Roof repairs to various building facilities in port of cape town
11.2(14)	The following matters will be included in the Risk Register	Working on heights
11.2(15)	The Service Information is in	The Scope of Services
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	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Two (2) weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBA
30.1	The <i>service period</i> is	Three (3) years
4	Testing and defects	Fifty-two (52) weeks after completion of each task
5	Payment	
50.1	The <i>assessment interval</i> is	Twenty fifth (25th) 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 the Rand Merchant Bank South Africa.

6	Compensation events	
60.1	The weather measurements to be recorded for each calendar month are:	<p>the cumulative rainfall (mm)</p> <p>The cumulative of Before the Completion date for the task and At the place stated in the Contract Data</p> <p>The value of which, by comparison with the weather data, is shown to occur on average less frequently than once in ten years.</p> <p>Only the difference between the weather measurement and the weather which the weather data show to occur on average less frequently than once in ten years is taken into account.</p>
	The place where weather is to be recorded (on the Site) is:	Port of Cape Town
	The weather data are the records of past weather measurements for each calendar month which were recorded at:	Contract site
	and which are available from:	South African Weather Service 012 367 6023 or info3@weathresa.co.za
7	Use of Equipment Plant and Materials	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	Nothing
83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is:	Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.
83.1	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:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.

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83.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	The Total of the Prices
83.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	The Total of the Prices.
83.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	The Total of the Prices.
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	Two (2) weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa)
	If no <i>Adjudicator nominating body</i> is entered, it is	The Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Cape Town, 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	
X1	Price adjustment for inflation	

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X1.1	The <i>base date</i> for indices is	July 2024		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.30	Labour (People)	The SEIFSA Labour Indices: Table C-3
		0.15	Plant (Equipment)	The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.
		0.54	Material (Civil)	The "Civil Engineering Material - Total" index in Table 6 (Civil engineering material price indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.

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		0.01	Fuel	The "Diesel" index in Table 1 (PPI for final manufactured goods) of the Statistical Release P0142.1 "Producer Price Index" published by Statistics South Africa.
		1.00		
		0.15		Non-adjustable
X2	Changes in the law	No additional data is required for this Option		
X2.1	A change in the law:	is a compensation event if it occurs after the Contract Date		
X17	Low service damages			
X17.1	The <i>service level table</i> is in	C3		
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	The actual loss of the Employer		
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 of an item of Equipment 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 the excluded matters, is limited to	Total of the Prices.		
X18.5	The <i>end of liability date</i> is	None.		
X19	Task Order			
X19.1	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Two (2) days of receiving the Task Order		
Z	Additional conditions of contract			

Z1 Obligations in respect of Termination	
Z1.1	<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 incorporated 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)
Z1.2	<p>Termination Table</p> <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>
Z1.3	<p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>
Z2 Right Reserved by Transnet to Conduct Vetting through SSA	
Z2.1	<p>Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> 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.
Z3 Additional clause relating to Collusion in the Construction Industry	

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Z3.1	The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.
Z4	Protection of Personal Information Act
Z4.1	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
Z.5	Obligations in respect of Subcontracting
Z5.1	It will be a material term of this contract that the <i>Contractor</i> must subcontract a minimum of 30% of the value of the contract.
Z5.2	The <i>Contractor's</i> Subcontracting percentage as detailed in the tender submission Returnable T2.2-12 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.
Z5.3	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.
Z5.4	<p>Insert addition to Clause 26.2. The <i>Contractor</i> may not replace any sub-contractor without acceptance of the <i>Service Manager</i>. The <i>Service Manager</i> shall before acceptance of a replacement by the <i>Contractor</i> of any sub-contractor as detailed in the tender submission Returnable T2.2-12, obtain representations or input from the initial sub-contractor to make an informed decision as to the proposed replacement.</p> <p>The sub-contracting arrangement/contract remains between the <i>Contractor</i> and sub-contractor.</p>
Z6	Additional clauses relating to Joint Venture

Z6.1

In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date. The Joint Venture agreement shall contain but not be limited to the following:

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

Z6.2

- **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.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

The tendering contractor is advised to read both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (ECC) in order to understand the implications of this Data which the tenderer is required to complete.

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(14)	The following matters will be included in the Risk Register	.....
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	.....
21.1	The plan identified in the Contract Data is contained in:	.....
24.1	The key persons are: 1 Name: Job:	..... .....

DESCRIPTION OF THE WORKS: REQUEST FOR PROVISION OF THE SERVICE FOR ROOF REPAIRS TO VARIOUS BUILDING FACILITIES IN PORT OF CAPE TOWN FOR ONCE OFF PERIOD

Responsibilities:

Qualifications:

Experience:

2 Name:

Job

Responsibilities:

Qualifications:

Experience:

.....

CV's (and further key person's data including CVs) are in

A	Priced contract with price list
11.2(12)	The <i>price list</i> is in
11.2(19)	The tendered total of the Prices is R.....



PART 2: PRICING DATA

Document reference	Title	No of pages
C2.2	Activity Schedule	

C2.1 Pricing Instructions: Option A

1. The *conditions of contract*

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

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

Identified and defined terms

- 11 (20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.
- 11.2 (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.
- (27) The Price for Work Done to Date is the total of the Prices for
- each group of completed activities and
 - each completed activity which is not in a group
- A completed activity is one which is without Defects which would either delay or be covered by immediately following work.
- (30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

1.2. Measurement and Payment

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

DESCRIPTION OF THE WORKS: REQUEST FOR PROVISION OF THE SERVICE FOR ROOF REPAIRS TO VARIOUS BUILDING FACILITIES IN PORT OF CAPE TOWN FOR ONCE OFF PERIOD

- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.
- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

C2.2 Activity Schedule

The Tenderer details his Activity Schedule below or makes reference to his Activity Schedule and attaches it to this schedule.

The details given below serve as guidelines only and the Tenderer may split or combine the activities to suit his particular methods.

Activity No	Activity Description	Unit	GB	Quantity	Price of each activity
A	Harbour Street Refits (Asbestos Roof)	Sum	1GB	1	
B	Damen Shipyard Roof Repairs	Sum	1GB	1	
C	South Guild Roof Repairs	Sum	1GB	1	
D	Cinco Engineering Roof Repairs	Sum	1GB	1	
E	Man-Energy Solutions South Africa Roof Repairs	Sum	1GB	1	
F	Donald Greig Concrete Slab Repairs	Sum	1GB	1	
G	Heribi House Roof Repairs	Sum	2GB	1	

Schedule 1: Harbour Street Refits (Asbestos Roof)

DESCRIPTION OF THE WORKS: REQUEST FOR PROVISION OF THE SERVICE FOR ROOF REPAIRS TO VARIOUS BUILDING FACILITIES IN PORT OF CAPE TOWN FOR ONCE OFF PERIOD

Item No	Description	Unit	QTY	Rate	Amount (Rands)
1	Section 1: Preliminary and General				
1.1	Preliminary and General	Sum	1		
1.2	Compliance with OHS Act and Regulations (Safety file to be included) (Includes working on Asbestos-AAIA FEES)	Sum	1		
2	Section 2: Harbour Street Refits				
2.1	Allowance for Cherry Picker for 3 days (12m -18m high)	Day	3		
2.2	Remove roof damaged roof sheets	m ²	75		
2.3	Supply and install new 0.58mm IBR roof AZ200 roof sheets. Complete with galvanized fasteners, color to match	m ²	75		
2.4	Apply waterproof sealant to all required joining and screw sections	Sum	1		
	Sub Total (Vat Excl.)				
	Add 15% VAT				
	Total				

Schedule 2: Damen Shipyard Roof Repairs

DESCRIPTION OF THE WORKS: REQUEST FOR PROVISION OF THE SERVICE FOR ROOF REPAIRS TO VARIOUS BUILDING FACILITIES IN PORT OF CAPE TOWN FOR ONCE OFF PERIOD

Item No	Description	Unit	QTY	Rate	Amount (Rands)
1	Section 1: Preliminary and General				
1.1	Preliminary and General	Sum	1		
1.2	Compliance with OHS Act and Regulations (Safety file to be included)	Sum	1		
2	Section 2: Damen Shipyard				
2.1	Allowance for Cherry Picker for 5 days (18m -30m high)	Day	5		
2.2	Remove roof damaged roof sheets	m ²	170		
2.3	Supply and install new 0.58mm IBR roof AZ200 roof sheets. Complete with galvanized fasteners, color to match	m ²	170		
2.4	Remove existing whirly birds	No	5		
2.5	Supply and install new 610mm whirly birds	No	5		
2.6	Apply waterproof sealant to all required joining and screw sections	Sum	1		
	Sub Total (Vat Excl.)				
	Add 15% VAT				
	Total				

Schedule 3: South Guild Roof Repairs

Item No	Description	Unit	QTY	Rate	Amount (Rands)
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DESCRIPTION OF THE WORKS: REQUEST FOR PROVISION OF THE SERVICE FOR ROOF REPAIRS TO VARIOUS BUILDING FACILITIES IN PORT OF CAPE TOWN FOR ONCE OFF PERIOD

1	Section 1: Preliminary and General				
1.1	Preliminary and General	Sum	1		
1.2	Compliance with OHS Act and Regulations (Safety file to be included)	Sum	1		
2	Section 2: Roof Repair – South Guild				
2.1	Scaffold higher than 3m up to 9m	Day	5		
2.2	Remove roof canopy sheets	m ²	50		
2.3	Supply and install new 0.58mm IBR roof AZ200 roof sheets. Complete with galvanized fasteners, color to match	m ²	50		
2.4	Supply and install new aluminum fascia to match the roof (225h x 10mm width)	m	11		
2.5	Supply and install new aluminum barge boards (225h x 10mm width)	m	11		
2.6	Supply and install a 4mm external aluminum corner piece	m	6		
2.7	Supply and install new purlins (76mm x 50mm x 6) timber	No	5		
2.8	Supply and install Rafters (114mm x 38mm x 4.8m) timber	No	8		
2.9	Apply waterproof sealant to all required joining and screw sections	Sum	1		
2.10	Supply and install new aluminum Box gutters	m	12		
2.11	Supply and install new aluminum downpipes	m	6		
	Sub Total (Vat Excl.)				
	Add 15% VAT				
	Total				

Schedule 4: Cinco Engineering Roof Repairs

Item No	Description	Unit	QTY	Rate	Amount (Rands)
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DESCRIPTION OF THE WORKS: REQUEST FOR PROVISION OF THE SERVICE FOR ROOF REPAIRS TO VARIOUS BUILDING FACILITIES IN PORT OF CAPE TOWN FOR ONCE OFF PERIOD

