Transnet National Ports Authority

An Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ)

SUPPLY AND INSTALLATION OF PALISADE FENCE (SKOONKAAI PORT BOUNDARY) IN THE PORT OF RICHARDS BAY FOR A PERIOD OF FIVE (5) MONTHS.

RFQ NUMBER	**:**	**TNPA/2026/10/0002/114848/RFQ**
ISSUE DATE	**:**	**02 NOVEMBER 2026**
COMPULSORY CLARIFICATION MEETING	**:**	**10 NOVEMBER 2026**
CLOSING DATE	**:**	**18 NOVEMBER 2026**
CLOSING TIME	**:**	**14h00**
TENDER VALIDITY PERIOD	**:**	**12 weeks from closing date**

Note to the bidders:

Bidders 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 technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload, and multiple uploads are permitted.

PLEASE NOTE THE OTHER TECHNICAL PREQUALIFICATION REQUIREMENT CRITERIA:

- **CIDB GRADING OF 3GB OR 3SQ OR HIGHER AS A GENERAL BUILDING (GB) & SPECIALIST WORKS CONTRACTOR.**
- **TENDERERS MUST SUBMIT A CERTIFIED TRADE-TESTED WELDER CERTIFICATE**

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PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE *(TRANSNET NATIONAL PORTS AUTHORITY)*					
BID NUMBER:	**TNPA/2026/10/0002/114848/RFQ**	ISSUE DATE**: 02 NOVEMBER 2026**	CLOSING DATE: **18 NOVEMBER 2026**	CLOSING TIME:	**14H00**
DESCRIPTION	**SUPPLY AND INSTALLATION OF PALISADE FENCE (SKOONKAAI PORT BOUNDARY) IN THE PORT OF RICHARDS BAY FOR A PERIOD OF FIVE (5) MONTHS**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					

BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS

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.

The Transnet Digital Procurement System (TDPS) Supplier Submission Portal can be accessed as follows:

a) Log on to the Transnet eSupplier website/Portal (https://esupplierportal.transnet.net/portal/)

b) Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all (must fill in all mandatory information is completed) OR;

- - to sign in if already registered;

c) Click on "ADVERTISED TENDERS" to view advertised tenders;

d) Toggle (click to switch) the "Log an Intent" button in order to be able to activate the submission of a bid;

e) Respondents are to submit bid documents by uploading them onto the system against each tender selected. **A Bidder can upload 30mb per upload and multiple uploads are permitted.**

f) **Bidders to note that all pricing must be completed in the eSupplier portal, electronic pricing. No paper pricing schedule should be accepted.**

g) Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.

h) No late submissions will be accepted.

i) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.

j) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.

Respondent's Signature

Date & Company Stamp

k) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture. l) A detailed bidder guide can be found on the Transnet Portal: **transnetetenders.azurewebsites.net**					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION: **Contact Details below will be used to contact the tenderer. Return of other contact details anywhere else in the tender document will NOT be used to contact the tenderer.**					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	**OR**	CENTRAL SUPPLIER DATABASE No: MAAA		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

Respondent's Signature

Date & Company Stamp

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RS	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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 REGISTERED AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 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. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE**."**

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: .....

Respondent's Signature

Date & Company Stamp

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	**For the Supply and Installation of a Palisade Fence (SKOONKAAI Port Boundary) in the Port of Richards Bay for a period of five (5) months**
TENDER DOWNLOADING	**This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access the Transnet link) FREE OF CHARGE.**

COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at the **Employee Care Centre Building (ECC), Opposite Bayvue Centre Building, Ventura Road, Port of Richards Bay, 3900 on 10 November 2026,** at **10:00 am** for a period of ± one (1) hour. [Tenderers to provide their own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.

	A non-compulsory site visit/walk will take place after the clarification meeting; tenderers are to note: • Tenderers are required to wear safety shoes, goggles, long-sleeved shirts, high-visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or driver's licences are on them for inspection at the access control gates. **Certificate of Attendance in the form set out in the Returnable Schedule T2.2- 01 hereto must be completed and submitted with your Tender, as proof of attendance is required for a compulsory clarification meeting:** • Tenderers **must** complete and **sign the attendance register**. The attendance register will be used to verify the bidder's attendance. • Tenders will only be accepted from those tendering entities, including those entities that intend to form a joint venture, appearing on the attendance register. • Tenderers are also encouraged to bring their RFQ document to the briefing session**.** **Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative. Tenderers failing to attend the compulsory RFQ clarification meeting will be disqualified.**

CLOSING DATE	**14:00 on 18 November 2026** Tenderers must ensure that tenders are uploaded timeously onto the system. **If a tender is late, it will not be accepted for consideration**.

2. TENDER SUBMISSION

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

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

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues that they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

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

c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.

4.2. Not necessarily accept the lowest priced tender or an alternative Tender;

4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;

4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;

4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;

4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;

4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;

4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);

4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.

4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFQ 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 **T2.2-11** [**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/. Tenderers are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number..... and

Unique registration reference number.....
.....
.....
(Tender Data)

Transnet urges its clients, suppliers and the general public

to report any fraud or corruption to

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

T1.2 TENDER DATA

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

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

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

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

Clause		**Data**
C.1.1	The *Employer* is	**Transnet SOC Ltd** **(Reg No. 1990/000900/30)**
C.1.2	The tender documents issued by the *Employer* comprise:	
	Part T: The Tender	
	Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
	Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
	Part C: The contract	
	Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2)
	Part C2: Pricing data	C2.1 Pricing instructions C2.2 Bill of Quantities
	Part C3: Scope of work	C3.1 Works Information

	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Contract Specialist
	Name:	Eunita Mfeka
	E – mail	tnpatenderenquiriesrb@transnet.net

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

1. Stage One Step 1: Test for Administrative & Substantive Responsiveness.

The test for administrative & Substantive responsiveness will include the following:

Administrative & Substantive Responsiveness check
• Whether the Bid has been lodged on time
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time
• Verify the validity of all returnable documents
• Verify if the Bid document has been duly signed by the authorized respondent
• Whether any general and legislative qualification criteria set by Transnet have been met.
• Whether the Bid contains a signed and **completed Form of Offer and a bill of quantities.**
• Verify the names of the entities appearing on the bid documents against the correspondence (copy of the bid register) (i.e., check that only those Bids received through the Transnet e-tender portal are being considered)
• Whether the Bid materially complies with the scope and specification given.
• **Whether any minimum requirements have been met as follows:** – CIDB grading of 3GB or 3SQ or higher as a general building (GB) contractor & Specialist Works Contractor. – Tenderers must submit a certified trade-tested welder certificate – Certificate of attendance at a Compulsory clarification meeting. ***The Certificate of attendance or the briefing attendance register will be used as a form of evidence to confirm or verify attendance***

2. **Stage One Step 1 - Eligibility with regard 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 of C2.7

3. **Stage Two Step 1 - Eligibility with regard to technical pre-qualification requirement criteria:**
   Tenderers must submit a certified trade-tested welder certificate with 2 years of experience post-certification

4. **Stage Two Step 2 - 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 **3GB or 3SQ 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 **3GB or 3SQ or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations. The tenderer shall provide a certified copy of its signed joint venture agreement

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

5. Stage Three - Step Three
Preference Point System:
Weighted score 100 - Price (80) Specific goals (20)

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 and T2.2-01 (Certificate of Attendance).** These will be used as a form of evidence to confirm or verify attendance. Addenda will be issued to, and tenders will only be received from those tendering entities, including those entities that intend to form a joint venture, appearing on the attendance register. Tenderers are also **required to bring their RFQ document to the briefing session and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's 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 C2.15.1	The *Employer*'s details and identification details that are to be shown on each tender offer are as follows: Identification details: The tender documents must be uploaded with: ▪ Name of Tenderer: ▪ Contact person and details: ▪ The Tender Number: **TNPA/2026/10/0002/114848/RFQ** ▪ The Tender Description: **Supply and Installation of Palisade Fence (SKOONKAAI Port Boundary) in the Port of Richards Bay for a period of five (5) months** Documents must be marked for the attention of: ***Employer*'s Agent: Eunita Mfeka**
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: **14:00 pm** on **18 November 2026** Location: The Transnet e-Tender Submission Portal (https://transnetetenders.azurewebsites.net);

	NO LATE TENDERS WILL BE ACCEPTED
C.2.16	The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.
C.2.23	The tenderer is required to submit with his tender: 1. A valid Tax Clearance Certificate issued by the South African Revenue Services. **Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status**. 2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in 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 T2.1 for List of Returnable Documents

C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system as described in Preferential Procurement Regulations.

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

Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system.

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

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 evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

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

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 required evidence for claiming points.

