

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

**Transnet National Ports Authority**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR QUOTATION (RFQ)**

**FOR THE CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD**

<b>RFP NUMBER</b>	<b>: TNPA/2025/06/0010/98479/RFQ</b>
<b>ISSUE DATE</b>	<b>: 25 June 2025</b>
<b>COMPULSORY TENDER CLARIFICATION</b>	<b>: 3 July 2025</b>
<b>CLARIFICATION VENUE AND TIME</b>	<b>: MS Teams at 12h30pm</b>
<b>CLOSING DATE</b>	<b>: 16 July 2025</b>
<b>CLOSING TIME</b>	<b>: 16h00pm</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

**TECHNICAL PREQUALIFICATION CRITERIA FOR THIS RFQ:**

- **CIDB Grading 3CE OR HIGHER**

## **Contents**

### **Number   Heading**

#### **The Tender**

##### **Part T1:   Tendering Procedures**

- T1.1       Tender Notice and Invitation to Tender
- T1.2       Tender Data

##### **Part T2:   Returnable Documents**

- T2.1       List of Returnable Document
- T2.2       Returnable Schedules

#### **The Contract**

##### **Part C1:   Agreements and Contract Data**

- C1.1       Form of Offer and Acceptance
- C1.2       Contract Data (Parts 1 & 2)
- C1.3       Form of Guarantee

##### **Part C2:   Pricing Data**

- C2.1       Pricing Instructions
- C2.2       Bill of Quantities

##### **Part C3:   Scope of Work**

- C3.1       Works Information

##### **Part C4:   Site Information**

- C4.1       Site Information

## **RFQ Annexures**

Annexure A- How to Submit Electronically: Guide for Bidders

Annexure B- CIDB standard conditions of tender

Annexure C- Drawings

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

## SECTION 1: SBD1 FORM

### PART A INVITATION TO BID

#### YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET NATIONAL PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD

BID NUMBER:	TNPA/2025/06/0010/98479/RFQ	ISSUE DATE:	25 June 2025	CLOSING DATE:	16 July 2025	CLOSING TIME:	16:00
DESCRIPTION	CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD						

#### BID RESPONSE DOCUMENTS SUBMISSION

**RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED** (*please refer to section 2, paragraph 3 for a detailed process on how to upload submissions*)

<https://transnetetenders.azurewebsites.net> – Refer to Annexure A (How to user guide)

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>	<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>
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CONTACT PERSON	Sibulele Mzizi
E-MAIL ADDRESS	<a href="mailto:TNPAONBETWEEN@transnet.net">TNPAONBETWEEN@transnet.net</a>

#### SUPPLIER INFORMATION

NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER:  MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.</b>					

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. TAX COMPLIANCE REQUIREMENTS

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE: \_\_\_\_\_



CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

## 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]. It is estimated that tenderers must have a CIDB contractor grading of **3CE or higher**

DESCRIPTION	<b>CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD</b>
TENDER DOWNLOADING	<p>This Tender may be downloaded directly from these websites:</p> <p><b>ALL FREE OF CHARGE</b></p> <ol style="list-style-type: none"> <li><b>National Treasury e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a></b></li> <li><b>Transnet e-Tender Publication Portal website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a></b> (please use Google Chrome to access Transnet link), and</li> <li><b>CIDB website <a href="https://www.cidb.org.za/cidb-tenders/current-tenders/">https://www.cidb.org.za/cidb-tenders/current-tenders/</a></b></li> </ol>
COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted on the <b>3 July 2025 at 12h30pm</b> for a period of ± 2 (two) hours via Microsoft Teams using the link below.</p> <p><b><a href="#">Join the meeting now</a></b></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>The certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01</b> hereto must be completed and submitted with your</p>



CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

	<p>Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers failing to attend the compulsory tender clarification will be disqualified.</b></p>
<b>CLOSING DATE</b>	<p><b>16 July 2025 at 16h00</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b></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>); - **Refer to Annexure A – How to guide**

- 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.**
- **Tenderers must ensure the filenames of the documents intended for upload do not contain special characters, e.g. #, %, etc. The use of special characters will result in document upload failure for which**





**Transnet does not accept responsibility. Only alphabetical or numerical characters shall be used in filenames.**

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

### **3. CONFIDENTIALITY**

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

### **4. DISCLAIMERS**

Tenderers are hereby advised that Transnet is not committed to any course of action because of its issuance of this Tender and/or its receipt of a tender offer. Please note that Transnet reserves the right to:

- 4.1. Award the tender to the highest scoring bidder/s unless objective criteria exist that justify the award to another bidder.
- 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.



CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise.
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date.
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so.
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s).
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on [T2.2-13], [**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

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

Supplier Number..... and Unique registration reference number.....(**Tender Data**)

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



## T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts published in Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019.

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

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

### Clause

### Data

C.1.1 The *Employer* is

**Transnet SOC Ltd**  
**(Reg No. 1990/000900/30)**

C.1.2 The tender documents issued by the *Employer* comprise:

### Part T: The Tender

Part T1: Tendering procedures

T1.1 Tender notice and invitation to tender.

T1.2 Tender data

Part T2: Returnable documents

T2.1 List of returnable documents

T2.2 Returnable schedules

### Part C: The contract

Part C1: Agreements and contract data

C1.1 Form of offer and acceptance

C1.2 Contract data (Part 1 & 2)

C1.3 Form of Securities

Part C2: Pricing data

C2.1 Pricing instructions



## C2.2 Bill of Quantities

## Part C3: Scope of work

## C3.1 Works Information

## Part C4: Site information

## C4.1 Site information

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C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Sibulele Mzizi
	Address:	Procurement Office Fleming Street Port Elizabeth 6001
	E – mail	<a href="mailto:TNPAPONBETWEEN@transnet.net">TNPAPONBETWEEN@transnet.net</a>

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

**1. Stage One – Test for Responsiveness.**

**Step 1.1: Test for Administrative Responsiveness**

Check that all required documents have been submitted.

**Step 1.2: Test for Substantive Responsiveness**

Check that the Tender meets the minimum criteria including pre-qualification/ mandatory and/ or eligibility criteria.

**The following are mandatory pre-qualification criteria for this tender. Any tenderer that fails to meet the stipulated eligibility pre- qualification criteria will be regarded as an unacceptable tender.**

- **Eligibility with regards to attendance at the compulsory clarification meeting:**
-



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

- **Eligibility in terms of the Construction Industry Development Board:**

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

- b) Joint Venture (JV)

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

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

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

- **Submission of a signed and completed Form of Offer**
- **Submission of a fully priced Bill of Quantities**

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



## 2. Stage Two - Establishment of Final Weighted Score

Step 2.1 Evaluation of Price and Preference

Step 2.2 Test for Market related pricing

## 3. Stage Three: Risk Assessment

In accordance with CIDB Standard Conditions of Tender, clause C.3.13, a risk assessment will be done on the award of this tender to ascertain whether there will be a potential unacceptable risk to the employer which can't be mitigated satisfactorily prior to the award. Risks identified will purely come with the information supplied with tenders during tender evaluation, i.e. need to be clarified for mitigation thereof.

The risks, root causes and mitigations will be identified as part of this process. This is done in keeping with the prescripts of CIDB Standard for Uniformity, Annexure B, Standard Conditions of Tender, C.3.13.

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

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

C.2.12 No alternative tender offers will be considered.

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

C.2.13.5 The *Employer's* details and identification details that are to be shown on each tender offer are as follows:

C2.15.1



CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number:  
TNPA/2025/03/0019/91836/RFQ
- The Tender Description: construction of manholes, installation of new water inline strainers, additional water meters, and isolation gate valves at the Port of Ngqura for a once-off period

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 16 July 2025**

Location: The Transnet e-Tender Submission Portal:  
(<https://transnetetenders.azurewebsites.net>);

**NO LATE TENDERS WILL BE ACCEPTED**

C.2.16 The tender offer validity period is **12 weeks** from 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 provide Transnet with a TCS PIN to verify Tenderers' compliance status.**
2. A valid **B-BBEE Certificate issued in terms of the Construction Sector Codes (CSC000)** 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 case of all EMEs and QSEs with 51% black ownership or more together





with the tender.