1	Section 1: Preliminary and General				
1.1	Preliminary and General	Sum	1		
1.2	Compliance with OHS Act and Regulations (Safety file to be included)	Sum	1		
2	Section 2: Roof Repair – Cinco Engineering				
2.1	Remove damaged roof sheets	m ²	140		
2.2	Dispose of all roof sheets removed from the roof to a licensed dump site	m ²	140		
2.3	Hire Cherry Picker for 2 Days (22m to 30m high)	Day	3		
2.4	Supply and install new 0.58mm IBR roof AZ200 roof sheets. Complete with galvanized fasteners, colour to match	m ²	140		
2.5	Apply waterproof sealant to all required joining and screw sections	Sum	1		
	Sub Total (Vat Excl.)				
	Add 15% VAT				
	Total				

Schedule 5: Man-Energy Solutions South Africa Roof Repairs

Item No	Description	Unit	QTY	Rate	Amount (Rands)
1	Section 1: Preliminary and General				

DESCRIPTION OF THE WORKS: REQUEST FOR PROVISION OF THE SERVICE FOR ROOF REPAIRS TO VARIOUS BUILDING FACILITIES IN PORT OF CAPE TOWN FOR ONCE OFF PERIOD

1.1	Preliminary and General	Sum	1		
1.2	Compliance with OHS Act and Regulations (Safety file to be included)	Sum	1		
2	Section 2 Man-Energy Solution South Africa Roof Repairs:				
2.1	Allowance for Cherry Picker for 3 days (12m -23m high)	Day	3		
2.2	Remove and dispose of damaged gutter off-site.	m	160		
2.3	Supply and install a new aluminum box downpipe to match the existing	m	160		
2.4	Supply and install a new aluminum box gutter to match the existing	m	70		
2.5	Apply waterproof sealant to all required joining and screw sections	Sum	1		
2.6	Supply and install new roof flashing. The flashing to match the existing roof profile and type.	m	160		
	Sub Total (Vat Excl.)				
	Add 15% VAT				
	Total				

Schedule 6: Donald Greig Concrete Slab Repairs.

Item No	Description	Unit	QTY	Rate	Amount (Rands)
1	Section 1: Preliminary and General				

DESCRIPTION OF THE WORKS: REQUEST FOR PROVISION OF THE SERVICE FOR ROOF REPAIRS TO VARIOUS BUILDING FACILITIES IN PORT OF CAPE TOWN FOR ONCE OFF PERIOD

1.1	Preliminary and General	Sum	1		
1.2	Compliance with OHS Act and Regulations (Safety file to be included)	Sum	1		
2	Section 2: Donald GREIG Concrete Slab Repairs:				
2.1	Allowance for Scaffolding for 5 days (10m-14m high)	Day	5		
2.2	Chopping and removing loose concrete and disposing of it off-site.	m ²	72		
2.3	Treatment of rusted rebar with applicable materials.	m ²	72		
2.4	Concrete screed and plaster to columns-Sika Monotop	m ²	72		
2.5	Supply and dowel Y 10 bars	m ²	72		
2.6	Supply Ply shutters to the tops, Bottom, and sides of the concrete beam.	m ²	72		
2.7	Prepare, supply, and paint the interior wall with interior protection weather guard fine-textured wall coating. Double-coated with a textured finish	m ²	72		
	Total (Vat Excl.)				
	Add 15% VAT				
	Total				

Schedule 7: Heribi House Roof Repairs

	Description	Unit	QTY	Rate	Amount (Rands)
1	Section 1: Preliminary and General				
1.1	Preliminary and General	Sum	1		

DESCRIPTION OF THE WORKS: REQUEST FOR PROVISION OF THE SERVICE FOR ROOF REPAIRS TO VARIOUS BUILDING FACILITIES IN PORT OF CAPE TOWN FOR ONCE OFF PERIOD

1.2	Compliance with OHS Act and Regulations (Safety file to be included) (Includes working on Asbestos-AAIA FEES)	Sum	1		
2	Section 2: Heribi House Roof Repairs				
2.1	Allowance for Scaffolding for 5 days (10m-14m high)	Day	20		
2.2	Remove asbestos roof sheets	m ²	320		
2.3	Remove asbestos gutters and downpipes	m ²	75		
2.4	Remove flashing and fascias	m	33		
2.5	Dispose of all roof sheets removed from the roof to a licensed dump site (Asbestos)	m ²	320		
2.6	Inspect roof trusses and purlins – Submit report on findings	No	1		
2.7	Supply and install new 0.58mm IBR roof AZ200 roof sheets. Complete with galvanized fasteners, colour to match	m ²	320		
2.8	Supply and install new aluminum fascia to match the roof (225h x 10mm width)	m	55		
2.9	Supply and install new aluminum barge boards (225h x 10mm width)	m	25		
2.10	Supply and install 4mm Nutec eaves	m ²	40		
2.11	Supply and install new double-sided Radienshield siltation	m ²	320		
2.12	Supply and install new sections of purlins 50 x 76 timber on areas that are rotten	m ²	150		
2.13	Apply waterproof sealant to all required joining and screw sections	Sum	1		
2.14	Supply and install new PVC downpipes	m	20		
1.15	Supply and install new PVC gutter	m	55		

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VARIOUS BUILDING FACILITIES IN PORT OF CAPE TOWN FOR ONCE OFF PERIOD

2.16	Supply and fit new 6.4mm rhinoboard ceiling, 75mm Gypsum coved cornice nailed to branding with galvanized clout nails and apply 2 coats of PVA paint. Lay 135mm aerolite insulation above the ceiling in between ceiling	m ²	320		
	Total (Vat Excl.)				
	Add 15% VAT				
	Total				

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PART C3: SCOPE OF WORK

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C3.2	<i>Contractor's Works</i>	43
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C3.1 EMPLOYER'S WORKS INFORMATION

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SECTION 1

1 Description of the works

1.1 Executive overview

The *works* that the *Contractor* is to perform *involve* provision for roof repairs to the required standards.

1.2 Employer's objectives

The Employer's objectives are outline the scope of services and deliverables to enhance the smooth completion of repairing of roofs.

Scope of Services: Roof Repairs for The Port of Cape Town

CIDB Grading: 1 GB or High

1. PURPOSE

The primary purpose of this document is to outline the scope of services and deliverables for addressing all damaged roofs within the Port of Cape Town. The roofs were affected by strong winds that occurred between 26 January 2025 and 18 February 2025. As the landlord, Transnet National Ports Authority (TNPA) is responsible for the structural maintenance of all tenanted buildings within the Port of Cape Town.

2. REFERENCE DOCUMENTS

This document has reference to:

- 2.1 The National Building Regulations and Standards Act 103 of 1977 as amended
- 2.2 Construction Regulations 11 of the Occupational Health and Safety Act.
- 2.3 The Assets Maintenance Principles and Procedures, Asset Maintenance Version 4.0 October 2011
- 2.4 Typical Lease Agreements
- 2.5 National Ports Act (Act No. 12 of 2005 as amended)
- 2.6 All building plan approval procedures required by the respective Building Inspectorates of Local Authorities in which TNPA Ports are located

3. FEE PROPOSAL

The Port of Cape Town has various building facilities which require urgent roof repairs and this RFQ is meant to appoint suitable service providers to execute the required work. This RFQ has been broken down into seven schedules, namely Schedule 1, 2, 3,4,5,6, & 7. Bidders may choose which schedule(s) to submit a bid for, i.e. either one or all seven

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schedules, however, our intention is to split the award for this RFQ per Schedule to one service provider. This means a maximum of one Schedule will be awarded to a successful service provider irrespective of the number of schedules a bidder might be recommended for award in. We will use the Objective Criteria as we intend to promote opportunities for more suppliers, in circumstances where the bidder has been recommended for award in more than one Schedule. In such instances, the criteria to be used to select which Schedule to award to the bidder will be based on the high-value Schedule.

When responding to this RFQ, kindly indicate below which schedule you are bidding for:

LIST OF SCHEDULES	TICK APPLICABLE SCHEDULE
Schedule:1 Harbour Street Refits (Asbestos Roof):	
Schedule 2: Damen Shipyard Roof Repairs	
Schedule 3: South Guild Roof Repairs	
Schedule 4: Cinco Engineering Roof Repairs	
Schedule 5: Man-Energy Solutions South Africa Roof Repairs:	
Schedule 6: Donald Greig Concrete Slab Repairs.	
Schedule 7: Heribi House Roof Repairs	

4. HEALTH AND SAFETY

The Service Provider is fully responsible for all issues in terms of health and safety when undertaking repair works on the buildings and for consultants used by them. The Service Provider shall ensure that they are fully compliant with all the induction requirements relevant to TNPA and to the sites. To this end, TNPA shall provide the Service Provider with the detailed requirements of the safety file and induction processes as part of the tender site meeting. The tenderer shall price for the compiling of TNPA safety files.

All safety, health, and environmental costs must be built into the Bill of Quantities for any particular repairs and maintenance works undertaken.

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5. SCOPE OF SERVICES

The Service Provider is to note that no information in any format including verbal discussion, relating to the outcome of the maintenance and/or condition assessment outlined below is to be given and/or discussed with any party including tenants of the sites. The release of all information and communication is restricted to the TNPA (Facilities Manager/Project Manager).

The work to be executed as part of this contract consists of the following:

The work to be executed as part of this contract consists of the following:

➤ Schedule 1: Harbour Street Refits (Asbestos Roof)

- Remove and dispose of damaged Roof sheets off-site.
- Supply and install a new IBR roof sheet to match the existing.
- Apply waterproof sealant to all required joining and screw sections.

➤ Schedule 2: Damen Shipyard Roof Repairs

- Remove and dispose of damaged IBR roof sheets off-site.
- Supply and install new IBR roof sheet.
- Remove the existing Whirly Birds
- Supply and install new Whirly Birds
- Apply waterproof sealant to all required joining and screw sections.

➤ Schedule 3: South Guild Roof Repairs

- Remove and dispose of damaged IBR roof sheets off-site.
- Supply and install new IBR roof sheet.
- Supply and install new aluminum corner fascia.
- Apply waterproof sealant to all required joining and screw sections.
- Supply and install new aluminum downpipes and gutters.
- Supply and install new wooden purlins and rafters.

➤ Schedule 4: Cinco Engineering Roof Repairs

- Remove damaged IBR roof Sheets.
- Dispose of all damaged IBR roof sheets off-site.
- Supply and install new IBR roof sheet.
- Apply waterproof sealant to all required joining and screw sections.