Specific Goals	Number of points (20)
B-BBEE Status Level of Contributors 1 and 2	6.67
Company is majority owned (30%) by black women	6.67
Company is majority owned (50%) by black Youth	6.67
Non-Compliant and/or B-BBEE level 3-8 Contributors	0.00

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
50% Black Youth Owned Entities	**Certified copy of ID Documents of the Owners** and B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
Company majority owned (30%) by black women	B-BBEE Certificate / Sworn Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	80.00
B-BBEE Status Level of Contribution 1 and 2	6.67
50% Black Youth Owned Entities	6.67
Company majority owned (30%) by black women.	6.67
Total points for Price and Specific Goals must not exceed	100

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

C.3.13 Tender offers will only be accepted if:

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

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

3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire, and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.

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

   a) is not under restrictions, or has principals who are under restrictions, preventing participation in the employer's procurement,

   b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

   c) has the legal capacity to enter into the contract,

   d) is not insolvent, in receivership, under Business Rescue as provided for in Chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

   e) complies with the legal requirements, if any, stated in the tender data and

   f) is able, in the option of the Employer, to perform the contract free of conflicts of interest.

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

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Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

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c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;

b) funds are no longer available to cover the total envisaged expenditure; or

c) no acceptable tenders are received.

d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

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C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

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C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

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C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

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C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where

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applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

a) complies with the requirements of these Conditions of Tender,
b) has been properly and fully completed and signed, and
c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

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C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

a) the gross misplacement of the decimal point in any unit rate;
b) omissions made in completing the pricing schedule or bills of quantities; or
c) arithmetic errors in:

    (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
    (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	**Qualitative interpretation of goal**
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

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Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

a) Open and record tender offers received
b) Determine whether or not tender offers are complete
c) Determine whether or not tender offers are responsive
d) Evaluate tender offers
e) Determine if there are any grounds for disqualification
f) Determine acceptability of preferred tenderer
g) Prepare a tender evaluation report
h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
c) has the legal capacity to enter into the contract;
d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
e) complies with the legal requirements, if any, stated in the tender data; and
f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

a) addenda issued during the tender period,
b) inclusion of some of the returnable documents and
c) other revisions agreed between the employer and the successful tenderer.

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C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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T2.1 List of Returnable Documents

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

Stage One: Eligibility: Administrative & Substantive Responsiveness

T2.2-01 **Stage One Step 1:** Certificate of Attendance at Tender Compulsory Clarification Meeting.

T2.2-02 **Stage One Step 2: Technical pre-qualification criteria**:
Proof of a certified, trade-tested welder certificate.

T2.2-03 **Stage Two: as per CIDB: Eligibility Criteria Schedule**. CIDB Registration of **3GB or 3SQ or Higher** as a general building (GB) contractor and Specialist Works Contractor

2.1.2 Returnable Schedules:

General:

T2.2-04 Authority to submit tender

T2.2-05 Record of addenda to tender documents

T2.2-06 Letter of Good Standing

T2.2-07 Risk Elements

T2.2-08 Valid proof of the Respondent's compliance with the Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1. Annex G Compulsory Enterprise Questionnaire

Agreement and Commitment by Tenderer:

T2.2-09 Non-Disclosure Agreement

T2.2-10 RFQ Declaration Form

T2.2-11 RFQ – Breach of Law

T2.2-12 Certificate of Acquaintance with Tender Document

T2.2-13 Service Provider Integrity Pact

T2.2-14 Supplier Code of Conduct

T2.2-15 Schedule of Proposed Sub Consultants

2.1.4 Bonds/Guarantees/Financial/Insurance:

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

T2.2-17 Insurance provided by the Contractor

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

2.3 C1.2 Contract Data

2.4 C2.1 Pricing Instructions Quantities

2.5 C2.2 Bill of Quantities

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

.....

(Company Name)

Represented by: .....

(Name and Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
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: Evaluation Schedule: Technical pre-qualification

Contractors are to submit the listed key personnel as described in Table 1. Any *Contractor* that fails to meet the stipulated criteria will be regarded as an unacceptable bid and will not be evaluated further.

Each key person must submit valid proof of certification where required, and proof of qualification. Failure to meet the stipulated technical pre-qualification requirements will be regarded as an unacceptable bid and will not be evaluated further.

Table 1: Technical pre-qualification

No.	Description
1	Tenderers must submit a certified trade-tested welder certificate.

T2.2-03: Eligibility Criteria Schedule - CIDB Grading Designation

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

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

2. Joint Venture (JV)

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

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

T2.2-04: Authority to submit a Tender

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

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

A. Certificate for Company

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

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

Name ..... Position Chairman of the Board of Directors .....

B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as _____ _____ hereby authorise Mr/Ms _____ acting in the capacity of _____, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

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

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

Signed		Date	
Name		Position	Sole Proprietor

T2.2-05: Record of Addenda to Tender Documents

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

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

T2.2-06 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:

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

T2.2-07: 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 thereof as identified by the Tenderer are to be submitted.

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

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

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

T2.2-08: ANNEX G Compulsory Enterprise Questionnaire

The following particulars must be furnished hereunder.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

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

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

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

Signed _____ Date .....

Name _____ Position .....

Enterprise name .....

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

---

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	**80**
B-BBEE Status Level of Contributor 1 or 2	**6.67**
Company is majority owned (30%) by black women	**6.67**
Company is majority owned (50%) by black Youth	**6.67**
Total points for Price and B-BBEE must not exceed	**100**

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

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 EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

3.2 EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

3.3 4.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below:

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
50% Black Youth Owned Entities	**Certified copy of ID Documents of the Owners** and B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
Company majority owned (30%) by black women	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.

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

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

3.5 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.

3.6 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.

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

3.8 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.

3.9 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

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

Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

4. BID DECLARATION

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

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

5.1 B-BBEE Status Level of 1 or 2 Contribution: = …… (maximum of 6.67 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.

6. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

6.1.1 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	

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

7.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

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

7.8 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-BBEE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualify the company/ firm for the preference(s) shown and I/we acknowledge that:

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the bidding process;

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

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

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

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

(f) forward the matter for criminal prosecution.

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

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

2.3.1 If so, furnish particulars:

.....

.....

2.4 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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3 GENERAL DECLARATION

I, ..., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without

consultation, communication, agreement or arrangement with any competitor.

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

3.5 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.

3.6 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.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....	.....
Signature	Date
.....	.....
Designation	Name of bidder

T2.2-09 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 96 Rissik 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 [**RFQ**] or Request for Quotation [**RFQ**], as the case may be;

1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

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

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

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

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

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

2. CONFIDENTIAL INFORMATION

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

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

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

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

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

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

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

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

3. RECORDS AND RETURN OF INFORMATION

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

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

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

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

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

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

4. ANNOUNCEMENTS

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

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

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

9. GENERAL

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

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

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

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

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

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

Signed	.....	Date	.....
Name	.....	Position	.....
Tenderer	.....		

T2.2-10: RFQ DECLARATION FORM

NAME OF COMPANY:

_____

We _____ do hereby certify that:

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

   FULL NAME OF OWNER/MEMBER/DIRECTOR/
   PARTNER/SHAREHOLDER: ADDRESS:

   _____
   _____

   _____
   _____

   _____
   _____

Indicate nature of relationship with Transnet:

_____

_____

_____

_____

_____

_____

_____

_____

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).

7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman

8. without having to follow a formal court process to have such award or decision set aside.
9. We have acquainted ourselves and agree with the content of **T2.2-13** "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

- Transnet established the SCM Complaints and Allegations Office to investigate any material complaint in respect of any tenders regardless of the value. Should a Respondent have any material concern regarding a tender process, a complaint may be lodged with the Transnet SCM Complaints and Allegations Office for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet SCM Complaints and Allegations Office, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form, which will be shared upon receipt of a complaint, should be completed and submitted, together with any supporting documentation, to groupscmcomplaints@transnet.net

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

T2.2-11: 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 misdemeanors, e.g. traffic offences.

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

NATURE OF BREACH:

_____
_____
_____
_____

DATE OF BREACH:

_____
_____

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

Signed on this _____ day of _____ 20____

_____

SIGNATURE OF TENDER

T2.2-12 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

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

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

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

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

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

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

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

   a) prices;

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

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

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

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

f) Tendering with the intention not winning the tender.

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

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

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

Signed on this _____ day of _____20___

_____

SIGNATURE OF TENDERER

T2.2-13 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

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

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

2 COMMITMENTS OF TRANSNET

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

2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage

from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

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

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

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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

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

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

d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special

privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

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

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

b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

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

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

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

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

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

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

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

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

a) Human Rights

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

b) Labour

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

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;

- Principle 8: undertake initiatives to promote greater environmental responsibility; and

- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

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

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

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

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

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

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

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

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst

others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

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

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

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

6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future

business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

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

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

a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:

(i) he made the statement in good faith honestly believing it to be correct; and

(ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;

g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
h) has litigated against Transnet in bad faith.

6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National

Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

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

7 PREVIOUS TRANSGRESSIONS

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

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

8 SANCTIONS FOR VIOLATIONS

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

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

f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

9 CONFLICTS OF INTEREST

9.1 A conflict of interest includes, inter alia, a situation in which:

a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and

b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

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

a) Private gain or advancement; or

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

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

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

a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or

b) must notify Transnet immediately in writing once the circumstances has arisen.