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

**Note:** Refer to Section T2.2 for List of Returnable Documents

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- C.3.11. Up to 80 points for price will be allocated where the financial value of one or more responsive tenders received has a value equal to or below R50 million, inclusive of all applicable taxes.

Up to 20 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 BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Status Level of Contributor 1 or 2	10.00
+51 % EME or QSE Black owned Entities	5.00
30% Black women Owned entities	5.00
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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



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 tender does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters.
3. The tender has fully and properly completed the **Compulsory Enterprise Questionnaire** (T2.2-10) and there are no conflicts of interest which may impact on the tender's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employment of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia.

the tenderer:

### C.3.13

- a) Bidder(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority.
- b) Tenderers' price is considered too low on a risk/ commercial basis.
- c) There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact (T2.2-24).
- d) The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project.
- e) Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment.
- f) It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business.
- g) The tenderer or its members, directors, partners:
  - a. Is under restrictions as contemplated in the Integrity Pact (T2.2.24),



- 
- b. Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated.
  - c. In relation to the proposed contract, a due diligence exercise to validate the bidder's proposal that demonstrate that it possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract.
  - d. Has no legal capacity to enter into the contract.
  - e. Is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing.
  - f. Does not comply with the legal requirements, if any, stated in the tender data; and
  - g. Is not able to perform the contract free of conflicts of interest.
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C.3.17 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

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## 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 Eligibility Criteria Schedule** - Proof of attendance at ` Compulsory Tender Clarification Meeting
- T2.2-02 **Stage One as per CIDB: Eligibility Criteria Schedule** – 3CE or higher CIDB Registration Certificate or CRS number
- C1.1 Completed and signed Form of Offer
- C2.1 A completed Bill of Quantities

### 2.1.2 Returnable Schedules:

#### General:

- T2.2-03 Authority to submit tender
- T2.2-04 Record of addenda to tender documents
- T2.2-05 Letter of Good Standing
- T2.2-06 Risk Elements
- T2.2-07 Availability of equipment and other resources
- T2.2-08 Schedule of proposed Sub-contractors
- T2.2-09 Site Establishment requirements

Valid proof of Respondent's compliance to Specific Goals evidence Preference Points Claim Form requirements stipulated in SBD6.1

#### Agreement and Commitment by Tenderer:

- T2.2-10 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- SBD 4 Bidders' Declaration
- T2.2-11 Non-Disclosure Agreement

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

T2.2-12 RFQ Declaration Form

T2.2-13 RFQ – Breach of Law

T2.2-14 Certificate of Acquaintance with Tender Document

T2.2-15 Service Provider Integrity Pact

T2.2-16 Supplier Code of Conduct

T2.2-17 Protection of Personal Information Act, 4 of 2013 ("POPIA")

### **1.3.2 Bonds/Guarantees/Financial/Insurance:**

T2.2-18 Insurance provided by the Contractor

T2.2-19 Form of Intent to provide a Performance Guarantee

T2.2-20 Three (3) years audited or reviewed financial statements

## **2.3 C1.2 Contract Data**

## **2.4 C1.3 Forms of Securities**

## **2.5 C2.1 Pricing Instructions (Bill of Quantities)**

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

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

This is to certify that

(Company  
Name)

Represented

(Name and  
Surname)

by:

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

**Particulars of person(s) attending the meeting:**

Name

Signature

Capacity

**Attendance of the above company at the meeting was confirmed:**

Name

Signature

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

Date

**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. (Will be verified with CIDB)**

CRS Number	Status	Grading	Expiry Date

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

**2. Joint Venture (JV)**

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

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



CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

### T2.2-03: Authority to submit a Tender.

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

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

#### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

**B. Certificate for Partnership**

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

\_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_

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

Name	Address	Signature	Date

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

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

### C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms \_\_\_\_\_, an authorised signatory of the company

\_\_\_\_\_, acting in the capacity of lead

partner, to sign all documents in connection with the tender offer for Contract \_\_\_\_\_

\_\_\_\_\_ and any contract resulting from it on our behalf.

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

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

<b>Name of firm</b>	<b>Address</b>	<b>Authorising signature, name (in caps) and capacity</b>

TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

**D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

## T2.2-04: 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		

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

## **T2.2-05 Letter/s of Good Standing with the Workmen's Compensation Fund**

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

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

Name of Company/Members of Joint Venture:

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

**T2.2-06: 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.

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

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

[illegible]



**T2.2-08: Schedule of Proposed Subcontractors**

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

**Note to tenderers:**

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

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

Provide information of the Sub-contractors below:

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

TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

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

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

## T2.2-09: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

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

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

## T2.2-10 : ANNEX G COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars hereunder must be furnished.

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

**1. SECTION 1: NAME OF ENTERPRISE:** \_\_\_\_\_

**2. SECTION 2: VAT REGISTRATION NUMBER, IF ANY:** \_\_\_\_\_

**3. SECTION 3: CIDB REGISTRATION NUMBER, IF ANY:** \_\_\_\_\_

**4. SECTION 4: CSD NUMBER:** \_\_\_\_\_

### 5. SECTION 5: PARTICULARS OF SOLE PROPRIETORS AND PARTNERS IN PARTNERSHIPS

Name	Identity number	Personal income tax number

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

### 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.**

## CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

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

**1. GENERAL CONDITIONS**

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

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

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

1.3 Preference points for this bid shall be awarded for:

- (a) Price.
- (b) B-BBEE Status Level of Contribution; and
- (c) Any other specific goal determined in the Transnet preferential procurement policy

1.4 The maximum points for this bid are as follows:

	POINTS
PRICE	80
B-BBEE Status Level of Contributor 1 and 2	10.00
30% Black Women Owned entities	5.00
+51 % EME or QSE Black owned Entities	5.00
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

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

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

and excise duties.

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

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

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. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status contributor	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate issued in terms of the Construction Sector Charter Codes CSC000 (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate issued in terms of the Construction Sector Charter Codes CSC000 (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
+51 % EME or QSE Black owned Entities	CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate issued in terms of the Construction Sector Charter Codes CSC 000 (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline



- 4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises: NOTE: Any BBEE Certificate or Affidavit must be issued in terms of the Construction Sector Charter Codes CSC000.

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	<p>Certificate issued by SANAS accredited verification agency</p> <p>Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned)</p> <p>[Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a>.]</p>
EME <sup>1</sup>	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that

---

<sup>1</sup> 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.

such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . = ..... (maximum of 5.00 points)
- (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

## 7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD



## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

### 8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

### 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

### 8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Service provider
- ☐ Other Service providers, e.g. transporters, 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 certificates, 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 because of points claimed as shown in paragraphs 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 would affect or has affected the evaluation of a bid, or where a bid 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 damage it has incurred or suffered because of that person's conduct.
  - (c) cancel the contract and claim any damage which it has suffered because of having to make less favorable 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 penalize the bidder up to 10 percent of the value of the contract.
  - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (f) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

## BIDDER'S DISCLOSURE (SBD 4)

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offer 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 interest<sup>2</sup> in the enterprise,  
employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2 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. However, communication between partners in a joint venture or consortium<sup>3</sup> 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

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<sup>3</sup> 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.

TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

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

**T2.2-11: 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**].
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
  - 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
  - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
  - 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and

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

## 2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

### **3. RECORDS AND RETURN OF INFORMATION**

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

### **4. ANNOUNCEMENTS**

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

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

## **5. DURATION**

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

## **6. PRINCIPAL**

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

## **7. ADEQUACY OF DAMAGES**

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

## **8. PRIVACY AND DATA PROTECTION**

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

## **9. GENERAL**

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

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

- 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

**T2.2-12: RFQ DECLARATION FORM**

NAME OF COMPANY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers for any/all questions (as applicable) which were submitted by us for tender clarification purposes.
2. we have received all the 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:

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Indicate nature of relationship with Transnet:

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CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

*[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 an award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-15 "Service Provider Integrity Pact".