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➤ **Schedule 5: Man-Energy Solutions South Africa Roof Repairs**

- Remove and dispose of damaged gutter off-site.
- Supply and install a new aluminum box gutter and downpipe to match the existing one.
- Apply waterproof sealant to all required joining and screw sections.
- Supply and install new roof flashing. The flashing to match the existing roof profile and type

➤ **Schedule 6: Donald Greig Concrete Slab Repairs.**

- Chopping and removing loose concrete and disposing of it off-site.
- Treatment of rusted rebar with applicable materials.
- Concrete screed and plaster to columns-Sika Monotop
- Supply and dowel Y 10 bars
- Supply Ply shutters to the tops and sides of the concrete beam.
- Prepare, supply, and paint the interior wall with interior protection weather guard fine-textured wall coating. Double-coated with a textured finish

➤ **Schedule 7: Heribi House Roof Repairs**

- Remove old asbestos roof sections.
- Remove old IBR roof sections.
- Dispose all asbestos sheets removed from the roof to a licensed dump site.
- Dispose of all old IBR roof sheets off-site.
- Supply and install new IBR roof sheet.
- Supply and install new corner facia.
- Apply waterproof sealant to all required joining and screw sections.
- Supply and install new downpipes and gutters.
- Supply and install new purlins where required.

Supply and fit new 6.4mm rhino board ceiling, 75mm Gypsum coved cornice nailed to branding with galvanized clout nails and apply 2 coats of PVA paint. Lay 135mm aerolite insulation above the ceiling in between.

6. CONTRACTOR RESPONSIBILITIES

6.1 Defects and Maintenance

The contractor shall make good to the satisfaction of the Project Manager, all defective material and workmanship which are not in accordance with the contract, and which may appear within a period of twelve (12) months after the date stated in the notice of completion and shall repair all damage caused thereby.

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DESCRIPTION OF THE WORKS: REQUEST FOR PROVISION OF THE SERVICE FOR ROOF REPAIRS TO VARIOUS BUILDING FACILITIES IN PORT OF CAPE TOWN FOR ONCE OFF PERIOD

6.2 Maintenance period

The contractor shall make good to the satisfaction of the Project Manager, defective materials and/or workmanship which are not in accordance with this contract, and which may appear within the period of twelve (12) months after the date of acceptance of work, and shall repair all damage caused thereby, at the Contractors own expense.

The contractor shall rectify any defect that may arise during the maintenance period within seven (7) days of being notified by the Project Manager in writing of such defects.

6.3 Clearing of site

All excess and discarded material shall be completely removed from the area. The works will not be deemed to be complete unless the site is cleared to the satisfaction of the Project Manager. Burying of discarded material will not be permitted.

Further to the above responsibilities, the contractor shall ensure the following:

- The contractor shall provide the safety file on site.
- The contractor shall provide proof of induction that must take place before work commencement.
- The contractor shall provide proof of induction/training for the duration of the repairs and maintenance works and keep a copy in the safety file.
- The contractor shall supply all labour, transport, tools, and equipment to carry out the work required.
- The contractor shall ascertain that all staff members are competent as required by law.

- The contractor shall ascertain that all staff members use appropriate personal protective equipment where applicable as required by law.
- The contractor shall arrange for the supply of electricity and telephone, if required, to carry out the work required.
- The contractor shall maintain the site in a neat and tidy manner, to the satisfaction of the Project Manager.
- The contractor shall verify measurements on site, and these shall be confirmed by the Project Manager.
- The contractor shall ensure that all the required documents are returned as part of the tender submission; failing to submit, the tender will be disqualified.

6.4 Schedule of Prices

The following format for the schedule of prices shall be used to develop the quoted price for the works. Items may be elaborated on, but the main sections shall be maintained. All work carries a 12-month guarantee. The price schedule is separated as per the Schedules mentioned in clauses 3 and 6 so the scope of service

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DESCRIPTION OF THE WORKS: REQUEST FOR PROVISION OF THE SERVICE FOR ROOF REPAIRS TO VARIOUS BUILDING FACILITIES IN PORT OF CAPE TOWN FOR ONCE OFF PERIOD

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
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
DGN	.....
DWG	Drawings
EDMS	.....
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
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
ProgEM	Programme Environmental Manager

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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 Construction

This part of the Works Information addresses constraints, facilities, services and rules applicable to the Contractor whilst he is doing work on the Site during the construction and maintenance phase. It does not specify the work itself, as that is included in Section 6 of the Works Information.

For contracts involving civil works the approach may be to incorporate SANS1200A into the contract. Whilst many of the headings below address the same issues, the list of headings below is more comprehensive. If the headings below are used, it may be prudent to delete paragraphs 3, 4 and 5 from 1200A after checking that their requirements have been included below as necessary. A similar approach can be used in contracts involving building works where the Model Trade Preambles are incorporated.

Care should be taken to avoid inconsistency or ambiguity between this part of the Works Information and standard specifications incorporated by reference.

2.1 Temporary works, Site services & construction constraints

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

Sites such as Sasol Secunda and Koeberg Nuclear Power Station have very strict entrance requirements, which tenderers need to allow for in their Prices, and the Contractor has to comply with. State these or similar requirements here.

2.1.2 The Contractor complies with the following [state relevant details of entry (and exit) permissions and restrictions for personnel at the Site] requirements of the Employer:

.....

*State procedure or procedures
 Please include the above statement, where necessary, at paragraph 3.1.2 of the Works Information.*

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

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In addition to the above there may be other restrictions once on the Site, plus rules relating to roads, walkways and the provision of barricades

- 2.1.4 The *Contractor* complies with the following [state relevant details of any access / egress permissions and restrictions for personnel and Equipment within the Site boundaries] requirements of the *Employer*:

.....

State procedure or procedures

Please include the above statement, where necessary, at paragraph 3.1.2 of the Works Information.

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

.....

Restrictions and hours of work may apply on some Sites. It is very important that the Contractor keeps records of his people on Site, including those of his Subcontractors which the Project Manager or Supervisor have access to at any time. These records may be needed when assessing compensation events.

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

.....

Insert relevant details

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

Please include the above default statements at paragraph 3.1.5 of the Works Information.

- 2.1.8 Health and safety facilities on Site

Section 0 deals with contractual H & S requirements in addition to those of the OHSA Act. This section allows the Employer to state what measures are to be taken on Site against disease and epidemics and in emergencies. Also describe where First Aid facilities provided by the Employer are located and any other emergency arrangements. Do not use if already addressed in 2.3. The cross reference from Clause 27.4 (18.1 in ECC) applies.

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

Please include the above default statement under paragraph 3.1.4 of the Works Information.

If the Contractor's obligations re: Health and Safety for construction activities are properly communicated via the HMG quality policy contained within documents reference HMG-HS-M-001, HMG-HS-SMP-002 and TCP-HAS-STD-001, then no further statements are required here under paragraph 3.1.4 of C3.1 Employer's Works Information.

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

This sub-paragraph may not be required if these matters are dealt with in the general environmental requirements referred to in paragraph 2.4 above.

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

Please include the above statement under paragraph 3.1.5 of the Works Information.

- 2.1.12 Title to Materials from demolition and excavation

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Clause 73.2 states that the Contractor has title to Materials from excavation and demolition (e. g. copper) only as stated in the Works Information. Hence state here any special arrangements regarding such title. If nothing is stated then the default position is the Contractor has no such title.

2.1.13 The Contractor has title to all Materials arising from excavation and demolition in the performance of the works with the exception of:

.....

Insert relevant details

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.

Please include the above default statements under paragraph 3.1.6 of the Works Information.

Please consider the Site and the works and make appropriate statements for the retention of title (ownership) in valuable materials arising in which the Employer might take the benefit of sale/disposal etc.

2.1.14 Cooperating with and obtaining acceptance of others

This sub-paragraph could be used to deal with two issues.

1) The cross reference from core clause 25.1 about cooperation generally as well as details about others with whom the Contractor may be required to share the working areas. See clause 11.2(10) for the definition of Others.

2) Requirements for liaison with and acceptance from statutory authorities or land owners.

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

.....

Insert relevant details of third party / parties.

Please include the above statement, where necessary, at paragraph 3.1.14 of the Works Information.

Please state all instances of either third parties on Site and / or Working Areas with whom the Contractor must accommodate and / or co-ordinate with and third parties with whom the Contractor exchanges information and / or approvals (e.g.) a statutory or regulatory body.

2.1.16 Publicity and progress photographs

.....

State requirements for notice boards, advertising rights, media relations, photography and progress photographs, if required.

2.1.17 The Contractor provides a notice board [state specific details as required, Employer title, CPHMG, size layout where sited etc] at [state location at the Site etc] [state relevant details].

Please include the above default statement under paragraph 3.1.8 of the Works Information.

2.1.18 The Contractor provides progress photographs at [state intervals] in [state required format] at [state specific location].

Please include the above default statement under paragraph 5.1.8 of the Works Information.

2.1.19 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.

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Please include the above default statement under paragraph 5.1.8 of the Works Information.

2.1.20 Contractor's Equipment

.....

This sub-paragraph is intended to address how records are to be kept of Equipment on Site including whether it is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Working Areas. Also silencing similar to Clause 7.1 in SANS 1200 A

- 2.1.21 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.
- 2.1.22 The *Contractor* complies with the following [state relevant details] [assembly] [dismantling] [operation in use] permissions and restrictions in the use of Equipment as required by the *Employer*:
-

State procedure or procedures

Please include the above statements, where necessary at paragraph 3.1.20 of the Works Information.

2.1.23 Equipment provided by the *Employer*

.....

Provide details of equipment made available for use by the Employer and set out conditions relating thereto.

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

Insert relevant details

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

Insert relevant details (e.g.) hours of operation, operated by whom? Employer's staff?

Please include the above statements, where necessary, at paragraph 3.1.10 of the Works Information.

Please consider also the insertion of an additional Employer's risk at Contract Data Part One, so that if the Employer does not in fact provide the Equipment to the conditions stated, then a compensation event arises (see ECC Clause 60.1(14)) provided this is consistent with the Accepted Programme and the resources the Contractor intends to use.

2.1.26 Site services and facilities:

.....

.....

This is a mandatory cross-reference from clause 25.2 in ECC. State what the Employer will provide in the way of power, water, waste disposal, telecoms, ablutions, fire protection, lighting etc. Give hook up locations and any constraints on how the hook up is to be done. Always conclude by stating that the Contractor shall provide everything else necessary for Providing the Works.

- 2.1.27 The *Employer* provides the following facilities for the *Contractor*:
-
-

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Insert relevant details

Please describe precisely the facilities, which the Contractor may use, their location and availability date(s) etc

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

Please include the above default statement under paragraph 3.1.11 of the Works Information.

- 2.1.29 Facilities provided by the *Contractor*:

.....

Describe what the Contractor is to provide in the way of Site accommodation, laboratories, storage, vehicles and office equipment etc for the Project Manager and the Supervisor, and any restrictions or minimum requirements concerning the Contractor's own facilities.

State requirements for facilities to be provided by the Contractor, such as construction camps. Also state what happens to these facilities upon completion of the contract. Set out constraints, if any, as to the location by the Contractor of such facilities on the Site and requirements for drawings of Site facilities, as necessary.

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

.....

Insert relevant details

Please describe precisely the facilities, which the Project Manager and/or Supervisor requires. [If appropriate, make reference to SABS 1200 AB].