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

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on

which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

11 GENERAL

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

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

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

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

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

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

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

Signature ……

Date ……..

T2.2-14: 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 openly and fairly 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" Hotline to report these acts. (0800 003 056).

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

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

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

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

Conflicts of Interest

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

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

Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then Transnet reserves the 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

T2.2-15: Schedule of Proposed Subcontractors

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

Note to tenderers:

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

- In terms of PPPFA Regulation 12 (3), A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBBEE status level of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

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

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor			Address	Nature of work		Amount of work	Percentage of work
% Black Owned	**EME**	**QSE**	**Youth**	**Women**	**Disabilities**	**Rural/ Underdeveloped areas/ Townships**	**Military Veterans**
	☐	☐	☐	☐	☐	☐	☐

Name of Proposed Subcontractor			Address	Nature of work		Amount of Work	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	☐	☐	☐	☐	☐	☐	☐

Name of Proposed Subcontractor			Address	Nature of work		Amount of Work	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	☐	☐	☐	☐	☐	☐	☐

Name of Proposed Subcontractor			Address	Nature of work		Amount of Work	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	☐	☐	☐	☐	☐	☐	☐

T2.2-16: Agreement in terms of the 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

2.6. only for the purposes as detailed in this Agreement and in accordance with any applicable law.

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

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

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

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

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

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

2.13. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to protect 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 confirm that all measures in terms of the POPIA are in place when processing personal information and the information of a third party received from Transnet:

YES		**NO**	

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

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____day of _____ 2026

Name: _____

Title: _____

Signature: _____

..... (Pty) Ltd

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-17: Insurance provided by the *Contractor*

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

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

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

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1April 2026

To Whom It May Concern,

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

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

INSURED:	Transnet (SOC) Limited
PERIOD:	1 April 2026 to 31 March 2027 (Both days inclusive) DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority, Transnet Port Terminals and Transnet Rail Infrastructure Manager
THE INSURED'S VAT NO:	4720103177 THE INSURED'S
COMPANY REGISTRATION NO:	1990/000900/30
POSTAL ADDRESS (Head Office):	96 Rissik Street, Braamfontein, Johannesburg, PO Box 72501, Parkview 2122

CONTRACT WORKS INSURANCE

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

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	managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;
Provincial & Government:	any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract; all for their respective rights and interests.
Insured Contracts	All Contracts (including any undertaking awarded or commenced prior to Inception of the Period of Insurance) involving design, construction, Performance Testing and Commissioning in respect of the Works and shall Include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but excluding;

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

Definitions

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1) "Off-shore contracts" means all works and installations in the sea or on the seabed including dredging which are accessible only by ship boat barge or helicopter and do not constitute normal wet works like harbours moles bridges wharves or sewage or cooling water intake or outlet facilities. "OffShore Contracts" shall include oilrigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not apply to pre-fabrication works on land associated with an Off-Shore Contract.
2) *"Wet Risk Contracts" shall mean any Contract and/or Works where more than thirty-five (35) percentile of its value is in a permanent body of water or is below the high water mark of any tidal body of water. The term shall include contracts for the construction of wharves, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to on-shore facilities and canal developments. Wet Risks shall exclude Off- Shore Contracts;*
3) "Dam Contracts", which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;
4) *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
5) *Tunnels" means Tunnels (Including declines) involving all of the following;*
    a) *Works below ground level; and*
    b) *Tunnelling machinery below ground level; and*
    c) *A tunnelling crew operating the machinery below ground level;*
    d) *But shall not include Horizontal Directional Drilling Contracts*
6) *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
7) *"Underground Mining Contracts", which shall mean any contract involving underground mining.*

Testing Period	120 Days not consecutive.
Maintenance Period	24 Months
Main Policy Extensions	• Costs & Expenses - Limited to a maximum of R50,000,000. • Expediting Measures–Limited to a maximum of R50,000,000. • Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.

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- Costs & Expenses For Removal Of Debris No Damage - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor– Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000
- Public Relationship Costs - Limited to a maximum of R1,000,000. Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000
- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000
- Search & Locate Costs - Limited to a maximum of R20,000,000.
- Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- Escalation during Construction–30%
- Marine Contribution Clause
- Claim Preparation Costs–Limited to a maximum of R10,000,000

Main Policy Exclusions

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

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- Beneficial Occupation–12 months
- Risk Mitigation–Safety Measures with Respect to Precipitation, Flood and Inundation–10 years return period

Deductibles

In respect of loss or damage:
Major Perils shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious damage, subsidence, collapse, earthquake, testing or commissioning and the consequences of defective design, specification, materials or workmanship (DE4).
Minor Perils shall mean damage caused by a peril not defined as Major Perils defined above.

Contracts with a contract value	**Major perils**	**Minor perils**
0 to R100,000,000	R25,000	R15,000
R100,000,001 to R250,000,000	R50,000	R15,000
R250,000,001 to R500,000,000	R100,000	R25,000
R500,000,001 to R1,000,000,000	R150,000	R25,000
Minimum wet risk deductible	R100,000 per occurrence to apply	
Electrical Cables, Wiring and Accessories	10% of claim minimum R100,000	

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

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

PUBLIC LIABILITY

Cover Provided

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

Insurer: Santam
Policy Number: 6000/132335
Territorial Limits: The Republic of South Africa.
Insured Contracts: All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but Excluding:

a) Contracts which at award stage have a value in excess of R 1,000,000,000.
b) Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For

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Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period).

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

Policy Limits	Contractors Public Liability	R100,000,000 any one occurrence / unlimited during the Period of Insurance
	Contractors Negligent Removal or weakening of Support	R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance.
	Statutory Legal Defence Costs	*R5 000 000 in the aggregate during the Period of Insurance.
	Arrest / Assault / Defamation	*R5 000 000 in the aggregate during the Period of Insurance.
	Prevention of Access	*R5 000 000 in the aggregate during the Period of Insurance.
	Trespass / Nuisance	*R5 000 000 in the aggregate during the Period of Insurance.
	Claims Preparation Costs	R5 000 000 any one occurrence
	*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.	
Deductible(s)	R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and	

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	Accidental Pollution and/or Goods on the Hook and/or R150,000 in respect of Developers Removal of Support.
General Policy Exclusions	**The policy does not cover:-** • deliberate, conscious and intentional disregard to take reasonable precautions. fines, penalties, punitive and exemplary damages. • Pollution unless caused by a sudden, unintended and unexpected occurrence. • cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence. • the hazardous nature of asbestos. • War And Terrorism Risks. • Nuclear Risks. • Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities • Compulsory Insurance • Loss or damage and any consequence therefrom to any Data • Sanctions Exclusion Grid Failure

PROFESSIONAL INDEMNITY

Cover Provided	**Professional Indemnity** a) In respect of damages which the Insured shall become legally liable to pay in consequence of neglect, error or omission by or on behalf of the Insured in the conduct or execution of their Professional Activities and Duties as defined. b) Prior To Handover/Rectification - against loss arising out of any defect in the works discovered prior to the issue of any practical completion or take-over certificate provided that any such defects are caused by a negligent breach of a Professional Activity or Duty by the Insured in consequence of neglect, error or omission by or on behalf of the Insured.
Insurer	Santam
Policy Number	6000/132337
Jurisdiction	Worldwide excluding North America
Insured Contracts	All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding:** a) Contracts which at award stage have a value in excess of R 1,000,000,000. b) Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period). c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months. d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.

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

Limit Of Indemnity	Professional Indemnity - *R100,000,000 in the aggregate during the policy period of insurance. *Where the limit is noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Policy Extension Limits Of Indemnity

Claims Preparation Costs	*R7,500,000 in the aggregate during the policy period of insurance.
Loss of Documents	*R2,000,000 in the aggregate during the policy period of insurance.
Statutory Defence Costs	*R5,000,000 in the aggregate during the policy period of insurance.
Defamation	*R5,000,000 in the aggregate during the policy period of insurance.
Infringement of Copyright	*R5,000,000 in the aggregate during the policy period of insurance.

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

Deductibles	R5,000,000 each and every but R10,000 in respect of Claims Preparation Costs, Loss of Documents, Statutory Defence Costs, Defamation and Infringement Of Copyright.
Policy Special Conditions	Condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable. Prior to hand over/rectification–the insured must give prior written notice to the Insurers of the intention to take remedial action to rectify such defect and obtain the Insurers’ written agreement to such action being taken and the costs and expenses expected to be expended.
Policy Main Exclusions	• Excludes all consequential loss other than cost of re-design, rectification and replacement because of the defect. • Excludes Supervision. • Excludes liability arising out of environmental impairment / pollution Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.

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

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

Langa Sigodi



Account Executive: Corporate and Global Markets

C1.1: Form of Offer & Acceptance

Offer

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

Title of the Contract
Supply and Installation of Palisade Fence.

The tenderer, identified in the Offer signature block, has

either	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.
or	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

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

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

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer: .....

Name & signature of witness .....