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

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

## 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 a tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the 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](http://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](mailto: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.



TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

**T2.2-13: REQUEST FOR PROPOSAL – BREACH OF LAW**

NAME OF COMPANY: \_\_\_\_\_

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

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

NATURE OF BREACH:

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DATE OF BREACH:

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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\_\_\_\_

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SIGNATURE OF TENDER

## **T2.2-14 Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

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1. By signing this certificate, I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with and

agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.

2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer
5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive Tendering.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where Services will be rendered [market allocation]
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - f) Tendering with the intention not winning the tender.

TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

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\_\_\_\_

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SIGNATURE OF TENDERER

## **T2.2-15: Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## PREAMBLE

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

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

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

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

## 1 OBJECTIVES

- 1.1 Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and underpricing 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 organization 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 forms, including extortion and bribery.

## 4 INDEPENDENT TENDERING

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

- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed. by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## 5 DISQUALIFICATION FROM TENDERING PROCESS

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

or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

## **6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)**

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

- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders.
  - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents.
  - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract.
  - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract.
  - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person.
  - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
    - (i) he made the statement in good faith honestly believing it to be correct; and
    - (ii) before making such a statement he took all reasonable steps to satisfy himself with its correctness.
  - g) caused Transnet damage, or to incur costs 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 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 to 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 tendering / supplying entity; and
  - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to

affect his / her judgment in action in the best interest of Transnet or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:

- a) Private gain or advancement; or
- b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:

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

9.4 The Tenderer/Service Provider/Contractor shall not lend 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:



CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds.
- b) **Perjury:** where a Tenderer / Service Provider / Contractor makes 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 .....



## **T2.2-16: Supplier Code of Conduct**

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

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

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

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

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

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

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

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

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

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

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

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc).
  - Collusion.
  - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.).
  - Corrupt activities listed above; and
  - Harassment, intimidation or other aggressive actions towards Transnet employees.

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

- 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.

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

***Conflicts of Interest***

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

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

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

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

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

Signed this on day \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
Signature

## **T2.2-17 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")**

### **1. PREAMBLE AND INTRODUCTION**

- 1.1. The rights and obligation of the Parties in terms of the Protection of Personal Information Act, 4 of 2013 ("POPIA") are included as forming part of the terms and conditions of this contract.

### **2. PROTECTION OF PERSONAL INFORMATION**

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013" (POPIA"):  
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:  
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement, the Operator is (... insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

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

- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

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

- 2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.
- 2.14. Should a Tenderer have any complaints or objections to processing of its personal information, by Transnet, the Tenderer can submit a complaint to the Information Regulator on <https://www.justice.gov.za/infocreg/>, click on contact us, click on complaints.IR@justice.gov.za

### 3. **SOLE AGREEMENT**

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

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

..... **(Pty) Ltd**

(Operator)

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

**AS WITNESSES:**

1. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_ Signature: \_\_\_\_\_



CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

### T2.2-18: 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 R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

**T2.2-19: Form of Intent to Provide a Performance Guarantee**

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

Name of Guarantor  
(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of  
tenderer)

Date

**Confirmed by Guarantor's Authorised Representative**

Signature(s)

Name (print)

Capacity

On behalf of Guarantor  
(Bank/insurer)

Date



TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

**T2.2-20: Three (3) years audited financial statements**

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

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### C1.1: Form of Offer & Acceptance

#### Offer

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

#### **CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD**

The tender, identified in the Offer signature block, has

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

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

The offered total of the Prices exclusive of VAT is	<b>R</b>
Value Added Tax 15% is	<b>R</b>
The offered total of the Prices inclusive of VAT is	<b>R</b>
(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.

TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

Signature(s)

Name(s)

Capacity

**For the  
tender:**

.....  
*(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).

TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

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

Signature(s)

Name(s)

Capacity

for the Transnet SOC Ltd

Employer

Name &  
signature of  
witness

*(Insert name and address of  
organisation)*

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 tender cover letter must not be included in the final contract document. Should any matter in such a 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	Form of Offer	
2	Contract Data: Part one - Data provided by employer	
3		
4		
5		

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

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



TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

**For the tenderer:****For the Employer**

Signature

Name

Capacity

On behalf of *(Insert name and address of organisation)*

Transnet SOC Ltd

Name &  
signature  
of witness

Date



## C1.2 Contract Data

### PART ONE - DATA PROVIDED BY THE *EMPLOYER*

The NEC 3rd Edition Engineering and Construction 2005 as published by Thomas Telford Ltd a wholly owned subsidiary of the Institution of Civil Engineers (UK) shall apply to and form the General Conditions of Contract for this contract. This publication is available, and Tenderers must obtain copies at their own cost.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		<b>B: Priced contract with bill of quantities</b>
	Dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	<b>X2: Changes in the law</b> <b>X4: Parent company guarantee</b> <b>X7: Delay damages</b> <b>X13: Performance Bond</b> <b>X16: Retention</b> <b>X18: Limitation of liability</b>
		<b>Z: Additional conditions of contract</b>

	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	<b>Z2: Additional clause relating to Performance Bonds and/or Guarantees</b> <b>Z3: Additional clauses relating to Joint Venture</b> <b>Z4: Additional obligations in respect of Termination</b> <b>Z6: Additional Clause Relating to Collusion in the Construction Industry</b> <b>Z9: Protection of Personal Information Act</b>
10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd</b> <b>(Registration No. 1990/000900/30)</b>
	Address	Registered address: <b>Transnet Corporate Centre</b> <b>138 Eloff Street</b> <b>Braamfontein</b> <b>Johannesburg</b> <b>2000</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet SOC Ltd</b> <b>(Registration No. 1990/000900/30) trading through its operating division</b> <b>Transnet National Ports Authority (TNPA)</b> <b>eMendi Admin Building, Klub Road</b> <b>Port of Ngqura</b> <b>6001</b>
10.1	The <i>Project Manager</i> is: (Name)	<b>Vuyolwethu Sobekwa</b>
	Address	<b>Transnet National Ports Authority (TNPA)</b> <b>TNPA Admin Building,</b> <b>Port of Port Elizabeth, Green Street,</b> <b>Gqeberha, 6001</b>

	Tel	<b>Not applicable</b>
	e-mail	<b>Not applicable</b>
10.1	The <i>Supervisor</i> is: (Name)	<b>Luphumlo Matitiba</b>
	Address	<b>Transnet National Ports Authority (TNPA) eMendi Admin Building, Klub Road, Port of Ngqura, Neptune Road, Coega, Gqeberha, 6100</b>
	Tel No.	<b>Not applicable</b>
	e-mail	<b>Not applicable</b>
11.2(13)	The <i>works</i> are	<b>For the construction of manholes, installation of new water inline strainers, additional water meters, and isolation gate valves at the Port of Ngqura for a once-off period</b>
11.2(14)	The following matters will be included in the Risk Register	<b>1. The work to be performed will be done in an operational terminal. 2. There are no as-built drawings of existing services within the school's vicinity.</b>
11.2(15)	The <i>boundaries of the site</i> are	<b>As stated in Part C4.1." Description of the Site and its surroundings"</b>
11.2(16)	The Site Information is in	<b>Part C4</b>
11.2(19)	The Works Information is in	<b>Part C3</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>Two (2) weeks</b>
<b>2</b>	<b>The <i>Contractor's</i> main responsibilities</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>3</b>	<b>Time</b>	

11.2(3)	The <i>commencement date</i> for the contract is	<b>1 August 2025</b>	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<b>Condition to be met</b>	<b>key date</b>
		<b>1</b>	<b>Construction starts</b>
			<b>15 August 2025</b>
		<b>2</b>	<b>Construction complete</b>
			<b>31 December 2025</b>
30.1	The <i>access dates</i> are	<b>Part of the Site</b>	<b>Date</b>
		<b>1</b>	<b>As per approved programme</b>
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>Two (2) weeks of the Contract Date.</b>	
31.2	The <i>starting date</i> is	<b>1 August 2025</b>	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>Two (2) weeks.</b>	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		