- 2.1.31 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, accommodation, laboratories, Materials storage, compound 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 original standard, upon dismantling of such facilities and items of Equipment.

Please include the above default statement (after other insertions) under paragraph 3.1.12 of the Works Information.

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

Please include the above default statement under paragraph 3.1.12 of the Works Information.

- 2.1.33 Existing premises, inspection of adjoining properties and checking work of Others

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Details under this sub-paragraph are very contract specific and may be quite extensive in some cases. State requirements for the inspection with the owners of adjacent buildings and properties and representatives of local authorities, before commencing with the works that have the potential to damage surrounding buildings and property. State whether Contractor is required to inspect the work of Others to which he is required to connect and if so by when to avoid delays to his work.

- 2.1.34 The Contractor inspects and surveys the following [buildings / premises / facilities] adjacent to the Site in accordance with [state specific details as to what is required of the Contractor (e.g.) punch-lists, co-ordination and / or liaison with adjacent landowners and agents of the Employer] and in conjunction with the *Project Manager*:

.....

Insert relevant details

- 2.1.35 The Contractor inspects [state precise details of inspection / survey] the work of [state specific third party] with which the works interfaces in conjunction with the *Project Manager*:

.....

Insert relevant details

Please include the above default statements under paragraph 3.1.33 of the Works Information.

Where there is a possibility of damage to adjacent property, that a full inventory (and potentially surveys) should be undertaken with the Contractor, as this would have a bearing on any subsequent third party action and the Parties risks under the ECC Clauses 80.1 and 81.1.

- 2.1.36 Survey control and setting out of the works

Provide information on survey controls established by the Employer, if any, and state requirements for survey control and the setting out of the works.

- 2.1.37 The Employer provides the following information and survey controls for the Contractor:

.....

insert relevant details of relevant information

insert relevant details of survey controls

Please describe precisely the information and survey controls established which the Contractor may rely upon and use, their location and availability date(s) etc

Please include the above statements, where necessary, at paragraph 3.1.36 of the Works Information.

- 2.1.38 Excavations and associated water control

State any particular requirements for handling deep foundations and controlling water from excavations.

- 2.1.39 The Contractor complies with the following requirements :

Insert relevant details (in addition to statutory regulation), which the Contractor complies within the execution of the works relating to deep foundations and controlling water from excavations.

.....

Please state specific requirements and/or make a suitable cross-reference to paragraph 4 of C3.1 Employer's Works Information.

Please include the above statements, where necessary, at paragraph 3.1.38 of the Works Information.

- 2.1.40 Underground services, other existing services, cable and pipe trenches and covers

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.....

Describe known services making reference to drawings containing known services and state requirements for locating, marking and recording such services.

State requirements for the treatment of existing services i.e. their termination, diversion or continued use, either temporarily or permanently, and set out the procedures relating thereto.

State requirements, as necessary, for the use and availability of detection equipment for the location of underground services.

State responsibility for damage to services, known and unknown, and requirements for working in close proximity to services etc.

State requirements and reinstatement procedures for the notification and repair of damage to services and any penalties applicable to the damage of services

- 2.1.41 Where the *Contractor* encounters existing [underground services / existing services cables / pipe trenches] [state as appropriate], the *Contractor* undertakes the following:

.....

Insert relevant details

Please make statements (which might be contingent) as to how the Contractor deals with revealed existing services, including (e.g.) marking on Site, referencing on as-built drawings, stripping out if found 'dead' against a stated procedure and/or protection measures if found 'live' against a stated procedure.

Please include the above statements, where necessary, at paragraph 3.1.40 of the Works Information.

- 2.1.42 Control of noise, dust, water and waste

State requirements, if any

- 2.1.43 The *Contractor* complies with the following:

.....

Insert relevant details with respect to noise, dust, water, waste control and/or make a suitable cross reference to paragraph 6.4 of C3.1 Employer's Works Information.

Please include the above default statements at paragraph 3.1.42 of the Works Information.

- 2.1.44 Sequences of construction or installation

Only prescribe sequences of work where absolutely necessary such as when Contractor has to give access to Others (without take over) and for technical reasons such as under tidal conditions and in rivers.

- 2.1.45 The *Contractor* complies with the following:

.....

Insert relevant details

Please state precedence of operations with respect to the works, but only where absolutely necessary. The main reason for this is that it hampers the Contractor when he is under any mandatory sequencing in presenting his programme arrangements to the Project Manager.

Please include the above default statements at paragraph 3.1.44 of the Works Information.

- 2.1.46 Giving notice of work to be covered up

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State the procedure for notifying the Supervisor

- 2.1.47 The Contractor notifies the Supervisor of the following elements of the works [either include specific details or make an overarching general statement that this is to include all elements of the works] which are to be covered up:

.....

Insert relevant details

Please make text inclusions above consistent with the tests and inspections which the Supervisor is to execute or witness (see also inclusions at paragraphs 7.4 and 3.2.1 of C3.1 Employer's Works Information).

Please include the above default statements at paragraph 3.1.46 of the Works Information.

- 2.1.48 Hook ups to existing works

State any constraints

- 2.1.49 The Contractor complies with the following constraints in the execution of the works:

.....

Insert relevant details

Please state any interface constraints with existing works (on premises used by the Employer and/or third parties) AND/OR interface constraints with 'live' adjacent works undertaken by another contractor which, if such adjacent works are under the overall programme management of TCP a Key Date and accompanying condition may also be stated by the Employer under Contract Data - Part One.

Please include the above default statements at paragraph 3.1.49 of the Works Information.

2.2 Completion, testing, commissioning and correction of Defects

- 2.2.1 The work to be done by the Completion Date

This is mandatory. Core clause 11.2(2) defines Completion as when the Contractor has done all of the work, which the Works Information states he is to do by the Completion Date. Rather than list all work to be done by the Completion Date, state that all work is to be done by the Completion Date except for [●]. For example:

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
As built drawings of [state details, cross-reference to paragraph 2.8 under C3.1 Employer's Works Information]	Within [state specific number] days [better to state "prior to" to obtain a hold on the Contractor] Completion.
Performance testing of the works in use as specified in paragraph [state details, but I assume such tests required prior to Completion would be included under paragraph 3.2.4 Commissioning] of this Works Information.	See performance testing requirements [cross-reference to paragraph 3.2.4 of C3.1 Employer's Works Information].
..... <i>[state time period prior to Completion]</i>

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[details of technology transfer cross-reference to paragraph 6.8 under C3.1 Employer's Works Information]	
<p>.....</p> <p>[details of all tests and inspections of any description to be undertaken by the Supervisor (whether audit/review of the Contractor's tests, ditto but the Supervisor also participates in the tests description, ditto but the Supervisor also witnesses tests, an AIA undertakes independent tests which the Contractor notifies the Supervisor, the Supervisor carries out his own (intermittent) testing regime or the Supervisor undertakes full time Site presence in testing/inspecting the Contractor's Plant, materials and workmanship. CONSIDER ALSO SPLIT BETWEEN DESIGN AND CONSTRUCTION TESTS AND INSPECTIONS.</p>	<p>.....</p> <p>[state time period(s) prior to Completion]</p>
<p>.....</p> <p>[state other details]</p>	<p>.....</p> <p>[state other details]</p>

The convention has been reversed above so that it is clear what the Contractor has to accomplish prior to the Project Manager's certification of Completion. This is to prevent the Employer receiving the works, which he cannot beneficially use.

2.2.2 The Contractor is permitted to carry out the following works after Completion:

.....

State relevant details

Please state ancillary or de minimise works (which DO NOT prevent the Employer enjoying beneficial use after Completion) capable of completion after Completion has been certified.

Please include the above default statement (and complete bespoke insertions) at paragraph 3.2.1 / 3.2.2 of C3.1 Employer's Works Information.

2.2.3 Use of the works before Completion has been certified

Clause 35.2 in ECC provide that the Employer may use any part of the works before Completion has been certified but if he does so he takes over the part of the works except if the use is for a reason stated in the Works Information. State the reason here if this applies.

2.2.4 The Employer uses the following part / parts of the works before Completion is certified by the Project Manager which do not constitute take over by the Employer for the reason(s) stated:

.....

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Insert relevant details

Please state here the specific part or parts of the works and the corresponding reasons where the Employer may use the works but such use does not constitute take over.

Please note that if the Employer does intend to use part of the works before Completion is certified, then he is able to do so by inserting appropriate statements at Contract Data - Part One. The basis upon which use by the Employer is permitted, but take over is not concurrently certified by the Project Manager for such use, is for the reasons stated within the Works Information. If the Employer does take over the works without such specifically stated reasons being included in the Works Information, then the Contractor is entitled to a compensation event under ECC Clause 60.1(15).

Please include the above statements, where necessary, at paragraph 3.2.3 of C3.1 Employer's Works Information.

2.2.5 Materials facilities and samples for tests and inspections

.....

State what materials facilities and samples for tests and inspections the Contractor and the Employer are to provide, per core clause 40.2.

2.2.6 The Contractor provides the Employer with the following [state what facilities will be made available and when, what Materials if any and samples in order for the Supervisor to perform his tests and inspections as described under paragraph 5.2.1 of C3.1 Employer's Works Information] as ECC Clause 40.2:

.....

Insert details

Please make the appropriate insertions and inclusions in the Works Information and include the text format above as default statements under paragraph 3.2.3 of the Works Information.

2.2.7 The Employer provides the Contractor with the following [state what facilities will be made available and when, what materials if any and samples in order for the Supervisor to perform his tests and inspections as described under paragraph 3.2.1 of C3.1 Employer's Works Information] as ECC Clause 40.2:

.....

Insert details

Please make the appropriate insertions and inclusions in the Works Information and include the text format above as default statements under paragraph 3.2.3 of the Works Information.

2.2.8 Commissioning

.....

Required mainly for contracts including mechanical and electrical work. Would typically refer to detailed commissioning procedure attached as an Annexure. Confirm whether commissioning is to be done before or after Completion. If after Completion, include this item of work in the list in sub-paragraph 3.2.1 above.

2.2.9 The Contractor provides the following commissioning activities to bring the works in use in liaison with the Employer:

.....

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Insert details

Please include relevant details of what the Contractor has to do to assist the Employer to bring the works into use.

Please include performance tests on the works before Completion here (and cross-refer to paragraph 3.2.1 of C3.1 Employer's Works Information).

Please include the above statement at paragraph 3.2.8 of the Works Information.

2.2.10 Start-up procedures required to put the works into operation

.....

In order to put the works into operation the Employer may require the Contractor to either do this for him or be in attendance whilst he does it, depending on who is the responsible person. State requirements of the Contractor here together with any special arrangements associated with operating Plant and machinery.

2.2.11 The Contractor performs the following duties and actions on behalf of the Employer to put the works into operation:

.....