(Insert name and address of organisation)

Date .....

Tenderer's CIDB registration number: .....

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)			
Name(s)			
Capacity			
for the Employer	Transnet SOC Ltd		
	(Insert name and address of organisation)		
Name & signature of witness		Date	

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		

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

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

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

C1.2 Contract Data

Part one - Data provided by the *Employer.*

Clause	Statement	Data
1	**General** The *conditions of contract* are the core clauses and the clauses for main Option	**B:** **Priced contract with bill of quantities**
	dispute resolution Option	**W1:** **Dispute resolution procedure**
	and secondary Options	**X2** **Changes in the law** **X7:** **Delay damages** **X16:** **Retention** **X18:** **Limitation of liability** **Z:** ***Additional conditions of contract***
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The *Employer* is:	**Transnet SOC Ltd** **(Registration No. 1990/000900/30)**
	Address	Registered address: **Transnet Corporate Centre** **96 Rissik Street** **Braamfontein** **Johannesburg** **2000**
	Having elected its Contractual Address for the purposes of this contract as:	**Transnet National Ports Authority** **1st Floor Bayvue Building** **Ventura Road** **Port of Richards Bay**

11.2(13)	The *works* are	**SUPPLY AND INSTALLATION OF PALISADE FENCE (SKOONKAAI PORT BOUNDARY) IN THE PORT OF RICHARDS BAY FOR A PERIOD OF FIVE (5) MONTHS**
11.2(14)	The following matters will be included in the Risk Register	Generic risk assessment or risk assessment with activities not all associated with the project to be undertaken.
11.2(15)	The *boundaries of the site* are	**As stated in Part C4.1." Description of the Site and its surroundings"**
11.2(16)	The Site Information is in	**Part C4**
11.2(19)	The Works Information is in	**Part C3**
12.2	The *law of the contract* is the law of	**the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**2 weeks**
2	**The *Contractor*'s main responsibilities**	**No additional data is required for this section of the *conditions of contract*.**
3	**Time**	
11.2(3)	The *completion date* for the whole of the *works* is	**Within five (5) months from date of Purchase order**
30.1	The *access dates* are	**Part of the Site** — **Date** **Skoonkaai** — **January 2027**
31.1	The *Contractor* is to submit a first programme for acceptance within	**2 weeks of the Contract Date.**
31.2	The *starting date* is	**December 2026 (Estimated dates)**
32.2	The *Contractor* submits revised programmes at intervals no longer than	**2 weeks.**
35.1	The *Employer* is not willing to take over the *works* before the Completion Date.	
4	**Testing and Defects**	
42.2	The *defects date* is	**12 weeks after Completion of the whole of the *works*.**
43.2	The *defect correction period* is	**1 weeks**

5	**Payment**	
50.1	The *assessment interval* is monthly on the	**25th (twenty fifth) day of each successive month.**
51.1	The *currency of this contract* is the	**South African Rand.**
51.2	The period within which payments are made is	**Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.**
51.4	The *interest rate* is	**the prime lending rate of Rand Merchant Bank of South Africa.**
6	**Compensation events**	
60.1(13)	The *weather measurements* to be recorded for each calendar month are,	**the cumulative rainfall (mm)** **the number of days with rainfall more than 10 mm** **the number of days with minimum air temperature less than 0 degrees Celsius** **the number of days with snow lying at 08:00 hours South African Time** **and these measurements: n/a**
	The place where weather is to be recorded (on the Site) is:	**The *Contractor*'s Site establishment area**
	The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:	**Richards Bay, Kwazulu-Natal**
	and which are available from:	**South African Weather Service 012 367 6023 or info3@weathersa.co.za.**
7	**Title**	**No additional data is required for this section of the *conditions of contract*.**
8	**Risks and insurance**	
80.1	These are additional *Employer*'s risks	**None**
84.1	The *Employer* provides these insurances from the Insurance Table	

1	Insurance against:	**Loss of or damage to the *works*, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.**
	Cover / indemnity:	**to the extent as stated in the insurance policy for Contract Works / Public Liability**
	The deductibles are:	**as stated in the insurance policy for Contract Works / Public Liability**
2	Insurance against:	**Loss of or damage to property (except the *works*, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor)* arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability**
	Cover / indemnity	**Is to the extent as stated in the insurance policy for Contract Works / Public Liability**
	The deductibles are	**as stated in the insurance policy for Contract Works / Public Liability**
3	Insurance against:	**Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability**
	Cover / indemnity	**Is to the extent as stated in the insurance policy for Contract Works / Public Liability**
	The deductibles are:	**As stated in the insurance policy for Contract Works / Public Liability**
4	Insurance against:	**Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon**
	Cover / indemnity	**Cover / indemnity is to the extent provided by the SASRIA coupon**
	The deductibles are	**The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.**
	Note:	**The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."**

84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is	**The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.**
	The *Contractor* provides these additional Insurances	**1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected** **2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.** **3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor** **4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.**

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

W1.2(3)	The *Adjudicator nominating body* is:	**The Chairman of the Association of Arbitrators (Southern Africa)**
	If no *Adjudicator nominating body* is entered, it is:	**the Association of Arbitrators (Southern Africa)**
W1.4(2)	The *tribunal* is:	**Arbitration**
W1.4(5)	The *arbitration procedure* is	**The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)**
	The person or organisation who will choose an arbitrator. - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**The Chairman of the Association of Arbitrators (Southern Africa)**
12	**Data for secondary Option clauses**	
X2	**Changes in the law**	**No additional data is required for this Option**
X7	**Delay damages**	
X7.1	Delay damages for Completion of the whole of the *works* are	**R1000.00 per day**
X16	**Retention**	
X16.1	The retention-free amount is.	**Nil**
	The retention percentage is	**10% on all payments certified.**
X18	**Limitation of liability**	

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

Z	***Additional conditions of contract* are*:***	
Z4	**Additional obligations in respect of Termination**	
Z4.1		**The following will be included under core clause 91.1:** **In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and** **Under the second main bullet, insert the following additional bullets after the last sub-bullet:** • **commenced business rescue proceedings (R22)** • **repudiated this Contract (R23)**
Z4.2	**Termination Table**	**The following will be included under core clause 90.2 Termination Table as follows:** **Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"**

Z4.3		**Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."**
Z5	**Right Reserved by the *Employer* to Conduct Vetting through SSA**	
Z5.1		**The *Employer* reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any *Contractor* who has access to National Key Points for the following without limitations:** **1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.** **2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.** **3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.**
Z6	**Additional Clause Relating to Collusion in the Construction Industry**	
Z6.1		**The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.**
Z7	**Protection of Personal Information Act**	
Z7.1		**The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.**

C1.2 Contract Data

Part two - Data provided by the *Contractor.*

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

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

Clause	**Statement**	**Data**
10.1	The *Contractor* is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The *direct fee percentage* is	**%**
	The *subcontracted fee percentage* is	**%**
11.2(18)	The *working areas* are the Site and	
24.1	The *Contractor's* key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled – T2.2-03.
11.2(14)	The following matters will be included in the Risk Register	

31.1	The programme identified in the Contract Data is			
B	**Priced contract with bill of quantities**			
11.2(21)	The *bill of quantities* is in			
11.2(31)	The tendered total of the Prices is	_____(In figures) _____(In words), excluding VAT		
	Data for Schedules of Cost Components	*Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.*		
B	**Priced contract with bill of quantities**	**Data for the Shorter Schedule of Cost Components**		
41 in SSCC	The percentage for people overheads is:	**%**		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	**%** (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	**Equipment**	**Size or capacity**	**Rate**
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	**Category of employee**		**Hourly rate**
62 in SSCC	The percentage for design overheads is	**%**		
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			

PART 2: PRICING DATA

Document reference	Title	No of pages
	This cover page	1
C2.1	Pricing instructions: Option B	2-7
C2.2	The *bill of quantities*	7-10

C2.1 Pricing instructions: Option B

1. The *conditions of contract*

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

1.1.1 Clause 11 in NEC3 Engineering and Construction Contract, June 2005 (ECC3) Option B states:

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

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

Function of the Bill of Quantities

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

1.3. Guidance before pricing and measuring

1.3.1 The measurement has been done in accordance to the Standard System of Measurement for Building Work and SANS 1200 Standard Specifications and payment clauses of the SANS 1200 Standard and Particular Specifications, must be deemed to form part of and included in the Pricing Instructions.

1.3.2 The Contract Data, the Works Information and the Site Information are to be read in conjunction with the Bill of Quantities.

1.3.2.1 The Bill of Quantities comprises items covering the Contractor's profit and costs of general liabilities and of construction of temporary and permanent Works.

1.3.2.2 All rates in the Bill of Quantities should only include the rate for unskilled, semi–skilled and skilled labour employed full time by the Tenderer. All other Labour cost in terms of Local labour temporarily employed as set out in the tender Conditions is addressed in the Preliminary and General section of the Bill of quantities.

1.3.2.3 The Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill but his attention is drawn to the fact that the *Contractor* has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the Bill.