<b>4</b>	<b>Testing and Defects</b>	
42.2	The <i>defects date</i> is	<b>Fifty-two (52) weeks after delivery and Completion of the whole of the <i>works</i>.</b>
43.2	The <i>defect correction period</i> is	<b>Two (2) weeks</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is monthly on the	<b>Twentieth (20<sup>th</sup>) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>Payment will be implemented on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>
1.4	The <i>interest rate</i> is	<b>The prime lending rate of Rand Merchant Bank of South Africa.</b>
<b>6</b>	<b>Compensation events</b>	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	<b>the cumulative rainfall (mm)</b>
		<b>the number of days with rainfall more than 10 mm</b>
		<b>the number of days with minimum air temperature less than 0 degrees Celsius</b>
		<b>the number of days with snow lying at 08:00 hours South African Time</b>
		<b>the wind speed (km/h) and direction of the wind</b>
	The place where weather is to be recorded (on the Site) is:	<b>The <i>Contractor's</i> Site establishment area</b>



	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	<b>Port of Ngqura, Gqeberha, Eastern Cape</b>
	and which are available from:	<b>South African Weather Service 012 367 6023</b> or <a href="mailto:info3@weathersa.co.za">info3@weathersa.co.za</a> .
<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>The work to be done will be done in an operational area.</b>  <b>1. On some areas there will be moving traffic.</b>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	<b>Loss of or damage to the <i>works</i>, Plant and Materials, is as stated in the Insurance policy for Contract Works/ Public Liability.</b>
	Cover / indemnity:	<b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>as stated in the insurance policy for Contract Works / Public Liability</b>



	2 Insurance against:	<b>Loss of or damage to property (except the <i>works</i>, Plant and Materials &amp; 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</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
	3 Insurance against:	<b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>As stated in the insurance policy for Contract Works / Public Liability</b>
	4 Insurance against:	<b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</b>
	Cover / indemnity	<b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>
	The deductibles are	<b>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.</b>
	Note:	<b>The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."</b>





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	<b>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.</b>	
	The <i>Contractor</i> provides these additional Insurances	1	<b>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</b>
		2	<b>Where the contract involves manufacture, and/or fabrication of Plant &amp; 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 &amp; 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.</b>
		3	<b>Should the <i>Employer</i> have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the <i>Contractor's</i> policies of insurance as well as those of any sub-contractor</b>
		4	<b>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.</b>



		<b>5</b>	<b>Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement</b>
		<b>6</b>	<b>Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000</b>
		<b>7</b>	<b>The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> 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 <i>Contractor</i>.</b>
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is		<b>Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.</b>



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:	<b>Principal Controlled Insurance policy for Contract</b>
<b>9</b>	<b>Termination</b>	<b>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>B</b>	<b>Priced contract with Bill of Quantities</b>	<b>No additional data is required for this Option.</b>
60.6	The <i>method of measurement</i> is	<b>The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	<b>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>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
	If no <i>Adjudicator nominating body</i> is entered, it is:	<b>the Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Port Elizabeth, Eastern Cape, South Africa</b>

	<p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> <li>- if the Parties cannot agree a choice or</li> <li>- if the arbitration procedure does not state who selects an arbitrator, is</li> </ul>	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X4</b>	<b>Parent company guarantee</b>	<b>No additional data is required for this Option</b>
<b>X7</b>	<b>Delay damages</b>	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	<b>R 1600.00 Excl. VAT per day</b>
<b>X13</b>	<b>Performance bond</b>	
X13.1	The amount of the performance bond is	<b>Five per cent (5%) of the total of the Prices</b>
<b>X16</b>	<b>Retention</b>	
16.1	The retention fee is	<b>Nil</b>
	The retention percentage is	<b>Ten per cent (10%) on all payments certified.</b>
<b>X18</b>	<b>Limitation of liability</b>	

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>Nil</b>
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:	<b>The deductible of the relevant insurance policy</b>
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:	<b>The cost of correcting the Defect</b>
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:	<b>The Total of the Prices</b>
X18.5	The <i>end of liability date</i> is	<b>Five (5) years after Completion of the whole of the <i>works</i> and the project is complete</b>
<b>Z</b>	<b><i>Additional conditions of contract</i></b>  The additional conditions of contract are:	

**Z2****Additional clause relating to  
Performance Bonds and/or  
Guarantees****Z2.1**

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

**Z3****Additional clauses relating to  
Joint Venture****Z3.1**

**Insert the additional core clause 27.5**

**27.5. In 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 I 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 mus 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**



Z3.2

**Provide the Works;**

ii. **identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative.**

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

- Financial requirements for the Joint Venture:**

iv. **the working capital requirements for the Joint Venture, 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.**

**Insert additional core clause 27.6**

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





<b>Z4</b>	<b>Additional obligations in respect of Termination</b>	<b>The following will be included under core clause 91.1:</b>
<b>Z4.1</b>		<p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> <li>• commenced business rescue proceedings (R22)</li> <li>• repudiated this Contract (R23)</li> </ul>
<b>Z4.2</b>		<p>Insert additional core clause 27.6</p> <p><b>27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.</b></p>
<b>Z6</b>	<b>Additional Clause Relating to Collusion in the Construction Industry</b>	
<b>Z6.1</b>		<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>
<b>Z9</b>	<b>Protection of Personal Information Act</b>	<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>

## 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:	

TNPA/2025/06/0010/98479/RFQ  
CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
2	Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	

TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

		<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .</b>
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
<b>B</b>	<b>Priced contract with bill of quantities</b>	
11.2(21)	The <i>bill of quantities</i> is in	<b>Part C2.2</b>
11.2(31)	The tendered total of the Prices is	(in figures)  (in words), excluding VAT
	<b>Data for Schedules of Cost Components</b>	<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>B</b>	<b>Priced contract with bill of quantities</b>	<b>Data for the Shorter Schedule of Cost Components</b>
41 in SSCC	The percentage for people overheads is:	<b>%</b>
21 in SSCC	The published list of Equipment is the last edition of the list published by	

TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

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

TNPA/2025/06/0010/98479/RFQ  
CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

### C1.3 Forms of Securities

#### **PRO FORMA PERFORMANCE GUARANTEE**

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

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

Option X13: Performance bond

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

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

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

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

TNPA/2025/06/0010/98479/RFQ  
CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION  
GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

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

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

TRANSNET SOC LTD

C/O TRANSNET NATIONAL PORTS AUTHORITY

TRANSNET CORPORATE CENTRE

Date:

138 ELOFF STREET

BRAAMFONTEIN

JOHANNESBURG

2000

Dear Sirs,

**Performance Bond for Contract No. TNPA/2024/05/0014/65116/RFP**

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

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

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

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

I/We the undersigned

on behalf of the  
Guarantor

of physical address

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

1. The terms *Employer*, *Contractor*, *Project Manager*, *works* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.
4. This bond will lapse earlier on the of
5.
  - the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
  - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
6. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
7. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses



TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.

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

(say)

---

R \_\_\_\_\_

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

Signed \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_  
at \_\_\_\_\_

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)


TNPA/2025/06/0010/98479/RFQ  
CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

## Part 2: Pricing Data

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	2 - 5
C2.2	The <i>bill of quantities</i>	6 -7

## C2.1 Pricing instructions: Option B

### THE *CONDITIONS OF CONTRACT*

#### How the contract prices work and assesses it for progress payments

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

#### Identified 11

#### and defined

#### terms

11.2 (21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.

(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.

(28) The Price for Work Done to Date is the total of

- the quantity of the work which the *Contractor* has completed for each item in the Bill of Quantities multiplied by the rate and
- a proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed.

Completed work is work without Defects which would either delay or be covered by immediately following work.