Insert details

Please state appropriate details of what the Contractor has to do either independently of the Employer or in assisting the Employer's actions in putting the works into operational use.

Please include the above statement at paragraph 3.2.10 of the Works Information.

2.2.12 Take over procedures

Take over is after or at the same time as Completion. The Employer may require the Contractor to provide assistance, security personnel on a temporary basis etc.

2.2.13 The Contractor provides the following assistance to the Employer:

.....

Insert relevant details

Please state any express requirements of the Employer

2.2.14 The Contractor ensures that the documentation as described under paragraph 3.8 of the Works Information is presented to the Project Manager before Completion.

2.2.15 The Contractor ensures that the Project Manager has a full and accurate dossier of As-built documents that represent the [state combination of Mechanical, Electrical, Instrumentation, General Layout as appropriate] status of the completed works (to include Plant within the works) to present to the Employer.

2.2.16 The Contractor ensures that the Project Manager has a full and accurate dossier of [state Maintenance and Operating Manuals as appropriate] at the earlier of take-over or Completion.

2.2.17 Where the Contractor has presented [state Maintenance and Operating Manuals as appropriate] to the Project Manager at take-over, the Contractor modifies and updates As-built documents as necessary prior to Completion.

Please include the above default statements under paragraph 3.2.6 of the Works Information.

2.2.18 Access given by the Employer for correction of Defects

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Clause 43.4 requires that the Project Manager arrange for the Employer to allow the Contractor access to and use of a part of the works, which has been taken over if needed to correct a Defect. After the works have been put into operation, the Employer may require the Contractor to undertake certain procedures before such access can be granted (for example barricading a motorway or in a nuclear power station). Include these here.

2.2.19 The Contractor complies with the following constraints and procedures of the Employer where the Project Manager arranges access for the Contractor after Completion:

.....

Insert relevant details

Where the Contractor has to return to Site after Completion to rectify notified Defects, the Employer may either impose the same Site access / egress restrictions as communicated elsewhere under C3.1 Employer's Works Information at the starting date / access date stated under Contract Data - Part One, or as the works are now in use or the Employer's occupation of the Site may be incrementally or substantially changed post Completion, there may be further access / egress restrictions stated here at paragraph 3.2.13 of C3.1 Employer's Works Information.

Please include the above default statements under paragraph 3.2.6 of the Works Information.

2.2.20 Performance tests after Completion

Many design and build or turnkey projects require the Contractor to demonstrate that the works can operate as guaranteed by the Contractor (in Contractor's Works Information) or specified by the Employer either here or elsewhere in this Works Information. State here the procedures for carrying out such proving tests. These details should link up with any performance levels stated in Contract Data if secondary option clause X17 in ECC applies.

2.2.21 The Contractor performs the following performance tests after Completion of the works:

.....

Insert relevant details

Please state specific performance tests (performance criteria to be passed) to be carried out by the Contractor after Completion.

Please note that without the inclusion in the ECC Contract of secondary option clause X17: low performance damages, that if performance tests after Completion fail, the Employer has no self help remedy to apply further damages against the Contractor, save he might invoke a performance bond if included in the ECC Contract.

Please include the above default statements under paragraph 3.2.15 of the Works Information.

2.2.22 Training and technology transfer

Include if the Employer requires the Contractor to provide training in the use and maintenance of the works or any associated transfer of technology from him to the Employer.

2.2.23 The Contractor facilitates the following requirements for training workshops after Completion for the works in use:

.....

Insert relevant details

Please state here details of any specific training on any aspect of the works, which the Employer's nominated staff require after Completion for the works in use.

Please include the above default statements under paragraph 3.2.17 of the Works Information.

2.2.24 The Contractor arranges for the following technology transfer to the Employer after Completion for the works in use:

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.....

Insert relevant details

Please state here details of any specific technology to be transferred to the Employer after Completion for the works in use.

Please include the above default statements under paragraph 3.2.17 of the Works Information.

2.2.25 Operational maintenance after Completion

The Employer may require the Contractor before the defects date to perform certain duties after Completion and take over which relate to maintenance of the works. (Not to be confused with Defect correction) For example oil and filter changes

2.2.26 The Contractor performs the following operational maintenance in relation to the works after Completion:

.....

Insert relevant details

Please restrict this text inclusion with respect to duration of such operational maintenance duties as this affects the Price for Work Done to Date and therefore extends assessments of the Project Manager after Completion. Please include the above default statements under paragraph 3.2.20 of the Works Information.

3 Plant and Materials Standards and Workmanship

This section of the Works Information contains all the specifications for the work, which is left behind; the permanent works. It is likely to be the largest section by far and may even be compiled in volumes, e.g. Section 6 Volume 1: Civil Engineering Works. In design and construct contracts, it may be compiled in accordance with systems within the works; e.g. Section 6 Volume 4: Crushers.

Because practice varies widely between employers it is not practical in a general template such as this to deal with all arrangements. Only the discipline based section subheadings are provided below in the order the works are likely to be constructed together with some notes of a general nature.

3.1 Investigation, Survey and Site Clearance

Some contracts may require the Contractor to carry out further investigation of existing facilities or of the Site before commencing final design. There could be constraints on Site clearance especially in pipeline or transmission grid servitudes.

3.1.1 The Contractor carries out the following investigations [state specific details to include surveys etc] at the Site:

Insert relevant details

Please include specific details for the execution of investigations post contract. This of course also means post-starting date. Where the Employer is the designer, then the further post contract investigations may have an affect upon the final design solution and the Works Information. Where the Works Information is amended, then the Contractor is entitled to compensation events (see ECC Clause 60.1(1)).

Please include the above statements, where necessary, at paragraph 4.1.1 under C3.1 Employer's Works Information.

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3.2 Building works

Reference could be made to the latest Model Trade Preambles published by the Association of South African Quantity Surveyors. However these have been developed for use with the JBCC series of contracts and an approach where description of the work is made part of the bill of quantities, which is not the case in other forms of contract. Only parts of the Model Trade Preambles could be referenced by an ECC contract, with a covering note dealing with the changes in terminology. Further changes are required depending on which parts are to be selected.

This subsection would typically comprise

- a) Particular specifications provided by the Employer*
- b) List of standardised specifications applicable to the works and*
- c) Variations to the standardised specifications*

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

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

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

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

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

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

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

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

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

Where the word or expression "bills of quantities" is used, this shall be discounted for the purposes of the *Works Information*. The ECC Contract Data - Part One states the main option to apply within the ECC Contract between the Parties.

3.2.6 Within the Model Preambles for Trades 1999, B. ALTERATIONS, B.2 MATERIALS FROM THE ALTERATIONS, CREDIT, ETC and C. EARTHWORKS, C1.4 Materials from demolitions shall not apply. C3.1 *Employer's Works Information* paragraph 3.1.6 states

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details of the *Contractor's* title (if any) to Materials arising from excavations and/or demolitions and how such Materials are either to be disposed of or re-used in the *works*.

- 3.2.7 Within the Model Preamble for Trades 1999 Q. PLUMBING AND DRAINAGE, Q.24 TESTS shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer's Works Information*.
- 3.2.8 Within the Model Preamble for Trades 1999 U. EXTERNAL WORKS, U.3.8 Process control tests shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer's Works Information*.
- 3.2.9 The principles, meanings and interpretation stated and established within paragraphs 6.2.1 to 6.2.8 with respect to the Model Preambles for Trades 1999 equally apply to the other Model Preambles for Trades 1999 references [state particulars of Model Preambles used] used within this paragraph 4.2 of C3.1 *Employer's Works Information*.

Please include the above default statements under paragraph 4.2 of the Works Information

3.3 Civil Engineering and Structural Works

Reference could be made to the SANS1200 series of specifications developed and published by South African National Standards. However these are now very out of date and originally developed for use with SAICE general conditions of contract for works of civil engineering, which have themselves been superseded twice.

All SANS 1200 specifications are in the process of being updated to make them more compatible with a wider range of contracts, including NEC3, and users should check availability of the new specifications.

If use is made of the 1200 series, users should include a covering note dealing with the changes in terminology. Further changes are required depending on which specifications in the 1200 series are selected.

Sections 3, 4 and 5 of SANS1200A are probably already covered in section 5 of this Works Information.

This subsection would typically comprise

- a) Particular specifications provided by the Employer*
- b) List of standardised specifications applicable to the works and*
- c) Variations to the standardised specifications*

- 3.3.1 Where the SANS 1200 series of Specifications are used within the Works Information, the following interpretations and meanings shall apply:
- 3.3.2 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in the *Works Information* and the conditions of contract, the conditions of contract take precedence within the ECC contract.
- 3.3.3 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this paragraph 4.3 of the *Employer's Works Information* and specific statements contained elsewhere in C3.1 *Employer's Works Information*, the specific statements contained elsewhere shall prevail, without prejudice to the Project Manager's express duty to resolve any ambiguity or inconsistency in the *Works Information* under ECC Clause 17.1.
- 3.3.4 Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:

Where the word or expression "Employer" is used, read "*Employer*";

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

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

Where the word or expression "schedule of quantities" is used, this is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein);

3.3.5 Within SANS 1200 A: GENERAL 2.3 DEFINITIONS, the following apply:

"Acceptable. Approved (Approval)" is interpreted as either a *Project Manager* or a *Supervisor* communication or instruction in relation to Works Information compliance, consistent with the *conditions of contract* as the context requires;

"Adequate" is deleted. The *Project Manager* notifies the *Contractor* where the *Contractor* has not complied with the *Works Information*;

"Measurement and payment" and the further definitions contained within 6.3 c) are deleted. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein);

3.3.6 Within SANS 1200 A: GENERAL 2.6 APPROVAL, the following applies:

"Approval" by either the *Project Manager* and/or the *Supervisor* is without prejudice to ECC Clause 14.1 and, inter alia, ECC Clauses 13.1, 14.3 and 27.1.

3.3.7 SANS 1200 A: GENERAL 2.8 ITEMS IN SCHEDULE OF QUANTITIES, is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein).

3.3.8 SANS 1200 A: GENERAL 3.2 STRUCTURES AND NATURAL MATERIAL ON SITE, applies only to the extent that it is consistent with paragraph 3.1.6 of C3.1 *Employer's Works Information*.

Please insert relevant details under paragraph 3.1.6 of the Works Information as appropriate.

3.3.9 Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:

Where the word or expression "Plant" is used, read "Equipment".

3.3.10 SANS 1200 A: GENERAL 7.2 CONTRACTOR'S OFFICES, STORES AND SERVICES, applies but the *Project Manager* resolves any inconsistency with statements included within paragraph 3.1.12 of C3.1 *Employer's Works Information*.

3.3.11 SANS 1200 A: GENERAL 3.1 SURVEY, applies only to the extent that it is consistent with paragraph 3.1.14 of C3.1 *Employer's Works Information*.

Please insert relevant details under paragraph 5.1.14 of the Works Information as appropriate.