1.3.2.4 The measurement and payment clauses of each Specification, read together with the relevant clauses of the Specification Data, set out what ancillary or associated activities are included in the rate for the operations specified.

1.3.3 The Bill of Quantities has been drawn up generally in accordance with the latest issue of the SANS Standardized Specifications. Descriptions in the Bill are abbreviated and must be read in conjunction with the measurement and payment clauses of the applicable Specifications.

1.3.4 The tender must be deemed to allow for the requirements of the Specification. Tender Drawings, where applicable, and Bill of Quantities, all of which from part of the Tender Documents any discrepancies between the descriptions in the Bill of Quantities, the Specification and/or the Tender Drawings, must be clarified prior to the submission of the Tender. Any discrepancies noted after the Tender has been accepted may be referred to the Engineer for a ruling but no increase in cost must be authorized.

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

1.3.6 Except that they must not include Value Added Tax (VAT), the prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices to the *Employer* for the work described under each item. Such prices must cover all costs and expenses that may be required in and for the construction of the work described and must cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based. Provision is made in the Summary to the Bill of Quantities for VAT to be added.

1.3.7 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered must be considered to have a price or rate of R0,00.

1.3.8 The Tenderer must price and extend each item, total each page and carry the total of each section in the Bill of Quantities to the Summary page.

1.3.9 Attention is drawn to the principle that the *Contractor* must not order the quantities of materials stated in the Bill of Quantities until he has confirmed from the construction drawings or measurement on Site that such quantities are in fact the correct quantities.

1.3.10 Items marked “L” in the Bill of Quantities must be carried out using labour intensive methods.

1.3.11 The Tenderer must price each item in the Bill of Quantities in INK, preferably black ink.

1.3.12 The quantities given in the BOQ are provisional only and the *Contractor* must be paid for the actual amount of work done at the rates tendered.

1.3.13 The accuracy or inaccuracy of the quantities given in the BOQ must in no way affect the validity of the tender or the contract based thereon.

1.3.14 Notwithstanding anything to the contrary in the Conditions of Contract or the Works Information, the *Contractor* is to satisfy himself when ordering materials that such materials must actually be required for inclusion in the works as no payment must be made for materials ordered and delivered to site and then found to be in excess of the quantity actually required.

1.3.15 Errors and omissions made in the extensions or additions in a tender must be corrected by accepting the rates tendered as being correct and adjusting the total amount tendered accordingly.

1.3.16 Information in the Bill of Quantities is not Works Information or Site Information. This confirms that instructions to do work or how it is to be done are not included in the Bill only, but in the Works Information. 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.

2. Measurement and payment

2.1. Symbols

2.1.1. For the purpose of the Pricing Schedule, the following words must have the meanings assigned to them:

Unit : The unit of measurement for each item of work as defined in the Standard Specification.
Quantity : The number of units of work for each item.
Rate : The payment per unit of work for which the Service Provider tenders to do the work.
Amount : The product of the quantity and the rate tendered for an item.
Lump Sum : An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units

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

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

m^2	square metre
m^2-pass	square metre pass
m^3	cubic metre
m^3-km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum[1]	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

2.2. General assumptions

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

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

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

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

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

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

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

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

2.3. Departures from the *method of measurement*

2.4. Amplification of or assumptions about measurement items

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

C2.2 the *bill of quantities*

SUPPLY AND INSTALLATION OF FENCE (SKOONKAAI PORT BOUNDARY) IN THE PORT OF RICHARDS BAY

Bill Item No	Work information	Item	Unit	Quantity	Rate	Amount
		BILL OF QUANTITIES				
1		**PRELIMINARY & GENERAL**	Sum	Item	Sum	
		Total carried forward to summary				
2		**Removals**				
2.1		Clearing hazardous substances along the fence line	Sum	Item	Sum	
2.2		Clearing vegetation along fence line 1200 x 0.4m	m^2	500		
2.3		Clearing of small trees along fence line 1200 x 0.4m	Sum	Item	Sum	
2.4		Removal of razor wire and brackets	m	1200		
2.5		Removal of the palisade fence panels	No.	615		
2.6		Removal of steel posts	No.	630		
2.7		Removal of the Mass Concrete Plinth	m	1200		
2.8		Removal of Deep Concrete Foundation	No.	630		
		Excavation				
2.9		Excavate for post foundations	m^3	90		
2.1		Excavate for mass concrete plinth	m^3	200		
		Subgrade Preparation				
2.11		Compaction of excavation base	m^2	500		
		Concrete works				
2.12		Concrete for post foundations 0.4 x 0.4 x 0.75m	m^3	90		

2.13		Concrete plinth 0.4 x 0.2 x 1.55m	m^3	200		
		Fence Installation				
2.14		Modification of panels as per drawing No. (RBH 80-I sh3)	No.	700		
2.15		Supply and install galvanized steel posts	No.	750		
2.16		Supply and install palisade fence panels	No.	700		
		Razor Wire Installation				
2.17		Supply and install razor wire	m	1200		
		Total carried forward to summary				

SUMMARY

1	**Total Sum**	**PRELIMINARY & GENERAL**	**SUM**	
2	**Total Sum**	**REPLACEMENT OF PALISADE FENCE**	**SUM**	
TOTAL CARRIED FORWARD TO FORM OFFER (EXCLUDING VAT)				

PART C3: SCOPE OF WORK

Document reference	Title	No of page
	This cover page	1
C3.1	*Employer's* Works Information	2
C3.2	*Contractor's* Works	18
	Total number of pages	**21**

C3.1 EMPLOYER'S WORKS INFORMATION

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SECTION 1

1. Description of the works

1.1 Executive overview

The Port of Richards Bay requires the services of a *Contractor* for the supply and installation of a fence (skoonkaai port boundary) in the Port of Richards Bay.

The *works* that the *Contractor* should perform involve the replacement of the fence panels, the replacement of the mass concrete plinth, and the replacement of the deep concrete foundation in the Port of Richards Bay.

The work should comply with the OSH Act (1993) and Construction Regulations (2014), including Port Health, Safety and Environmental Regulations and any other applicable standards as may be required.

Furthermore, includes any other work arising out of or incidental to the above, or required of the *Contractor* for the proper completion of the works in accordance with the true meaning and intent of the Contract.

1.2 Employer's objectives

The *Employer*'s objective includes the supply and installation of palisade fence, poles and construction of a concrete footer to substitute the damaged panel surrounding the Skoonkaai port boundary, to enhance security and prevent any unauthorized access.

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
TNPA	Transnet National Ports Authority
CA	Contract Administrator
PM	Project Manager
PEO	Project Environment Officer
EMP	Environmental Management Plan
SHE	Safety, Health and Environment Specification
CM	Construction Manager
SANS	South African National Standards
PPE	Personal Protective Equipment
NEC3 ECC	NEC3 Engineering and Construction Contract

2. Engineering and the Contractor's design

2.1 Employer's design

2.1.1 There is no design work required for this project, as the project is of a maintenance nature consisting of the supply and replacement of a palisade fence.

All work done is to be undertaken accordingly as per the following:

- Works Information and all Annexures thereto.
- Technical Specifications, including *Employer's* Specification and Project Particular Specifications.
- Relevant sections of and Variations to the Standardised Specifications (SANS1200)

2.2 Pre-Qualification

2.2.1 *Tenderers* should have a valid ***CIDB*** **contractor** grading designation of **3GB or 3SQ or higher** as required by the project.

2.2.2 *Tenderers should have a* Certified welder as a requirement of the project.

NB: If the *Tenderer* does not submit the certificates (CIDB, Certified welder) as a requirement will be disqualified.

3. Construction

3.1 Temporary works, Site services & construction constraints

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

3.1.1.1 The *Contractor* must comply with the *Employer's* Site entry and Port security control, permits and Site regulations. The *Employer* provides coded ID cards to all *Contractors'* employees for access/egress of personnel, plant, material and equipment within the Site boundaries.

3.1.1.2 Access must be subject to the Transnet National Ports Authority security requirements and regulations, which states that "access should be obtained for all the *Contractor's* personnel at Permit Office located at Sizakala Truck Staging Facility". The *Contractor* must make a cost and time allowance for obtaining the necessary permits, including labour and transportation within his rates. All *Contractor* personnel must always wear their security identity (ID) card to be easily identifiable as being employed by the company concerned.

3.1.1.3 The *Contractor* must ensure that all materials, machinery or equipment brought by him onto the premises are recorded at the main gate(s) and/or checkpoint(s). Failure to do this may result in a refusal by the *Employer* to allow the materials, machinery or equipment to be removed from the premises.

3.1.2 The *Contractor* complies with the following:

3.1.2.1 The *Contractor* and his employees must enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the *Employer*. The *Contractor* must ensure that employees always observe the security rules of the Employer and must not permit any person who is not directly associated with the work from entering the premises.

3.1.2.2 The *Contractor* and his employees must not enter any area of the premises that is not directly associated with their work.