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

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

TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

**Function of the Bill of Quantities**

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

**Guidance before pricing and measuring.**

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

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

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

TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

## MEASUREMENT AND PAYMENT

### Symbols

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

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m <sup>2</sup>	square metre
m <sup>2</sup> -pass	square metre pass
m <sup>3</sup>	cubic metre
m <sup>3</sup> -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number

TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

Prov sum <sup>4</sup>	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Workday

---

<sup>4</sup> Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work

## General assumptions

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

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

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

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

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

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

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

## Departures from the *method of measurement*

None

## Amplification of or assumptions about measurement items

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



TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

**C2.2 The bill of quantities**

ITEM NO.	DESCRIPTION	Unit	QTY	Rate	Total Amount
1.	<b><u>PRELIMINARIES AND GENERAL</u></b>				
1.1	PoN SHE File (detailed breakdown to be provided upon request for such information).	Sum	1		
1.2	Establishment of facilities for Contractor. <i>(Including, but not limited to, Offices and storage sheds, Name boards, Ablution and latrine facilities, Use of Plant, Tools and equipment, Water supplies, electric power and communications, Items in terms of the Industrial Relations Act and Employment conditions for tender purposes.)</i>	Sum	1		
1.3	Removal of site establishment.	Sum	1		
2.	<b><u>CONSTRUCTION OF MANHOLES</u></b>				
	All the supplied labour, tools, machinery, transportation of materials, shuttering, cutting and fitting, excavations required, compaction etc. must be built into the following items.				
2.1	Construction of Manhole Type 1	Item	2		
2.2	Construction of Manhole Type 2	Item	6		
2.3	Construction of Manhole Cover Slabs	Item	8		
2.4	Backfilling and compacting excavated insitu material to 93% MOD AASTHO in 200mm thick layers around each manhole	Sum	1		
3.	<b><u>SUPPLY AND INSTALL WATERLINE EQUIPMENT</u></b>				
	Rates for all the supplied labour, tools, machinery, transportation of materials, cutting and fitting etc. must be built into the following items.				
3.1	Gate Valves	Item	10		
3.2	Strainers	Item	8		





TNPA/2025/06/0010/98479/RFQ  
CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND  
ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

ITEM NO.	DESCRIPTION	Unit	QTY	Rate	Total Amount
3.3	Mechanical Water Meters	Item	2		
4.	<b><u>GENERAL WORKS</u></b>				
4.1	Disposal of surplus excavated material.	Sum	1		
4.2	Cleaning and clearing of site.	Sum	1		
5.	<b>Sub-total excluding VAT</b>				
6.	<b>TOTAL EXCLUDING VAT CARRIED TO FORM OF OFFER</b>				

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

<b>Document reference</b>	<b>Title</b>	<b>No of page</b>
C3.1	This cover page <i>Employer's Works Information</i>	1 2-43
C3.2	<i>Contractor's Works</i>	43-44
	<b>Total number of pages</b>	<b>44</b>



TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

**C3.1 EMPLOYER'S WORKS INFORMATION****Contents**

1	<u>INVITATION TO SUBMIT A PROPOSAL FOR THE CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES.....</u>	2
2	<u>SCOPE OF WORKS AND CONTRACT DATA.....</u>	3
3	<u>CONSTRUCTION.....</u>	5
4	<u>CONTRACT DURATION.....</u>	13
5	CONTRACTORS' STAFF AND LABOURERS TO BE USED ON SITE.....	6
6	SITE SERVICES AND FACILITIES.....	6
7	WORKING HOURS.....	9
8	COMMUNICATION.....	9
9	COMPLIANCE.....	9
10	PUBLICITY AND PROGRESS PHOTOGRAPHS.....	11
11	BILL OF QUANTITIES.....	12
12	COMPLETION, TESTING, COMMISSIONING.....	14
13	TRAINING WORKSHOPS AND TECHNOLOGY TRANSFER.....	14



TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

**1. INVITATION TO SUBMIT A PROPOSAL FOR THE CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES**

Tenderers with CIDB grading **3CE or higher** are hereby invited to submit Requests for Proposals for the for the construction of manholes, installation of new water inline strainers, additional water meters, and isolation gate valves at the Port of Ngqura for a once-off period.

Only those bidders who satisfy the following eligibility criteria are eligible to submit tenders:

**1.1 Stage One – Eligibility with regards to attendance at the compulsory clarification meeting and site walk**

An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting at the indicated site.

**1.2 Stage Two - Eligibility in terms of the Construction Industry Development Board**

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

**b) Joint Venture**

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

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

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



TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

## 2 SCOPE OF WORKS AND CONTRACT DATA

### 2.1 SCOPE OF WORKS

The contract scope of works comprises the following:

The Contractor shall construct eight (8) manholes at various specified locations around the Port. There are two (2) types of manholes which comprise of the following components:

Manhole Type 1	Manhole Type 2
<ul style="list-style-type: none"> <li>Reinforced concrete base</li> <li>Reinforced concrete walls</li> <li>Reinforced concrete cover slab with cast iron manhole lid</li> </ul>	<ul style="list-style-type: none"> <li>Concrete base with mesh reinforcement</li> <li>Double skin brick walls</li> <li>Reinforced concrete cover slab with cast iron manhole lid</li> </ul>
Suitable for manhole depths greater than 2m.	Suitable for manhole depths up to 1.8m.

The Contractor shall supply and install eight (8) water line strainers on the Port's current water network. The water line strainer shall be Fusion Bonded Epoxy Coated, Ductile Iron Y Strainer Flanged with 304 Stainless Steel Mesh.

The Contractor shall supply and install ten (10) gate valves on the Port's current water network. The gate valves shall be Fusion Bonded Epoxy Coated.

The Contractor shall supply and install two (2) mechanical water meters on the Port's current water network. The mechanical water meters shall be a Class C Bulk meter for cold potable water.

### 2.2 Construction of manholes

#### a) Supply and Installation of Water Line Strainers

The Contractor shall supply and install water line strainers on the Port's current water network. The water strainers shall be installed inside the newly constructed manholes. There are eight water strainers that need to be installed in total. The water line strainer shall be Fusion Bonded Epoxy Coated, Ductile Iron Y Strainer Flanged with 304 Stainless Steel Mesh. The existing pipe sizes varies between 110mm diameter to 315mm diameter. In addition, the pipe types are Class 16 UPVC and Class 12.5 HDPE.

#### b) Supply and Installation of Gate Valves

The Contractor shall supply and install gate valves on the Port's current water network. The gate valves shall be installed inside the newly constructed manholes. There are ten gate valves that need to be installed in total. The gate valves shall be Fusion Bonded Epoxy Coated. The existing pipe sizes varies between 110mm diameter to 315mm diameter. In addition, the pipe types are Class 16 UPVC and Class 12.5 HDPE.



TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

**c) Supply and Installation of Water Meters**

The Contractor shall supply and install mechanical water meters on the Port's current water network. The water meters shall be installed inside some of the newly constructed manholes. There are two mechanical water meters that need to be installed. Both water meters will be fitted on the existing Class 16 UPVC pipe, one with a diameter of 110mm and the other with a diameter of 200mm. The mechanical water meters shall be a Class C Bulk meter for cold potable water.

All connections to be flanged.

**d) Location of Works (Manholes and Equipment)**

The table below provides a summarized view of the works indicating the equipment that is required at each of the manhole locations.