3.3.12 Within SANS 1200 A: GENERAL 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS, the following applies:

Where the word or expression "specification" is used, read "*Works Information*".

3.3.13 SANS 1200 A: GENERAL 3.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES applies only to the extent that it is consistent with the specific statements made elsewhere in C3.1 *Employer's Works Information* and in any case and at all times consistent with the *conditions of contract*.

3.3.14 Within SANS 1200 A: GENERAL 5 TESTING, the following applies:

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

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- 3.3.15 SANS 1200 A: GENERAL 8 MEASUREMENT AND PAYMENT, is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein).

Please include the above default statements under paragraph 4.3 of the Works Information.

- 3.3.16 The principles, meanings and interpretation stated and established within paragraphs 6.3.1 to 6.3.15 with respect to SANS 1200 series and to SANS 1200 A: GENERAL equally apply to the other SANS 1200 specification references [state particulars of SANS 1200 used] used within this paragraph 6.3 of C3.1 *Employer's Works Information*.

Please include the above default statement under paragraph 4.3 of the Works Information.

3.4 Electrical & mechanical engineering works

These specifications are usually project specific and developed by the Employer to suit his operations. Either include these specifications here, or refer to them in attached Annexure.

Check the specifications for inconsistencies in terminology and that they do not contain any provisions already dealt with in the chosen NEC3 conditions of contract or clash with them in any way.

Where the C3.1 Employer's Works Information is written in terms of performance design, then please also write appropriate text under paragraph 2.2 (and 2.3, 2.4 and 2.5 as necessary).

Site Information – what is the status of existing plant (e.g.) electrical sub-stations etc? Place data available in C4 Site Information but place the requirements / obligations of the Contractor to (e.g.) interface / upgrade etc under paragraph 3.4 of C3.1 Employer's Works Information.

If and where the Contractor has a design obligation and this requires approval / liaison etc with "Others", then state precisely the third parties involved (see ECC Clause 25.1). This is all under the overall submission of design acceptance by the Project Manager (see ECC Clause 21.2). Write appropriate text under paragraph 2.4 of C3.1 Employer's Works Information.

Training of the Employer's staff (please state whether this is a requirement prior to Completion) in the completed works to be stated under paragraph 3.2.9 of C3.1 Employer's Works Information. If stated elsewhere in paragraph 3.2.9 of C3.1 Employer's Works Information then state a suitably worded cross-reference here under paragraph 4.4 and vice versa.

Spares (please state whether this is a requirement prior to Completion) for the completed works to be stated under paragraph 4.3.4 of C3.1 Employer's Works Information. If stated elsewhere in paragraph 7.3.4 of C3.1 Employer's Works Information then state a suitably worded cross-reference here under paragraph 6.4 and vice versa.

Where the Contractor is required to survey existing plant etc (to be adapted for inclusion in the works) then please make appropriate statements under paragraph 4.1 of C3.1 Employer's Works Information. If stated elsewhere in paragraph 4.1 of C3.1 Employer's Works Information then state a suitably worded cross-reference here under paragraph 6.4 and vice versa. Where this survey is required by the Project Manager prior to the Employer finalising his design of the works, then make appropriate statements under paragraph 2.1 of C3.1 Employer's Works Information to this effect.

- 3.4.1 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.

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Please include the above default statement under paragraph 4.4 of the Works Information.

Where a reference is made to SANS 10142 and/or SANS 10198 specifications then 'inspection and testing' needs to be addressed in relation to the Supervisor's express duties for tests and inspections (or tests / inspections to be undertaken by a third party (e.g.) accredited authority for notification to the Supervisor) for the Supervisor to communicate his acceptance or otherwise, then place appropriate statements under paragraph 3.2.1 of C3.1 Works Information and state a suitably worded cross-reference here under paragraph 6.4 and vice versa.

3.5 Process control and IT works

.....

These specifications are usually project specific and developed by the Employer to suit his operations. Either include these specifications here, or refer to them in attached Annexure.

Check the specifications for inconsistencies in terminology and that they do not contain any provisions already dealt with in the chosen NEC3 conditions of contract or clash with them in any way.

3.6 Other [as required]

.....

4 List Of Drawings

4.1 Drawings issued by the *Employer*

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

Note: Some drawings may contain both Works Information and Site Information.

Drawing number	Revision	Title

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SECTION 2

5 Management and start up

5.1 Management meetings

The conditions of contract (e.g. Clause 16.2) require and other sections of the Works Information (e.g. safety risk management) may require (mandate) that a meeting be held. However the intention of all NEC3 contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro-actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

Depending on the size and complexity of the works, it is probably beneficial for the Project Manager to hold a weekly risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as programming, engineering and design management, may also be warranted.

Describe here the general meetings and their purpose. Provide particulars of approximate times, days, location, and attendance requirements, stipulating that attendees are to have the necessary delegated authority to make decisions in respect of matters raised at such meetings.

The right to hold specialist meetings should be stated generically and in such a way that ambiguity with other parts of the Works Information is avoided.

The following text could be used as a model for this section:

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

Table below to be completed by the Project Manager

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on [state day/time] at [state precise time]	[state details]	[state Project Manager (and appropriate delegates), Supervisor (as necessary and appropriate delegates) and Contractor (appropriate key persons)]
Overall contract progress and feedback	Monthly on [state day/time] at [state precise time]		Employer, Contractor (appropriate key persons), Supervisor (as necessary and appropriate delegates), and Project Manager (and appropriate delegates)

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[SHE meetings (see paragraph 6.4)]			<i>[state specific details: CSHEO, CM, Project Manager, SHEC, ProjEM, etc as appropriate]</i>
[Safety Action Meetings (see paragraph 6.3)]			<i>[state specific details: CM, Project Manager, HSR etc as appropriate]</i>
[Safety Pre-Mobilisation Meeting (see paragraph 6.3)]			<i>[state specific details: CM, Project Manager, HSR etc as appropriate]</i>
<i>[state other meetings]</i>			<i>[state specific details]</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the works. Records of these meetings are to be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.

All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

5.2 Documentation Control

Specify how documentation will be identified with an alpha numeric, which indicates source, recipient, communication number etc. Provide details of any particular format or other constraints; for example that all contractual communications will be in the form of properly compiled letters or forms attached to e-mails and not as a message in the e-mail itself. State any particular routing requirements but note from ECC who issues what to whom.

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

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

5.3 Safety risk management

To be completed in conjunction with the Health and Safety Manager.

It is likely that because of the importance of health & safety the text in this section will be mandated by the Employer in terms of his corporate directives. Hence the text of this section is probably mandatory for all the Employer's works contracts and may not be changed without the Employer's governing board's acceptance. Because of the extent of H & S requirements, the text here will probably make reference to a separate SH&E document.

Please include within the ECC tender documentation relevant details from the H&S Functional Execution Planand the Project Health and Safety Management Plan..... Please note, however, that these Transnet quality policy references are couched in overall requirements of several parties including Transnet with respect to H&S and not purely the Contractor's obligations. With this in mind, the precise obligations of the Contractor should only be included as Works Information.

5.3.1 The Contractor complies with the following SMP:

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.....

Insert relevant details – see Include (eg) Site Cardinal Rules, Site General Rules, H&S disciplinary procedure, H&S performance reporting, workplace Observations and audits, Employment process, Mobilisation, Project Site Induction, Hazard Management on Site, Risk Assessments, Daily Safe Task Instructions, Occupational Health and Hygiene, Safe Systems of Work, Incident Management, Site Management (as a minimum)

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

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

5.3.4 The HSSP is:

.....

Insert details

5.3.5 The *Contractor* in the performance of the *works* establishes an incentive programme [state specific details] for its employees with respect to SMP compliance.

5.3.6 The *Contractor* complies with the requirements of the SSRC with respect to his own activities and others on the Site and Working Areas [include details as appropriate – see

5.3.7 The *Contractor* makes the SMP available to its employees and Subcontractors in the *language of this contract* and other local languages as required [insert details – see

5.3.8 The *Contractor* participates in a HAZOP [please define and state details] at intervals [please state] upon the instruction and direction of the *Project Manager*.

5.3.9 The *Contractor* completes a JSA prior to carrying out any operation on the Site and/or Working Area to the approval of [state Project Manager or other named person acting on his behalf]

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

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

.....

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

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

.....

5.3.14 The PSSM specific tasks are:

.....

5.3.15 The PSPM specific tasks are:

.....

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5.4 Environmental constraints and management

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

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

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

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

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

- Establishment of construction lay down area
- Hazardous and non-hazardous solid waste management
- Storm water management
- Contaminated water management
- Prevention of marine pollution
- Hydrocarbon spills
- Diesel tanks and refuelling procedures
- Dust control
- Spoil dumping
- Sourcing, excavating, transporting and dumping of fill material
- Noise and vibration control
- Removal of rare, endemic or endangered species
- Removal and stockpiling of topsoil
- Rodent and pest control
- Environmental awareness training
- Site division
- Emergency procedures for environmental incidents
- *Contractor's* SHE Officer
- Closure of construction laydown area

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

Please insert Annexure index within the Works Information Contents page.

Where applicable, the *Contractor* ensures that he appoints a suitably qualified Subcontractor, to be approved by the *Project Manager*, to undertake the "Removal of rare, endemic or endangered

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species". This appointment must be completed at least three weeks before commencement of any other work on Site.

The Protection of the Environment Form [please insert relevant details via Environmental Department] shall be signed and submitted to the CM within 14 days after the Contract Date.

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

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

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

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

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

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

The method statements for Completion by the Contractor are contained within Annexure [insert relevant Annexure].

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

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

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

The *Contractor* shall clear and clean the Site and Working Areas and ensure that everything not forming part of the *works* is removed from the Site and Working Areas and that all rehabilitation has taken place in accordance with the PES. An Environmental Closure Certificate [insert relevant details from Environmental Department and include in an Annex] has been issued by the SHEC and signed off by the *Project Manager*.

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

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

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5.4.1 The *Contractor* complies with the following SES:

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

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

5.4.2 The *Contractor* complies with the following PES:

.....
Insert relevant details

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

[insert contract specific details for ProjEM, SHEC, EO, ProjEM, CM – see ENV-STD..... HOWEVER, Fig 2.1 is not ECC compliant or friendly and requires a properly constructed Organogram to be included for effective communication to the Contractor. DO NOT INCLUDE INDIVIDUALS ON THE ORGANOGAM WHO HAVE NO LINES OF COMMUNICATION WITH THE CONTRACTOR DIRECTLY OR WHO ARE NOT IDENTIFIED AS POSSESSING A ROLE UNDER THE “Project Manager”. Its absolutely vital that the ECC tender document compiler states the roles of personnel acting on behalf of the Project Manager under paragraph 6.5 of the Works Information as part of the Employer’s Quality Plan. This task gets difficult with respect to the CM (Construction Manager) as this named individual might have other delegated authority under the “Project Manager” (stated in Contract Data - Part 1 and used throughout ECC conditions of contract) so make the responsibility of the CM here in respect of environmental issues only].