3.1.2.3 The *Contractor* shall ensure the safe passage of *Contractor's* traffic to and around the Site and Working Areas at all times, which includes providing flagmen, protective barriers, signage, etc. for protection, direction and control of traffic.

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

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

- The *Contractor* ensures the safe passage of *Contractor's* traffic to and around the Site and Working Areas at all times, which includes providing flagmen, protective barriers, signage for protection as well as route and control of traffic.

- The *Contractor* ensures that any of his personnel, labour and Equipment moving outside of his allocated Site and Working Areas do not obstruct the operations of the Port. To this end, access routes are allocated and coordinated by the *Project Manager.*

- The *Contractor* ensures that all his construction personnel, labour and equipment remain within his allocated and fenced-off construction area.

- All *Contractor's* personnel working within Port must comply with Transnet National Ports Authority's operational safety requirements and be equipped with all necessary PPE and high-visibility apparel. Floating apparel must be provided when work is conducted within two metresE (behind the yellow line) of the quay wall.

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

3.1.4.1 Access to the works for *Contractor's* personnel must be through the Port entrances. Movement of construction vehicles must be managed to ensure that other users are not delayed through the operational area. Construction activities must be barricaded to always allow safe use of the road areas. No additional payment must be made, and it must be deemed to be included in the rates of the relevant items.

3.1.4.2 The speed limit in most internal roads within the Port of Richards Bay is 40km/h unless otherwise indicated; compliance with these regulations is enforced and must be complied with, access cards/permit will be revoked if found to be non-compliant.

3.1.4.3 The speed limit at quayside areas within the Port of Richards Bay is 20km/h unless otherwise indicated; compliance with these regulations is enforced and must be complied with; access cards/permit will be revoked if found to be non-compliant.

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

3.1.5.1 There is a permit card access system to enter the Port Area. The *Project Manager* on behalf of the Employer will arrange the required access permits and issue them to the *Contractor* free of charge.

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

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

Normal working hours at the Port of Richards Bay are from 08:00 to 16:30, Monday to Friday, Inclusive. For any extended hours or overtime the *Contractor* shall apply in writing and obtain approval from the *Project Manager / Employer*.

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

3.1.8 Health and safety facilities on Site

3.1.8.1 The *Contractor's* personnel must be subject to all safety procedures and regulations as laid down by TNPA Health and Safety Specification.

3.1.8.2 In the event of fire on the work site, the *Contractor* must provide the first response to minor fires and inform TNPA personnel of the fire, then vacate the site immediately in compliance with the *Contractor's* evacuation procedure. Any major fires must be immediately reported to the TNPA Fire Department for intervention.

3.1.8.3 The *Contracto*r must note that smoking must not be allowed on the site within 30m of Building(s); it must only be allowed in designated and clearly marked smoking areas. No open fires must be lit anywhere on site.

3.1.8.4 The *Contractor* must be responsible for ensuring the satisfactory and safe condition of all power tools and equipment. All electrically powered equipment must be compliant with OHS Act Standards. The use of electrically powered equipment must be subject to the prior approval of TNPA.

3.1.8.5 All Occupational Health and Safety Act and Construction Regulations about the work being carried out must be adhered to. The *Contractor's* employees must always be supervised by a Competent *Supervisor* appointed in writing in terms of the regulations of the Occupational Health and Safety Act and made aware of his responsibilities. The *Project Manager* reserves the right to judge the competence of the appointed *Supervisor* for the task being performed before and during the progress of the work.

3.1.8.6 The *Contractor* must enter and execute an Agreement with the *Employer* as provided for under Section 37(2) of the Occupational Health and Safety Act (1993). The Agreement must be in the form of the pro-forma included elsewhere in this document.

3.1.8.7 All *Contractor's* staff and labour working within port shall comply with the *Employer's* operational Health and Safety requirements and shall be equipped with all necessary PPE, high visibility apparel and, when working within two metres of the quay wall, floating apparel.

3.1.9 The *Contractor* complies with the requirements stated under paragraph 2.1.1 of C3.1 *Employer*'s Works Information.

3.1.9.1 The *Employer's* normal operations, maintenance and other construction contracts must continue during the currency of this contract. It is possible, therefore, that the site may become congested at times and careful co-ordination is thus essential to minimise disruptions to all parties.

3.1.9.2 Alternative site routes for emergency vehicles must be discussed with the *Project Manager* during the compulsory meeting.

3.1.9.3 The *Contractor* provides a name-board. The sites will be identified and instructed by the *Project Manager.*

3.1.9.4 The name-board must be erected within a month of the commencement date of the contract and must be placed at the positions indicated by the *Project Manager.* Any damage to these boards must be repaired within fourteen days of a written instruction

issued by the *Project Manager*. No payment must be made in terms of the contract before the erection of the name-board.

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

3.1.10.1 The *Contractor* must take note of the environmental requirements contained in the *Employer*'s Construction Environmental Management Plan.

3.1.10.2 The *Contractor* must take every precaution to avoid damage to vegetation adjacent to the works. Any damage caused is to be repaired at the *Contractor's* expense.

3.1.10.3 Storage and stockpiling areas for materials adjacent to the works must be discussed and agreed to with the *Project Manager* on behalf of the *Employer* at the kick-off meeting. Excess material from excavations and waste material must only be stockpiled at sites that have been approved by the *Project Manager*.No additional payment must be made, and it must be deemed to be included in the rates of the relevant items.

3.1.10.4 Waste must not be stored onsite; all waste material must be stored in the waste receptacles and transported to the landfill site by an approved waste service provider

3.1.10.5 The *Contractor* has no title to all materials arising from excavation and demolition in the performance of the works, with title to such materials remaining with the *Employer*. The *Project Manager* must instruct the *Contractor* how to label, mark, set aside and/or dispose of such materials for the benefit of the *Employer* in accordance with ECC3 Clause 73.1.

3.1.11 The *Contractor* complies with the EMP for the construction of the *works*.

EMP must include:

- Introduction and Company Profile (Outline what the company is about and what activity it intends to do).
- Policy: Environmental policy statement of commitment.
- Roles and Responsibilities, i.e. identify and describe responsibilities for environmental management and reporting, including contact details.
- Environmental Awareness and Training, i.e. briefly describe what training initiatives and programs are in place to ensure staff members are aware of the environmental responsibilities.
- Operational activities, these must be site specific and must relate to one or more of the following:
  - Waste minimization and management
  - Water pollution
  - Emergencies
- Closure: The EMP must commit to a Closure Plan that will identify impacts and outline remediation measures.

WASTE MANAGEMENT

Waste is bound to be generated during the construction of this project; the *Contractor* must:

- Make provision of properly labelled waste receptacles, i.e. hazardous waste, recycled waste etc.
- Disposable waste material must be taken to a permitted landfill site by the qualified waste management company that has a Transnet waste disposal license.
- If the waste is contaminated or hazardous, it must be taken by a Hazardous Waste Management Company to the appropriate dumping site. The *Contractor* must submit proof of correct disposal to the *Project Manager*.
- *Contractor* must ensure that a high level of housekeeping is always maintained and the site is kept tidy daily.

- Contractor must comply with all legal and other environmental requirements including the specification.

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

3.1.1.12 There is a permit card access system to enter the Port Area. The *Project Manager* on behalf of the *Employer* will arrange the required access permits and issue them to the *Contractor* free of charge.

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

3.1.13 Title to Materials from demolition and excavation

The *Contracto*r has no title to all materials arising from excavation and demolition in the performance of the works, with title to such materials remaining with the *Employer*. The *Project Manager* must instruct the *Contractor* how to label, mark, set aside and/or dispose of such materials for the benefit of the *Employer* in accordance with ECC3 Clause 73.1.

3.1.14 Cooperating with and obtaining acceptance of others:

The *Employer* shall from time to time appoint an Agent(s) or other *Contractor(s*) to act on his behalf during the entire contract duration, and the *Contractor* must cooperate in accepting instructions when required.

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

The *Employer* shall from time to time appoint other *Contractor(s)* to act on his behalf during the entire contract duration; the *Contractor* must ensure cooperation in the execution of various packages as and when required

3.1.16 Publicity and progress photographs

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

3.1.17.2 The *Contractor* must obtain the permission and approval of the *Project Manager* before erecting any notice boards or using the details of the contract in any advertising media.

3.1.17 The *Contractor* provides notice board safety signage during the duration of the works.

3.1.18 The *Contractor* provides a complete digital photographic record of the progress of the construction of the works to the *Project Manager,* monthly as part of the *Contractor's* monthly programme narrative report.

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

3.1.20 *Contractor*'s Equipment

The *Contractor* shall ensure that all Equipment is in a satisfactory mechanical condition for the duration of the contract. No additional payments will be made for the establishment of additional Equipment as it will be deemed to have been included in the *Contractor's* tender rates.