Manhole No.	Type	Location	Equipment Required	Pipe Type	Pipe Diameter (mm)
1	1	Western Entrance Plaza	1 x Water Strainer 1 x Gate Valve	Class 16 uPVC	315
2	1	NCT Main Meter	1 x Water Strainer 2 x Gate Valve	Class 16 uPVC	250
3	2	NCT North Rail Gate	1 x Water Strainer 1 x Gate Valve	Class 12.5 HDPE	250
4	2	Klub Road (opposite eMendi Admin building)	1 x Water Strainer 1 x Gate Valve	Class 16 uPVC	315
5	2	Klub Road (opposite MPT)	1 x Water Strainer 1 x Gate Valve 1 x Water Meter	Class 16 uPVC	200
6	2	Klub Road (next to booster pump station 3)	1 x Water Strainer 1 x Gate Valve 1 x Water Meter	Class 16 uPVC	200
7	2	Berths D100 – D103 (opposite D-Berth)	1 x Water Strainer 1 x Gate Valve	Class 16 uPVC	160



TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

8	2	Eastern Entrance Plaza	1 x Water Strainer 2 x Gate Valve	Class 16 uPVC	250
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### e) General Works

- Excavations as per the dimensions of the manholes indicated on the drawings (see section 4.)
- Backfilling and compaction of excavated insitu material to 93% MOD AASHTO in 200mm thick layers.
- Disposal of surplus excavated material.
- Cleaning and clearing of site.

## 2.3 PROJECT SPECIFICATIONS

The following project specifications shall be adhered to over and above those indicated on the construction drawings provided.

### 2.3.1 Construction of manholes

- The site shall be safely demarcated and protected during the course of the works.
- The minimum cover required for all reinforced concrete works shall be 50mm.
- The manhole slab shall be power floated to ensure smooth finish.
- Standard brick clay stock shall be used with dimensions of 220x110x80 mm (minimum compressive strength 14MPa).
- The contractor shall exercise caution when conducting works near existing services. Any services damaged by the contractor during the execution of the works shall be repaired and made good at the contractor's expense.

### 2.3.2 Installation of Equipment

- The Contractor shall maintain continuous flow of water supply during the execution of the works, which will be during construction of manholes and preparation for equipment installation. Only expected interruptions will be for a maximum of 8 hours (standard work-day shift) during installation of equipment per manhole.
- The Contractor shall install the required equipment in one work area (manhole) at a time to minimize water disruptions in the Port.
- The installation and fitting of strainer, isolation vales, and water meter shall be done in one day per work area (manhole) to limit water disruptions.
- The Contractor shall submit a product data sheet of the equipment (i.e gate valve, water strainer and mechanical water meter) to the Engineer for approval prior to the procurement and installation of the equipment.
- All equipment installations shall be done in strict accordance with manufacture's specifications.
- The Contractor shall ensure that all equipment installations are completely watertight and sealed and ensure that no leaks are present after the installation is complete.
- The Contractor may be required to work on weekends to minimize water supply disruptions to buildings in the Port.

### 2.3.3 Design of Equipment

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



TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

- The *Contractor* shall provide details and designs of shuttering when carrying out the work.
- The *Contractor* shall also provide installation procedures when installing water strainers, gate valves, and water meters.

### **2.3.4 As-built drawings, operating manuals and maintenance schedules**

The Contractor provides the following:

The Contractor shall provide operating manuals and maintenance schedules in PDF format. The required information shall be submitted in both hardcopy and soft copies.

## **3. Construction**

### **3.1. Temporary *works*, Site services & construction constraints**

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

- The Contractor and all their Sub-Contractors shall comply with the requirements of the Employer with regards to site entry, security controls, permits, and site regulations, and these shall be complied with at all times.
- The Employer will provide magnetically coded ID cards to all Employees of the Contractor and their Sub-Contractors for site access. No charge will be made for initial issues, but lost or damaged cards must be paid for.
- The Contractor shall not have sole possession of Site Areas. The Contractor shall co-operate with Employer's Employees, Port visitors and any other Contractors and common users in regard to occupation and access (as and where applicable).
- The construction will be performed in an operational environment. The Employer's Employees, Port visitors and any other Contractors and common users will proceed with normal duties, during the inspection, removal and installation of fenders. The Employer's Employees, Port visitors and any other Contractors and common users should be timeously notified so that there will be no disruption to Port business. The Contractor shall liaise with the Project Manager in scheduling work and shall comply with all instructions.
- The Contractor performs the works and co-operates with the Employer who operates on site during the entire duration of the Contract period.
- The Contractor shall not commit or permit any act that may interfere with the performance of Port operations and shall carry out work with liaison with the Project Manager.
- The success of the works depends on the effective interaction and co-operation of all parties on site, and it will be necessary to discuss the Contractor's proposed activities and short-term programme on a regular basis with the Project Manager to ensure effective co-operation and a smooth interface between the activities of the Contractor's and others working and operating in this area.

## **4. CONTRACT DURATION**





TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

4.1 The estimated duration of this contract is four (4) months from issuing of letter of award to contractual close out.

## 5. CONTRACTORS' STAFF AND LABOURERS TO BE USED ON SITE

5.1 The *Contractors'* staff and labourers to be used on site must:

- Be inducted before working on site.
- Have and use all safety and personal protective equipment (PPE) necessary for the task to be performed on-site.
- Be certified, skilled and competent to conduct their duties (competence certificates shall be provided as per the TNPA SHE Requirements and will be presented by the TNPA *Project Manager* or *Supervisor* upon request for such documentation).
- Conform to the acceptable standards of behaviour and dress appropriately.

## 6. SITE SERVICES AND FACILITIES

6.1 The *Contractor* shall provide all that is necessary for providing the Works, such as

water, electricity, lighting, platforms, surfacing, disposal permits etc.

6.2 The *Employer* shall make available an area for the delivery site and its facilities. It will be the *contractor's* responsibility to ensure that all the *contractor's* facilities and equipment are sufficiently cordoned off and are contained within this perimeter.

6.3 The working hours shall be from 08h00 to 16h00, Monday to Friday.

6.4 The TNPA *Project Manager* and the *Contractor* may by mutual agreement vary the working hours and the working days.

6.5 The *Contractor* must not vary the working hours and working days without written instruction from the TNPA *Project Manager*.

## 7. COMMUNICATION

7.1 All communication and instructions shall be via, telephone, electronic mail, or letter.

7.2 All verbal communication and instruction made, be it on-site or elsewhere, shall be confirmed in writing.

7.3 The *Contractor* shall provide all their contact details with their Request for Proposal submissions.

## 8. COMPLIANCE

### 8.1 QUALITY ASSURANCE

#### 8.1.1 Quality Records



TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

- The *Contractor* shall maintain quality records necessary to provide objective evidence that demonstrates and verifies achievement of the QA/QC requirements associated with the Quality Plan.
- All records shall be compiled into the Quality Data Pack. The data pack shall be submitted to the *Employer* for acceptance and approval before issuance of an inspection release report.

## 8.2 HEALTH AND SAFETY

All Health and Safety requirements are attached.

## 8.3. ENVIRONMENTAL CONSTRAINTS AND MANAGEMENT.

- All work is to be conducted in accordance with the principles of the National Environmental Management Act, Act no 107 of 1998 but not limited to other applicable regulations, and municipal bylaws, well as the accepted good environmental practices.
- The following documents, included as Annexures of the Works Information, provide the minimum acceptable standards that shall be adhered to:
  - Transnet Integrated Management Systems (TIMS) Commitment Statement – IMS-GRP-GDL-002-1
  - Transnet Minimum Environmental Standards for Construction (MERC) (009-TCC-CLO-SUS-GDL-11385.26)
  - Standard Operating Procedure Construction Environmental Management (CEM SOP) (009-TCC-CLO-SUS-11386).
- 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 outlined above.
- The CEM SOP provides an integrated approach to environmental management. This approach is designed to guide the appropriate allocation of human resources, assign responsibilities, develop procedures, and ensure compliance with regulatory and best practice requirements.
- The MERC describes the minimum 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 must comply with.
- The above requirements shall be applicable to the main *Contractor*, its Subcontractors, Service providers and Suppliers. The *Contractor* must comply with all the requirements of the MERC and CEM SOP as mentioned in the section above.
- The *Contractor* must sign the Declaration of Understanding as a commitment to abide by Transnet's Environmental Governance Framework and any applicable Project Environmental Specification issued by the authorities.
- The *Contractor* Must make provision for a sufficient environmental budget to



TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

meet all the project environmental requirements for the duration of the contract.