Please insert Annexure index within the Works Information Contents page.

5.4.4 The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to environmental issues are stated in the paragraphs following.

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

The ProjEM specific tasks are:

.....
Insert relevant details

Please insert specific details as to what the ProjEM does which the Contractor needs to understand to perform the works and discharge the CEMP, SES & PES. This is not Works Information. The CM is responsible (in the context of the CEMP only) for environmental management on the Site and Working Areas and reports to the Project Manager. The CM acts on behalf of the Project Manager.

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

.....
Insert relevant details

Please insert specific details as to what the CM does which the Contractor needs to understand to perform the works and discharge the CEMP, SES & PES. Do not include duties internal to HMG only. This is not Works Information. The CSHEO submits daily, weekly and monthly checklists [state what type of checks and in what format] to the SHEC. The role of the CSHEO is stated under paragraph 6.7 of the Works Information.

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

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Please include all the above default statements under paragraph 4.4 of the Works Information.

5.5 Quality assurance requirements

To be completed in conjunction with the Quality Manager

Specify minimum requirements for the Contractor's Quality Plan and Work Procedures or provide the Employer's Quality Plan if that is to be used. Make sure witness and hold points are identified generally and describe any particular requirements for QA outside the working areas. Indicate how the Contractor's QA documentation is to be submitted for acceptance and any conditions that need to be imposed relating to acceptance. State whether ISO compliance is a condition and if so which ISO standard shall apply.

- 5.5.1 The *Contractor* shall have, maintain and demonstrate its use to the *Project Manager* (and/or the *Supervisor* to satisfy the requirements of paragraphs 7.4, 7.5, 3.2.1 and 3.2.8 as appropriate) the documented Quality Management System to be used in the performance of the *works*. The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).
- 5.5.2 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; and
 - A schedule of internal and external audits during the contract
- 5.5.3 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.
- 5.5.4 The *Project Manager* indicates those documents required to be submitted for either 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*.
- 5.5.5 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* [state further details as necessary which explains and defines what the Quality Plan involves]
- 5.5.6 The Quality Policy means [insert relevant details].
- 5.5.7 The Index of Procedures means [insert relevant details].

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Please include the above default statements under paragraph 2.5 of the Works Information.

Please note that only the Project Manager and the Supervisor are stated under ECC. There are a number of other stated named individuals for various roles mentioned in a number of Transnet quality documents and therefore I have described throughout C3.1 Employer's Works Information. This can only lead to the conclusion that an overall Organogram showing lines of communications and delegated authority from the Project Manager and/or the Supervisor in discrete and specific matters is the requirement. A link in the overall Organogram with the Contractor's key people (at least those Key people required by the Employer) and how such key people interact with the Project Manager, Supervisor and their delegates through specific communication channels is necessary. [

Please include specific QA details of how the various elements of the works are to be approached with respect to Quality issues. Consider Contractor design issues (receipt of information), and works outside the Working Areas (this also is all the more pertinent where (e.g.) Plant and Materials, required for inclusion in the works, originate outside the Republic of South Africa) – what Quality control procedures apply and how does the Project Manager and Supervisor police such procedures?

5.6 Programming constraints

To be completed in conjunction with the Planner Lead/Manager

Describe the programming system (application) to be used if it is necessary to dictate this for project coordination purposes. Read clause 31.2 first then state the work of the Employer and Others to be shown on the programme per 4th bullet of clause 31.2 and what additional information (if any) is to go in the programme per the last bullet of clause 31.2. Describe any particular constraints on the order and timing of the work, which the Contractor must take into account in his programme.

- 5.6.1 The Contractor shows on each programme he submits to the *Project Manager*, the requirements of the [CEMP, SES, PES and SMP state others as required] as described under paragraph 2.4 of the Works Information, together with the associated environmental method statements.
- 5.6.2 The Contractor shows on each programme he submits to the *Project Manager*, the requirements of [state further details as required. I anticipate paragraph 6.3 H&S issues need to be highlighted on the programme, paragraph 2 design issues and potentially paragraph 7 procurement issues. Hopefully it is obvious that the Contractor has to show construction (paragraph 5) operations on the programme, but the Project Manager might require various mandatory statements (e.g.) in relation to Equipment design and/or assembly / dismantling].

Please include the above default statement under paragraph 6.6 of the Works Information.

- 5.6.3 The Contractor complies with the *Employer's* programme [state contract specific details and include as an Annexure as necessary] when he submits his first programme.

Please insert Annexure index within the Works Information Contents page

Insert the Employer's (high level) programme prepared by the Project Manager for (e.g.) the works of other contractors on Site, third party designers (who are not the Project Manager's staff) and statutory bodies etc. This high level programme MUST match the Contract Data - Part One statements under 3. Time.

- 5.6.4 The Contractor presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy format [state specific details or cross-refer to suitable statements under paragraph 6.2 of C3.1 Employer's Works Information] and in soft copy format [state specific details or cross-refer to suitable statements under paragraph 2.2 of C3.1 Employer's Works Information].

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- 5.6.5 The *Contractor* uses Primavera version 8.2 for his programme submissions or a similar programme software package equivalent to Primavera version 8.2 subject to the prior written notification and acceptance by the *Project Manager*.
- 5.6.6 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.
- 5.6.7 The *Contractor's* programme shows duration of operations in working days [please state here or by cross-reference elsewhere in C3.1 *Employer's Works Information* to normal hours of a working days and what is a normal working week].
- 5.6.8 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 [state details here in C3.1 *Employer's Works Information* or how the *Project Manager* will communicate this to the *Contractor*, post Contract Date]. 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 report, which includes [state precise details status and performance of operations on the Site and Working Areas; status and performance of operations outside the Working Areas; manpower histograms; S-curve of overall progress; critical action items (top 10) and deviations from the Accepted Programme and action plan to rectify]
- 5.6.9 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*.
- 5.6.10 The *Contractor* submits programme report information to the *Project Manager* [state precise details] at [weekly] intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.
- 5.6.11 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.

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- 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.
- 5.6.12 The *Employer* (including the agents of the *Employer*) operates on Site during [either state specific calendar dates or timings when the *Contractor* has completed certain elements of the *works* etc].
- 5.6.13 Others [state specific third parties] operate on Site during [either state specific calendar dates or timings when the *Contractor* has completed certain elements of the *works* etc].

Please include the above default statement under paragraph 6.6 of the Works Information.

5.7 Contractor's management, supervision and key people

(to be completed in conjunction with the Industrial Relations Manager)

State any additional constraining requirements on Contractor's supervision and key people that are not already stated in other sections such as for Health and Safety. This section could be used to solicit an Organogram from the Contractor showing his people and their lines of authority / communication. This would be essential if the Contractor is a Joint Venture.

- 5.7.1 The *Contractor* employs a CSHEO as a key person under ECC Clause 24.1
- 5.7.2 The CSHEO reports to the SHEC on the Site. The CSHEO ensures that the *works* (to include any part thereof) are subject to a prior environmental method statement(s) approved by the [insert specific details, is this Project Manager, CM or SHEO] and ensures that the CEMP is implemented by the *Contractor* in a timely and proper manner. The CSHEO provides the *Project Manager* with all environmental method statements.
- 5.7.3 The CSHEO tasks are:
- Daily, weekly and monthly inspections of the Site and Working Areas [state specific distinguishing requirements per period]. The *Contractor* is referred to Annexure [insert Annexure
- Monitor compliance with the CEMP (to include the SES and PES) and the environmental method statements submitted to the *Project Manager*
- Reporting of an environmental incident [define further, consult with Environment Dept] to the *Project Manager*
 - Attendance at all SHE meetings, toolbox talks [please insert details as to what this means] and induction programmes [explain what this means by reference to PES]
 - Litter control and ensuring the *Contractor* clears litter from the Site and Working Areas; and
 - Ensuring that environmental signage and barriers are correctly placed [this is superfluous unless specific Contractor obligations explain signs and barriers placement under the PES]
- The CSHEO submits daily, weekly and monthly checklists [state what format or include Annexure pro forma as necessary] to the SHEC.

Please insert Annexure index within Works Information Contents page.

Please also include details of the CSHEO as a key person in Contract Data Part 2, for the Contractor (when tendering) to make the appropriate insertions. The Contractor's submission of CV and experience etc will then form part of the tender appraisal process, pre-contract award.

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

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5.7.5 The CIRP is based on the Site and ensures that all reports and IR requests are submitted accurately and in a timely manner to [insert specific details, is this Project Manager, CM, PIRM, PSIRM or SIRM].

5.7.6 The CIRP tasks are:

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

Please also include details of the CIRP as a key person in Contract Data Part 2, for the Contractor (when tendering) to make the appropriate insertions. The Contractor's submission of CV and experience etc will then form part of the tender appraisal process, pre-contract award.

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

5.7.8 The HSR tasks are:

.....

Please also include details of the HSR as a key person in Contract Data Part 2, for the Contractor (when tendering) to make the appropriate insertions. The Contractor's submission of CV and experience etc will then form part of the tender appraisal process, pre-contract award.

The *Contractor* employs [state other details] as a key person under ECC Clause 24.1:

..... [insert relevant details]

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

Please include the above default statements under paragraph 6.7 of the Works Information.

5.8 Training workshops and technology transfer

Describe type and frequency of on job training workshops, as well as any obligation for technology transfer being included as part of the contract on Completion of the works.

5.8.1 The *Contractor* facilitates the following requirements for training workshops:

- A safety pre-mobilisation workshop [state specific details –
- A [Contractor employee safety training programmes –
- A PHA workshop [state specific details –
- A HAW [state specific details –.

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Please state here details of any specific training on any aspect of Plant or any other element of the works which requires specific training to be given to the Employer's nominated staff prior to EITHER take over by the Employer or Completion (Project Manager's certification).

Please also bear in mind any specific requirements for ECC training workshops and the roles of the Project Manager (and his staff), the Supervisor (and his staff) and the Contractor (his key persons) their interaction and what specific lines of communication are in place.

5.8.2 The Contractor arranges for the following technology transfer to the Employer:

Please state here details of any specific technology to be transferred to the Employer prior to EITHER take over by the Employer or Completion (Project Manager's certification). [Where applicable, please make the text inclusions here consistent with statements made under paragraph 6.5 for use of the Contractor's design].

5.9 Insurance provided by the Employer

First read ECC Core Clause 87.1 and then add anything necessary for the management of insurance related issues such as a cross-reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the Contractor may have, as well as to whom the information required by Marine Insurance may be addressed.

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

5.10 Contract change management

(To be completed in conjunction with the Lead Contracts Administrator)

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms. Not the same thing as documentation control.