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

The *Contractor* complies with the following: All Equipment arriving on Site shall be inspected by a Competent Person from the *Contractor* before arrival on Site who shall certify that the Equipment is in a satisfactory condition. All hoses, pumps, connections and other items associated with any fluid (oil, hydraulic fluid etc.) shall be inspected, and any items in a poor condition shall be replaced with new items. This is to prevent uncontrolled fluid loss due to failure of hoses or clamps. Inspection sheets for all equipment to be maintained in an Equipment Inspection File.

3.1.22 Equipment provided by the *Employer*

No Equipment shall be provided by the *Employer.*

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

No Equipment shall be provided by the *Employer.*

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

Not Applicable.

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

No Facilities would be provided to the *Contractor* by the *Employer.*

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

3.1.27 Unless expressly stated as a responsibility of the *Employer* as stated under 3.1.11 Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to Provide the *Works* remain the responsibility of the *Contractor*.

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

3.1.28.1 The *Contractor* inspects and surveys the buildings/premises/facilities/various work sites to establish the existing conditions and state of repair before construction with the *Project Manager*. *Contractor* must take photos before and after construction and keep records for submission to the *Project Manager* whenever the need arises. All these records must be submitted to the *Project Manager* at completion of the project; this shall be deemed to have been included in the relevant rates.

3.1.29 Control of noise, dust, water and waste:

Shade cloth to be erected for the containment of debris entering the water.

3.1.30 The *Contractor* complies with the following:

Contractor to comply with the OSH Act. And all relevant EMP regulations.

3.1.31 The *Contractor* must notify the *Supervisor/Project Manager* in writing of any elements of the works which are to be covered up. This notification must be given in no less than 24 (twenty-four) hours before the proposed covering up.

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

During the currency of this contract, staff of TNPA and others will be working in the area. Therefore, the *Contractor* shall conduct his operations and re-arrange his program of work if instructed by the *Project Manager* to not impede or restrict the Port Operations.

3.2 Completion, testing, commissioning and correction of Defects

3.2.1 The *work* to be done by the Completion Date, which is five (5) months from the day in which Part C1 is completed:

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 the project is free of Defects, which would have, in his opinion, prevented the *Employer* from using the works and others from doing their work.

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

Only snag list and rectification of defects identified during the retention phase and maintenance period will be permitted to be completed.

3.2.3 Operational maintenance after Completion

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

3.2.3.2 The *Contractor* will be liable to maintain any defects, material and/or workmanship which are not in accordance with this contract, and which may appear within a period of three (3) months after the date of acceptance of the work and shall repair all damage caused thereby after the date of acceptance. The guarantee shall cover all parts, labour, travelling and accommodation costs.

The *Contractor* shall rectify any defects that may arise during the maintenance period within 7 days of him being notified by the *Project Manager* in writing of such defects.

4. Plant and Materials Standards and Workmanship

4.1 Investigation, Survey and Site Clearance

4.1.1 The *Contractor* carries out the following investigations, i.e. existing facilities, services, servitudes at the Site before commencing with the works.

4.2 Building works

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

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

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

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

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

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

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

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

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

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

4.2.6 Within the Model Preambles for Trades 1999, B. ALTERATIONS, B.2 MATERIALS FROM THE ALTERATIONS, CREDIT, ETC and C. EARTHWORKS, C1.4 Materials from demolitions shall not apply. C3.1 *Employer's* Works Information paragraph 3.1.6 states details of the *Contractor's* title (if any) to Materials arising from excavations and/or demolitions and how such Materials are either to be disposed of or re-used in the *works*.

4.2.7 Within the Model Preamble for Trades 1999 Q. PLUMBING AND DRAINAGE, Q.24 TESTS shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer's* Works Information.

4.2.8 Within the Model Preamble for Trades 1999 U. EXTERNAL WORKS, U.3.8 Process control tests shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer's* Works Information.

4.2.9 The principles, meanings and interpretation stated and established within paragraphs 6.2.1 to 6.2.8 with respect to the Model Preambles for Trades 1999 equally apply to the other Model Preambles for Trades 1999 references used within this paragraph 4.2 of C3.1 *Employer's* Works Information.

4.3 Civil Engineering and Structural Works

4.3.1 Where the SANS 1200 series of Specifications are used within the Works Information, the following interpretations and meanings shall apply:

4.3.2 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in the *Works* Information and the conditions of contract, the conditions of contract take precedence within the ECC contract.

4.3.3 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this paragraph 4.3 of the *Employer*'s *Works* Information and specific statements contained elsewhere in C3.1 *Employer*'s *Works* Information, the specific statements contained elsewhere shall prevail, without prejudice to the Project Manger's express duty to resolve any ambiguity or inconsistency in the *Works* Information under ECC Clause 17.1.

4.3.4 Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Where the word or expression “specification” is used, read “Works Information”.

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

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

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

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

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

SECTION *2*

5. Management and start up

5.1 Management meetings

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

Title and purpose	**Approximate time & interval**	**Location**	**Attendance by:**
Overall Contract - Progress and feedback.	*Monthly on a day and time mutually to be agreed.*	*Port of Richards Bay*	*Employer, Contractor, Supervisor, Project Manager, including relevant stakeholders as may be deemed relevant*
Site Inspections and quantity measurements	*Ad hoc*	*Port of Richards Bay*	*Employer, Contractor, Supervisor, Project Manager, including other stakeholders as may be deemed relevant*
Contractor Safety Meetings.	*Fortnightly with Contractors. Day and time to be agreed.*	*Port of Richards Bay*	*CM (Optional), TNPA Safety Advisors and Contractor Safety Officers and Contractor Management / Supervision.*
Safety Pre-Mobilisation Meeting	*Once-off at the kick-off meeting.*	*Port of Richards Bay*	*Employer, Contractor (appropriate key persons), Supervisor (as necessary and appropriate delegates), and Project Manager, including other stakeholders as may be deemed relevant*
Safety, Health and Environment Induction Training.	*Once-off induction programme before commencing any work on site and each time for a new start.*	*Port of Richards Bay*	*Employer, Contractor (all personnel to work on site), Supervisor, Project Manager, including other stakeholders as may be deemed relevant*

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

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

5.2 Safety risk management

5.2.1 The *Contractor* complies with the Occupational Health and Safety Act, 85 of 1993 and Regulations together with Health and Safety requirements contained in the *Employer* Health and Safety Project Specifications attached hereto as Annexure B of this Works Information:

5.2.2 The *Contractor* must perform the works having due regard to the SHE specification.

5.2.3 No alcohol is permitted on Site and within TNPA property. The *Employer* has a zero-tolerance policy in this regard, and all personnel entering the Site will be required to undergo breathalyser tests.

5.2.4 The *Contractor* shall provide all personnel with the required and relevant Personal Protective Equipment (PPE) as detailed in the SHE specification.

- Although not limited to, the following PPE is the minimum requirement:
- Hard hat
- Safety boots with steel toe cap
- High visibility reflective vests
- Safety glasses
- Any other job specific PPE required.

5.2.5 The *Contractor* shall safely provide transport for personnel. Transportation in the back of a light delivery vehicle is prohibited. The *Contractor* may transport workforce by means of buses to the respective areas of work. There is no additional payment for this and shall be deemed to have been included in the tendered rates.

5.2.6 The *Contractor* must always adhere to the following Covid19 measures in place on site for his employees and visitors

- Hand sanitizers readily available
- *Contractor's* personnel and visitors register
- Employees to wear masks
- Temperature scanner

5.3 Programming constraints

5.3.1 The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of the (e.g. EMP and SHE Specification) as described under paragraph 2.4 of the Works Information, together with the associated environmental method statements.

5.3.2 The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of Health and Safety, and procurement strategies/activities.

5.3.3 The *Contractor* complies with the *Employer's* programme exclusive of holidays, builder's holiday [16 December 2020 – 10 January 2021] and known special non-working days when he submits his first programme.

5.3.4 The *Contractor* presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy format and in soft copy format.

5.3.5 It is incumbent upon the *Contractor* to submit a level 4 schedule/programme clearly showing the project duration and critical path for approval within 14 days of the award of this contract. The schedule/programme is to be discussed and agreed between the *Contractor* and Sub-*Contractor's* before submission; this must be subject to discussion and review by the *Project Manager.* No claim for an extension of time or acceleration must be entertained by the *Project Manager* due to any failure of the *Contractor* and *Sub-Contractor(*s) to accommodate one another.

5.3.6 The *Contractor's* proposed construction programme must be in a bar chart form.

5.3.7 The *Contractor* must submit his programme within the time stated in 5.6.5 above, to the *Project Manage*r for acceptance. The programme must be in the form of a bar chart or any other time-activity form acceptable to the Project Manager and must clearly show:

- The proposed rate of progress to complete the Works within the required period as tendered, showing the various activities, their durations and proposed re-sourcing levels (major plant and labour) for each element of the Works. Sufficient detail must be provided to enable the *Project Manager* to be able to gauge construction progress.
- The sequence of activities and any dependencies (time or resource related) between them.
- The critical path activities.
- Key dates/information, etc. in respect of work to be carried out or to be provided by others.
- The anticipated value of work to be done during each month, i.e., monthly cash flows.