- The *Contractor* will be required to submit an environmental file (Environmental management plan) to TNPA post-tender award detailing how they will manage their environmental impacts that are project related. from the *Employer* will be made known on the award of the contract. Site access certificate will not be granted until the Environmental file has been approved by the *Employer's* Environmental representatives.
- The overarching obligations of the *Contractor* under the MERC before construction activities commence on the Site and/or Working Areas are to provide environmental method statements for all construction operations at the Site and/or Working Area by the *Contractor* and were requested by the CM:
  - These include, but are not limited to, the following where applicable:
    - a) Establishment of construction laydown area
    - b) Hazardous and non-hazardous solid waste management
    - c) Stormwater management
    - d) Contaminated water management
    - d) Hydrocarbon spills
    - e) Dust control
    - f) Spoil dumping
    - g) Sourcing, excavating, transporting, and dumping of fill material
    - h) Noise and vibration control
    - i) Removal and stockpiling of topsoil
    - j) Environmental awareness training
    - k) Site division
    - l) Emergency procedures for environmental incidents
    - m) *Contractor's* SHE Officer
    - n) Closure of construction laydown area
- The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of their activities and accordingly prepare separate method statements describing how each of these impacts will be prevented or managed so that the standards set out in the SES document are achieved. The method statements will be prepared in accordance with the requirements set out in the MERC. These method statements shall form part of the environmental file. The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to the Site, have attended the Environmental Induction Programme prior to commencing any work on Site. If new personnel commence work on the Site during construction, the *Contractor* shall ensure that these personnel undergo the Environmental Induction Programme and are made aware of the environmental specifications on Site.



TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

- Method statements need to be compiled by the *Contractor* throughout the Construction and Commissioning phase of the project. These Method Statements must be approved by the TNPA Construction Manager and TNPA Environmental Manager or Environmental Officer. Approval must be at least two weeks prior to the proposed commencement of the activity. Emergency construction activity method statements may also be required. The activities requiring method statements cannot commence if they have not been approved by the TNPA Environmental Manager or Environmental Officer.
- 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.
- During the construction period, the *Contractor* complies with the following:
  - A copy of the latest versions for both CEMP and SES together with EMP shall always 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.
  - 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 be responsible for rehabilitating and cleaning all areas to the satisfaction of the TNPA Environmental Manager or Environmental Officer as detailed in the SES. Sufficient environmental budget must be allocated to achieve this including all environmental requirements for the project for the duration of the contract.
- The *Contractor* must appoint the waste removal Service Providers who is licensed. Ensure the disposal of all the waste that will be generated from this project is legally compliant, the waste removal service provider is authorized to transport all the waste that will be generated from this project and the disposal facility used has a valid license / authorization.

## 9. PUBLICITY AND PROGRESS PHOTOGRAPHS

- The Contractor shall treat all information gained through his appointment on this project as strictly confidential. The Contractor is not allowed to prepare or present any paper, publish any article in a technical journal, or derive publicity of his business which makes any reference to any aspect of the work on this project unless the Employer grants special permission, in writing, for the purpose.
- No photographs are to be taken unless the photographer is in possession of a camera permit issued by the TNPA, Port of Ngqura, Security Manager. Photographs are to be taken for record purposes only.
- The Contractor provides a comprehensive photographic record of the progress of the work by taking photographs at weekly intervals. The initial photographs are to be taken at the start of the project, immediately prior to the commencement of any work. As far as possible, each set of photographs shall be taken from the same locations as the previous set.



TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

- The areas to be photographed and the quality of photographs in each area will be determined by the Project Manager.
- Progress photographs of all manufacturing work carried out off-site are also required.
- Photographs are to be submitted in JPEG format, with a minimum resolution of 1200 x 800. Each set of photographs must be accompanied by an index showing:
  - Contract reference
  - Photograph file reference
  - Date of photography
  - Subject matter

#### 9.1 The *Contractor* provides a notice board at their site

- The notice board contains the following information:
  - Contract title
  - Contractor's name
  - Contractor's site Manager's name and mobile number
  - Contractor's site safety Officers and mobile number
  - Project Manager's name and mobile number
  - Supervisor's name and mobile number
- The notice board is seated I clear view at the entrance to the Contractor's site area.

9.2 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*.

## 11. BILL OF QUANTITIES

The bill of quantities is attached as C2.2

## 12. COMPLETION, TESTING, COMMISSIONING AND CORRECTION OF DEFECTS

The *work* to be done by the Completion Date

### 12.1 The work to be done by the Completion Date.

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



TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

Item of work	To be completed by
As built drawings of all the completed works on Site	Within 14 days prior Completion.
Performance testing of the works in use as specified in the Works Information.	See performance testing requirements Works Information.
The Contractor is required to perform any necessary corrections of defects prior to close out of the project.	Prior to close out of the project.
Commissioning and handover.	Prior to close out of the project.

12.2 The *Contractor* is permitted to carry out the following *works* after Completion:  
None.

12.3 Use of the *works* before Completion has been certified.

In order to always keep water, supply available to various parts of the Port, TNPA may have to use some of the areas at which the works have been completed.

12.4 The *Employer* uses the following part / parts of the *works* before Completion is certified by the *Project Manager* which do not constitute takeover by the *Employer* for the reasons(s) stated:

As stated above, in some areas (manholes with water strainers and meters installed) where the works have been completed and water supply can flow, TNPA may use those areas to keep supplying potable water to Port users. However, this does not constitute takeover.

12.4.1 Materials facilities and samples for tests and inspections

The *Contractor* shall take samples of concrete poured on Site for testing and test results shall be submitted to the TNPA *Project Manager*.

12.4.2 The *Contractor* provides the *Employer* with the following test certificates of all material used on Site as ECC Clause 40.2.

12.4.3 Commissioning

Commissioning to be done organised by the *Contractor* and done after completion of the works and before final close out.

12.4.4 Start-up procedures required to put the *works* into operation

The *Contractor* shall be present to assist to put the works into operation. The *Contractor* shall assist to ensure that all parts of the completed works properly and there are no defects.



TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

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

After the work has been completed. The *Contractor* shall operate the water valves to ensure continuous flow of water supply, and all fitted parts work accordingly.

12.4.6 Take over procedures

The *Contractor* shall organise a close out meeting for a formal takeover.

12.4.7 The *Contractor* provides the following assistance to the *Employer*:

The *Contractor* shall provide test certificates of all materials used on site. Provide product specific technical details of all parts installed during the work such as water strainers and water meters. Provide an as-built drawing of all completed works.

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

12.4.9 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the infrastructure status of the completed *works* (to include Plant within the *works*) to present to the *Employer*.

12.4.10 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of maintenance and operational manuals at the earlier of take-over or Completion.

12.4.11 Where the *Contractor* has presented maintenance and operational manuals to the *Project Manager* at take-over, the *Contractor* modifies and updates As-built documents as necessary prior to Completion.

12.4.12 Access given by the *Employer* for correction of Defects.

TNPA shall grant Site access to the *Contractor* to perform correction of defects should it be necessary.

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

TNPA shall impose the same Site access, egress restriction as communicated in this *Employer's Works Information*. The permitted Site access shall state start and end date.

12.4.14 Performance tests after Completion.

The *Contractor* shall demonstrate that the works operate as specified in this *Works Information*.

12.4.15 Training and technology transfer.

The *Contractor* shall demonstrate to the *Project Manager* and Maintenance Team the procedure to remove and insert water strainers and water meters for maintenance and operation purposes.

### **13. Training workshops and technology transfer**

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

A demonstration of assembling and dismantling the water strainers.

A demonstration of assembling and dismantling the water meters.



TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

## PART C4: SITE INFORMATION

### Note:

The Contractor is cautioned that the information contained in the Site Information section (Part C4) is limited and is by no means to be taken as conclusive. It is merely to give the Contractor an indication of the site and typical conditions that can be expected in the area. The Contractor is to take note of the source and location of information used in the Site Information Section (Part C4) and makes their own conclusions as to what conditions can be expected in and around the site.