5.10.1 No additional requirements apply to ECC Clause 60 series.

Please include the above default statement under paragraph 2.10.1 of the Works Information.

Transnet must manage internally any specific requirements for Transnet prior to approval and/or notification to a proposed compensation event assessment (time and cost) before the Project Manager notifies implementation under ECC Clause 65.1.

5.11 Provision of bonds and guarantees

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

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

Please include the above default statements under paragraph 6.11 of the Works Information.

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

if Options A & B apply unless the Employer requires some form of control over the Contractor's record keeping.

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

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- Records of design employees location of work (if appropriate); and
- [please state details of other records, as required].

Please include the above default statements under paragraph 6.12.1 of the Works Information IF OPTION B APPLIES.

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

- Records of design employees location of work (if appropriate);
- Records of Equipment used and people employed outside the Working Areas (if applicable); and
- [please state details of other records, as required].

Please include the above default statements under paragraph 6.12.2 of the Works Information IF OPTION E APPLIES.

5.13 The *Contractor's* Invoices

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

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

5.13.3 The invoice states the following:

Invoice addressed to Transnet SOC Ltd;

Transnet SOC Limited's VAT No: 4720103177;

Invoice number;

The *Contractor's* VAT Number; and

The Contract number [insert relevant details].

The invoice contains the supporting detail [insert relevant details].

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

5.13.5 Invoices submitted by post are addressed to:

Invoice addressed to Transnet SOC Ltd;

Transnet SOC Limited's VAT No: 4720103177;

Invoice number;

The *Contractor's* VAT Number; and

The Contract number.

The invoice contains the supporting detail.

Invoices submitted by hand are presented to:

Transnet Group Capital

.....

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.....

.....

The invoice is presented as an original.

Please include the above default statements under paragraph 7.2 of the Works Information.

5.14 People

(to be completed in conjunction with the Industrial Relations Manager)

5.14.1 Minimum requirements of people employed on the Site

.....

Specify any constraints relating to people employed to Provide the Works; for example permits for foreigners, training (other than H & S), use of labour from designated areas and industrial relations.

5.14.2 The Contractor complies with the following PIRPMP

7.3.2.1 CONTRACTOR LIABILITY

- 1.1. The Contractor warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the Contractor's employees, which loss will include any indirect or consequential damages;
- 1.2. The Contractor warrants that no negotiations or feedback meetings by the Contractor's employees shall take place on Transnet premises, whether owned or rented by Transnet.
- 1.3. The Contractor shall give notice to Transnet of any industrial action by the Contractor's employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.
- 1.4. The 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.
- 1.5. The Contractor is required to develop a Contingency Strike Handling Plan, which plan the Contractor is obliged to update on a three monthly basis. The Contractor must provide Transnet with this plan and all updates to the Plan. The Contractor is responsible to communicate with its employees on site details of the plan.

2. INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES

- 2.1. In the event of any industrial action by the Contractor's employees, the Contractor is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.
- 2.2. The Contractor warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the Contractor's employees.
- 2.3. In the event of any industrial action by the Contractor's employees, the Contractor is obliged:

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- 2.3.1. To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the Contractor is required to deliver the report at 8h30 each day.
- 2.3.2. The Industrial Action Report must provide at least the following information:
- 2.3.2.1. Industrial incident report,
 - 2.3.2.2. Attendance register,
 - 2.3.2.3. Productivity / progress to schedule reports,
 - 2.3.2.4. Operational contingency plan,
 - 2.3.2.5. Site security report,
 - 2.3.2.6. Industrial action intelligence gathered.
- 2.3.3. The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.
- 2.3.4. The management of the Contractor is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.
- 2.4. The resolution of any disputes or industrial action by the Contractor's employees is the sole responsibility of the Contractor.
- 2.5. Access to Transnet premises by the Contractor and its employees is only provided for purposes of the Contractor delivering its services to Transnet. Should the Contractor and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will be deemed to be trespassing.

Insert relevant details

The Contractor performs the works having due regard to the PLA that are negotiated between the Employer and the appropriate trade unions on this contract.

- 5.14.3 The Contractor complies with the requirements of the IRCC involving the engineering construction Contractors engaged (including all future Contractors) by the Employer [include details as appropriate ex:

Insert other specific details

- 5.14.4 The roles and responsibilities of the various personnel acting on behalf of the Project Manager with respect to IR issues are stated in the paragraphs following:

The PIRM is responsible for ensuring that the Contractor complies with the PIRPMP. The PIRM acts on behalf of the Project Manager.

- 5.14.5 The PIRM specific tasks are:

-

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Insert specific details

- To complete the PLA prior to the Contract Date; and
- To assign specific duties to the PSIRM.

Please insert specific details as to what the PIRM does which the Contractor needs to understand to perform the works and discharge the PIRPMP. This is not Works Information. The PSIRM is responsible for IR (to include the PLA) on the Site and Working Areas and reports to the Project Manager.

5.14.6 The PIRM specific tasks are:

.....

Insert specific details

Please insert specific details as to what the PSIRM does which the Contractor needs to understand to perform the works and discharge the PIRPMP. This is not Works Information. .

5.14.7 The SIRM is responsible, *inter alia*, for day-to-day IR on the Site and Working Areas through the implementation of the PIRPMP. The SIRM reports directly to the PSIRM and the *Project Manager*.

5.14.8 The SIRM specific tasks are:

- To liaise with the Contractor prior to the commencement of construction activities (as per the Contractor's programme accepted by the Project Manager) with respect to IR issues under the SIP [insert contract specific details –include as an Annexure as necessary]

5.15 Contractor's Equipment (including temporary works).

C3.2 CONTRACTOR'S WORKS INFORMATION

This section of the Works Information will always be contract specific depending on the nature of the works.

It is most likely to be required for design and construct contracts where the tendering contractor will have proposed specifications and schedules for items of Plant and Materials and workmanship, which once accepted by the Employer prior to award of contract now become obligations of the Contractor per core clause 20.1.

Typical sub headings could be:

- a) *Contractor's design*
- b) *Plant and Materials specifications and schedules*
- c) *Other*

This section could also be compiled as a separate file.

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It is recommended that C3.2 Contractor's Works Information should always be a separate file.

NEVER design the works for the Contractor and then refer to such design as "Works Information provided by the Contractor". Either leave alone altogether for the Contractor to create its own authorship, or do the minimum as stated above and include sub-headings only for the Contractor to fill out itself.

See Contract Data - Part 2 optional statement:

If the Contractor is to provide Works Information for his design

- The Works Information for the Contractor's design is in.*

NB, it is a quality decision (involving, inter alia, available programme) as to whether or not the ECC tender document compiler includes the optional statement in Contract Data - Part 2 (with corresponding statements in the tender document 'Instructions to Tenderers') for the Contractor to provide design solutions (and to what extent) at tender return via Contract Data insertions (for inclusion in the Contract) at tender return. The reason for including the optional statement at Contract Data - Part 2 is to undertake appraisal of the (tendering) Contractor's design solutions at tender return, for comparison of solutions by tenderers, which might form the basis of tender evaluation criteria (and to ensure there are no surprises or wacky design solutions on offer).

If the Contract Data - Part 2 optional statement is not used by the ECC tender document compiler, then the Project Manager is in receipt of the Contractor's design post Contract and has to accept or otherwise under ECC Clauses 21.2 and 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 activity schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X4: Parent company guarantee
		X5: Sectional Completion
		X7: Delay damages
		X13: Performance Bond
		X16: Retention
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
		Z6: Additional obligations in respect of Termination
		Z7: Right Reserved by the Employer to Conduct Vetting through SSA
		Z8: Additional Clause Relating to Collusion in the Construction Industry
		Z9: Protection of Personal Information Act
		Z10: BBBEE Clauses

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	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 Port of Cape Town South Arm Road Cape Town 8001
10.1	The <i>Project Manager</i> is: (Name)	TBA
	Address	.....
	Tel	.....
	e-mail	.....
10.1	The <i>Supervisor</i> is: (Name)	TBC
	Address	.....
	Tel No.	.....
	e-mail	.....
11.2(13)	The <i>works</i> are	FOR PROVISION OF THE SERVICE FOR ROOF REPAIRS TO VARIOUS BUILDING FACILITIES IN PORT OF CAPE TOWN.ONCE OFF
11.2(14)	The following matters will be included in the Risk Register	Working in heights
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

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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 Contractor's main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	TBA	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1	
		2	
		3	
30.1	The <i>access dates</i> are	Part of the Site	Date
		1	
		2	
		3	
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
31.2	The <i>starting date</i> is	TBC	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	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>.	

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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 Merchant Bank.
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 and these measurements:
	The place where weather is to be recorded (on the Site) is:	Port Cape Town
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	Cape Town Harbour
	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." T2.2-18
84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.
The <i>Contractor</i> provides these additional Insurances	<ol style="list-style-type: none"> <li data-bbox="774 1361 1444 1597">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 <li data-bbox="774 1630 1444 2018">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.



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- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
 - 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.**
 - 5 The insurance coverage referred to in 1, 2, 3, 4 and 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*.**
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84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *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.

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84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
B	Priced contract with Activity Schedule	No additional data is required for this Option.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
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	Cape Town, South Africa

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	<div>The person or organisation who will choose an arbitrator<ul style="list-style-type: none">- if the Parties cannot agree a choice or- if the arbitration procedure does not state who selects an arbitrator, is</div>	<div>The Chairman of the Association of Arbitrators (Southern Africa)</div>
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	per day
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage is	10% on all payments certified.
X18	Limitation of liability	

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X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil (this is the default position depending on a risk assessment; therefore, this can go up to Total of the Prices)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	5 years after Completion of the whole of the works

Z	<i>Additional conditions of contract are:</i>	
Z6	Additional obligations in respect of Termination	
Z6.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows:
		Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"
Z6.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z7	Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA	



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Z7.1	<p>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:</p> <ol style="list-style-type: none"> 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.
Z8	<p>Additional Clause Relating to Collusion in the Construction Industry</p>
Z8.1	<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 any declared tender rigging including blacklisting.</p>
Z9	<p>Protection of Personal Information Act</p>
Z9.1	<p>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.</p>

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Z10 BBBEE Clauses

Z10.1

Insert additional clause 27.7.

27.7.1. The Employer encourages its Contractors to constantly strive to improve their B-BBEE Contributor Status Levels.

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:	

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

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

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

PART 4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

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

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

1. Description of the Site and its surroundings

1.1. General description

Various building facilities requires roof repairs in the Port of Cape Town.

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

Harbour Street Refits, Damen Shipyard, South Guild, Cinco Engineering, Man-Energy Solutions South Africa, Donald Greig Concrete Slab and Heribi House.

1.3. Subsoil information

To be verified during site briefing meetings.

1.4. Hidden services

To be communicated during site briefing meetings.

1.5. Other reports and publicly available information