- Other information specifically required by the *Project Manager*.
- The *Contractor* shows on each revised programme he submits to the *Project Manager* a resource histogram showing planned versus actual progress, deviations from the accepted Programme and any other remedial actions proposed by the *Contractor*.
- The *Contractor* must submit programme report information to the *Project Manager* at mutually agreed intervals in addition to the intervals for submission of revised programmes.
- All activities, including establishment on site, trimming, finishing and the completion of all minor ancillary works are to be included in the programme.

NB: The *Contractor*'s performance must be strictly monitored on the provided and mutually agreed and accepted programme.

5.3.8 When drawing up his programme, the *Contractor* must, inter alia, take into consideration and make allowance for:

- Expected weather conditions and their effects.
- Known physical conditions or artificial obstructions.
- The accommodation and safeguarding of public, traffic and *Employer's* assets.
- Dealing with, altering and installing services.
- The reasonable requirements and programmes of the *Employer.*
- All other actions required in terms of this contract.

5.3.9 The following details must be submitted together with the programme:

- The number of working hours per day, working days per week, assumed holiday or shutdown periods on which the programme is based.
- The overall labour and major plant resource levels on which the programme is based.

5.3.10 The *Contractor* must base his initial programme of work on the scope of work as described in the project specification and the Bill of Quantities. This programme must be reviewed on a regular basis by the *Contractor* in accordance with changing circumstances, delays and amendments to the work ordered by the *Project Manager*.

5.3.11 Minor revisions to the accepted programme may be introduced from time to time by mutual agreement between the *Contractor* and the *Project Manager*. Should there be any major revision required in the programme, this can only be implemented through a written instruction to the *Contractor* by the *Project Manager* and subsequently a revised programme must be submitted within two weeks of receipt of such an instruction.

5.3.12 It should be noted that it is in the *Contractor*'s interest to provide a comprehensive programme giving as much information as possible about the times allowed for the various activities as well as resources or other limitations affecting the programme, since the accepted programme may be used to evaluate any claims in terms of the general conditions of contract for extensions of time.

5.3.13 Acceptance of the programme merely constitutes an acknowledgement by the *Project Manager* that the Accepted Programme represents a contractually compliant, realistic and achievable depiction of the *Contractor's* intended sequence and timing of construction of the works.

5.3.14 Acceptance of the programme does not relieve the *Contractor* of his duties in terms of the contract obligations.

5.3.15 Acceptance does not turn the *Contractor's* programme into a contract document or mandate that the works should be constructed exactly as set out in the Accepted Programme.

5.3.16 The *Contractor* must submit to the *Project Manager*, at least three working days before each monthly site meeting, copies of the following:

- The contract programme with progress charts and programme graphs updated to reflect the planned versus actual progress to date.

- The *Contractor* shall update the programme and supply the progress reports to show actual and expected progress compared to the latest agreed Accepted Program. Progress information may be verified by the *Project Manager* at any stage.
- A summary of progress on site over the month preceding the site meeting. The report must be in the form of a detailed narrative to the contract programme.
- Details of activities running late, indicating what steps have been or must be taken to ensure that the work is completed within the specified time.
- A report on all labour, plant and materials on site.

5.4 A Contractor employee safety training programme Insurance provided by the Employer

5.4.1 No insurance will be provided by the *Employer* as contained in the Contract Data – Part 1. The *Contractor* is required to provide an All-Risk Insurance, and this must be included on the tendered rates.

5.5 Contract change management

5.5.1 No additional requirements will apply except for ECC Clause 60 series.

5.6 Provision of bonds and guarantees

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

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

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

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

- Records of design employee's location of work;
- Proof of payments for actual expenditure; and
- Rate breakdown for activities concerned.

5.8 The Contractor's Invoices

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

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

5.8.3 The invoice states the following:

Invoice addressed to Transnet SOC Ltd;

Transnet SOC Limited's VAT No: 4720103177;

Invoice number;

The *Contractor*'s VAT Number; and

The Contract number

The invoice contains the supporting detail

5.8.4 The invoice is presented by hand delivery.

6. Procurement

6.1 People

6.1.1 Minimum requirements of people employed on the *Site*

6.1.2 It is encouraged that the *Contractor* consider employment of locally based labourers (i.e. reside within the boundaries of the city of uMhlathuze) where possible.

6.1.3 The *Contractor* performs the *works* having due regard and in compliance with the following Act/s:

- Basic Conditions of Employment Act.
- Labour Relations Act.
- Employee Equity Act.
- Workmen's Compensation Act.
- Compensation of Occupational Injuries and Diseases Act.

6.1.4 Where under the EMP as described under paragraph 6.4 of the Works Information, the *Contractor* is required to remove an animal, reptile or bird from the Site and/or Working Areas, the *Contractor* engages a *Subcontractor* who is a specialist and qualified for the removal of such animal, reptile or bird (to include the removal of rare, endemic or endangered species). The *Contractor*'s attention is drawn to ECC Clauses 26.2 & 26.3.

6.2 Plant and Materials

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

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

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

6.2.4 No Plant and Materials to be provided by the *Employer* for the *Contractor* to use in the *works*:

6.3 Tests and inspections before delivery

6.3.1 The *Contractor* must submit to the *Supervisor* details to certify that all the materials comply with the quality as per specification requirements.

6.4 Marking Plant and Materials outside the Working Areas

6.4.1 No Plant and Materials will be paid for before delivery to the working area

SECTION 3

C3.2 CONTRACTOR'S WORKS INFORMATION

3.2.1 Description of the works.

The works that the Contractor is to perform involve, inter alia, the following:

<u>The scope of work comprises the following:</u>

- Replacement of the fence (612 panels) 1199m
- Replacement of the Mass concrete plinth
- Deep concrete foundation replacement

3.2.1.1 Remove

- Hazardous substances along the fence line and dispose at an approved spoil site.
- Vegetation and trees obstructing the fence line
- Steel palisade panels and fence posts; dispose of palisade panels at Pioneer Centre and submit proof of dumping.
- Break out old concrete using any mechanical breakers
- Concrete debris to be removed and disposed of at an approved spoil site and submit proof of dumping.
- Dismantle and remove Razor wire and brackets.

3.2.1.2 Excavation Work

- Excavate for post foundations to a depth of 750 mm and 400mm wide
- Excavate a continuous trench for the plinth beam and 400mm deep and 200mm wide.

3.2.1.3 Subgrade Preparation

- Compact the base of excavations
- Add a blinding layer (50- 75 mm) of lean concrete or compacted sand if required
- Ensure proper line and level before placing concrete.

3.2.1.4 Concrete Work

-For post foundations

- Use concrete grade (25 MPa)
- Place concrete in excavations
- Insert and align posts (Galvanized)
- Allow initial set before installation of the panel.
- Let the concrete cure for the specific time.

-Mass Concrete Plinth

- Cast continuous plinth between posts
- Concrete grade (25 MPa)
- Ensure proper compaction, smooth finish & alignment with fence line

3.2.1.5 Installation of a new fence system

- The fence must be hot-dip galvanized, braced with four horizontal rails, at the bottom and the other one 625mm from the bottom rail, another one at the top and the other 625 mm from the top per panel as per drawing no. **RBH 80-l sh3**
- Supply and install fence panels as directed by the Project Manager.
- Install one fence panel and get the approval from the Project Manager before installing the entire fence.

3.2.1.6 Razor wire installation

- Install new razor wire (Galvanized Concertina razor wire)
- Ensure continuous and secure installation

3.2.1.7 Backfilling and Compaction

- Backfill around foundations
- Compact in layers (150mm max)
- Restore ground levels and slope away from the fence

3.2.1.8 Site cleanup and handover

- Remove all debris and excess materials
- Clean site
- Final inspection and handover

Furthermore, any other work arising out of or incidental to the above or required of the *Contractor* for the proper completion of the works in accordance with the true meaning and intent of the contract document.

The *Contractor* will be liable for repairs to any defects in the works for a period of 03 months (Defects Liability Period) from the date of acceptance by the *Project Manager*. This shall cover all parts, labour, travelling and accommodation costs.

PART 4: SITE INFORMATION

Core clause 11.2(16) states

“Site Information is information which

- Describes the Site and its surroundings and
- Is in the documents which the Contract Data states it is in.”

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

1. Description of the Site and its surroundings

1.1. General description

1.1.1 The area where the works are to be constructed is in the Port of Richards Bay Boundary via the Newark Road along the Skoonkaai yard (Port fence boundary). Access must be subject to the Transnet National Ports Authority security requirements and regulations, which state that “access should be obtained for all the Contractor’s personnel at the Permit Office located at Sizakala Truck Staging Facility”.



Fig 1. Skoonkaai fence (Port Boundary)

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

1.2.1 The works would be taking part on the existing roads, which operate 24 hours daily; therefore, the contractor shall take into consideration the vehicles of port users moving in and out of the Port and that the schedule might be affected.

1.3. Hidden services

1.4.1 The *Contractor* is to apply care not to damage existing services.