### Description of the Site and its surroundings

#### General description

The Port of Ngqura is located 25km outside of Port Elizabeth in the Easter Cape and consist of a container terminal with 4 berths, a dry bulk terminal with 2 berths and a liquid terminal with 1 berth. The N2 bypasses the port to the north.

The Port is bounded by the Coega Special Economic Zone with one main access road into the Port leading to various buildings, owned and operated by TNPA or terminal operators.

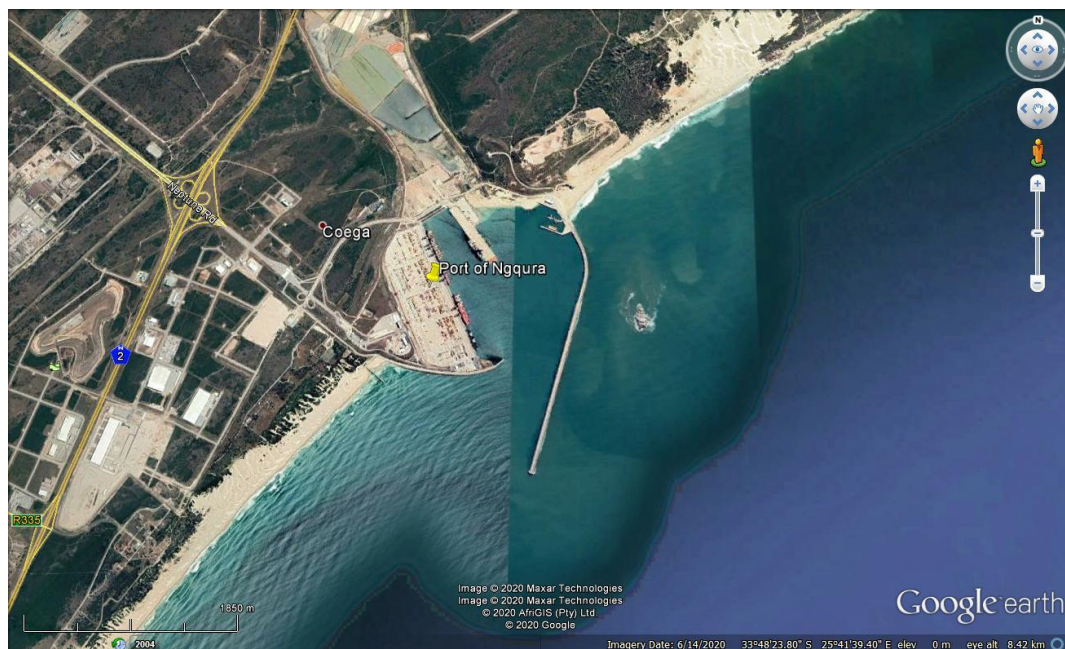
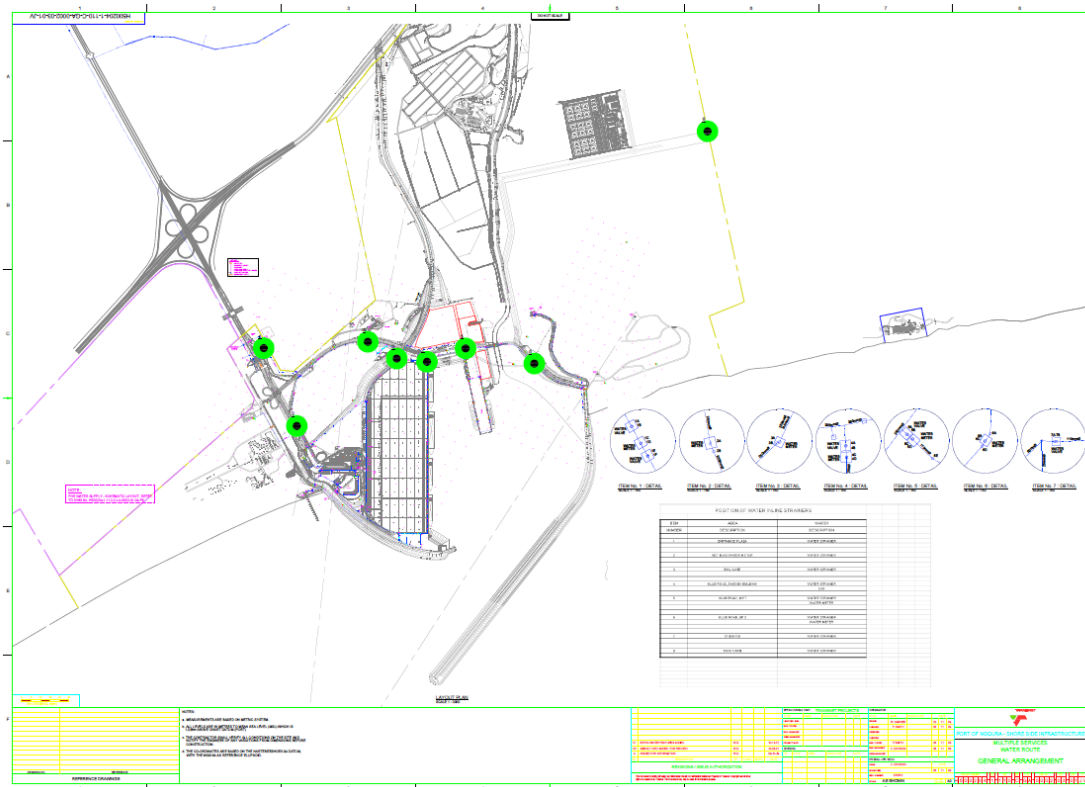


Figure 1: Port of Ngqura Location



TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD



**Figure 2: Location of Berth and Storage Yards**

The water inside the Port perimeter is diverted to various users within the Port through the Port's internal water network. The existing water network has basic complementary equipment such as gate valves, gaskets, pumps, water meters, etc.

No water inline strainers were installed to protect the meters from solid particles and debris which may enter the water network from time to time. The Port has experienced damages to meters in the past with all main meters having had to be replaced in 2017, upon which rocks and stones were found lodged in some meters that were non-functional. Sometimes the solid particles would result to pipe leaks, which would affect the water supply within the Port. The installation of these strainers is very crucial since there are a lot of large particles such as rocks entering the water network.

These strainers will need to be placed at strategic locations (indicated with green dots on Figure 2 above) within the existing water reticulation. Additional manholes will need to be constructed to allow ease of access to these strainers. The installation of these strainers will help to protect downstream and upstream equipment such as water meters in the water network. An additional gate valves and water meters will also be installed as part of this project to improve accuracy regarding water monitoring and recovery.

Prospective contractors shall attend the site inspection and acquaint themselves with the nature of the *Works*, the condition under which the work is to be performed, and the means of access to site, any limitations or other authorities and in general will all matters that may influence or affect the contractor.

Access to the site can be gained via the N2, onto Neptune Road, past the Port Entrance Plaza, straight into the Ngqura Container Terminal.



TNPA/2025/06/0010/98479/RFQ

CONSTRUCTION OF MANHOLES, INSTALLATION OF NEW WATER INLINE STRAINERS, ADDITIONAL WATER METERS, AND ISOLATION GATE VALVES AT THE PORT OF NGQURA FOR A ONCE-OFF PERIOD

### **Existing buildings, structures, and plant & machinery on the Site**

As built drawings are attached to **Annexure C**. Any further detailed drawings will be provided to the winning bidder (if applicable).

The project site for this project is located at:

- Port of Ngqura (33° 48' 04" S, 25° 41' 04" E)

### **Subsoil information**

There will be excavations to be done during the project. However, there is no subsoil information available as it defers per section. The hidden existing services drawing will be shared and attached to Annexure C to ensure there is no damages.

### **Hidden services**

Existing services drawing will be shared and attached to Annexure C.

### **Other reports and publicly available information**

#### **Weather Conditions**

General weather and metocean conditions for the Port can be found at the following web link:

<https://www.transnetnationalportsauthority.net/Infrastructure%20and%20Port%20Planning/Pages/default.aspx>