

Transnet National Port Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ)

FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF MILD STEEL PIPES AND BUTTERFLY VALVES AT BERTH 208 & 209 IN THE PORT OF RICHARDS BAY.

RFQ NUMBER	: TNPA/2026/02/0136/1454/RFQ
ISSUE DATE	: 13 March 2026
COMPULSORY BRIEFING	: 19 March 2026
CLOSING DATE	: 26 March 2026
CLOSING TIME	: 12h00pm
TENDER VALIDITY PERIOD	: 12 weeks from closing date

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

1. CIDB Registration of CIDB grading of **3** and above as Civil Engineering (CE) or Mechanical Engineering (ME) Contractor
2. The Supervisor as per the list provided shall have a minimum qualification of National Diploma: Mechanical engineering or trade test qualification in Mechanical (Fitter) or plumbing trade test certificate.
3. The plumber or mechanical artisan as per the list provided shall have a minimum trade test certificate qualified as Mechanical fitter or plumber.
4. The Project Manager as per the list provided shall have a minimum qualification of National Diploma in engineering or NQF level 6 project management qualification.
5. The SHEQ Officer, as per the list provided, shall have a minimum of five (5) years of similar work experience.
6. The general worker as per the list provided shall have a minimum of five (5) years' experience as a general worker, or equivalent.

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	For the Supply, Delivery, Installation and Commissioning of Mild Steel Pipes and Butterfly Valves at Berth 208 & 209 In the Port of Richards Bay
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at Transnet PPD and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at Employee care centre on the 19th of March 2026, at 10:00am [10 O'clock] for a period of ± 6 (six) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.
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	A Site visit/walk will take place, tenderers are to note: • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory tender briefing. Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative. NB: Tenderers failing to attend the compulsory tender briefing will be disqualified.
CLOSING DATE	12:00pm on (2026 March 26) 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 on to the system.

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

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

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

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 T2.2-16, [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:

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

5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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

T1.2 TENDER DATA

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

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

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

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

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

T2.2 Returnable schedules

Part C: The contract

Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2)
Part C2: Pricing data	C2.1 Pricing instructions C2.2 Bill of Quantities
Part C3: Scope of work	C3.1 Works Information
Part C4: Site information	C4.1 Site information

C.1.4	The Employer's agent is:	Procurement Intern
	Name:	Londiwe Khanyile
	Address:	1st Floor, Bayvue Building Ventura Road Port of Richards Bay, 3900
	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 - Eligibility with regards to attendance at the compulsory clarification meeting:**
An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7
The attendance register will also be used to confirm the tenderers attendance of the clarification meeting should the certificate of attendance for the relevant tender clarification meeting not be attached on the tender document submitted to Transnet.
Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.

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

- a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **CIDB grading of 3 and above as Civil Engineering (CE) or Mechanical Engineering (ME) Contractor** 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 **CIDB grading of 3 and above as Civil Engineering (CE) or Mechanical Engineering (ME) Contractor** or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

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

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

3. Stage Three - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is 60 points.

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

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

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

Tenderers are also **required to bring their 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 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/2026/02/0136/1454/RFQ ▪ The Tender Description: For the Supply, Delivery, Installation and Commissioning of Mild Steel Pipes and Butterfly Valves at Berth 208 & 209 In the Port of Richards Bay for a Period of Seven (07) Months.
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Documents must be marked for the attention of:

Employer's Agent: Londiwe Khanyile

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: **12:00pm** on the **26 March 2026**
Location: The Transnet PPD Submission Portal: ([Transnet PPD](#));

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

C3.11 The minimum number of evaluation points for functionality is: **60**

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

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

Functionality Criteria

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

(Please see CIDB Compiler guidance note T1.2 – Tender Data).

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-04: Evaluation Schedule – Experience of Key Personnel	The tenderer must be able to demonstrate that the project personnel have sufficient knowledge, experience, and qualifications to provide the required service.		30
	Key personnel should include:		
	Site Supervisor	7	
	Project Manager	10	
	Trade tested plumber or trade tested Mechanical (Mechanical fitter)	6	
	SHEQ Officer	3	
	General worker	4	
T2.2-04: Method Statement	Tenderers are to submit a method statement which responds to the scope of work and outlines proposed approach / methodology including that relating, but not limited to, programme, method statement, technical approach and an understanding of the project objective. The approach paper should		35

	explain the methodologies which are to be adopted and demonstrate its compatibility.		
	The method statement shall cover the following critical items as a minimum but not limited to the following (the Contractor must refer to the Works Information for a full description of the scope of the works): 1. Removal or disassembling of selected mild steel pipes, butterfly valves, vjs, quay and foam pourers, and all the other identified components as described in the Scope of works; 2. Fabrication of mild steel flanged tees and all components that require fabrication; 3. Fusion bonded epoxy coating (internal and external); 4. Fitting or installation of all required components as identified or described in the Works Information; 5.Commissioning of the system including but not limited to pressure testing.		
T2.2-03: Company Experience	Tenderers are required to demonstrate their past experience in the delivery of at least three (3) similar projects, areas, conditions and circumstances in relation to the scope of work in the last 10 years. The Tenderer is to provide previous experience showing but not limited to the following:		
	Removal and fitting of mild steel pipes, butterfly valves, vjs, foam pourers, fabrication of tee attachments and the installation of all the required parts as identified in the scope of works.	20	
	Application of fusion bonded epoxy system for coating and lining.	15	
Maximum possible score for Functionality			100

Functionality shall be scored independently by not less than 3 (three) evaluators and averaged in accordance with the following schedules:

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100 (linear scale, more suitable for NEC3, ECC (construction related procurement)). The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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

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

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

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

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

C.3.13 Tender offers will only be accepted if:

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) Bidder is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority.
- b) There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact.
- c) The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project.
- d) Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment.
- e) It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business.
- f) The tenderer or its members, directors, partners:
 - Is under restrictions as contemplated in the Integrity Pact,
 - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated.
- g) cannot, as necessary and in relation to the proposed contract, demonstrate that it possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract.

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- h) has no legal capacity to enter into the contract.
 - i) is insolvent, in receivership, under Business Rescue as provided for in Chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased, or suspended its business activities, or is subject to legal proceedings in respect of any of the foregoing.
 - j) does not comply with the legal requirements, if any, stated in the tender data; and
 - k) is not able to perform the contract free of conflicts of interest.
 - l) is able, in the option of the employer to perform the contract free of conflicts of interest.

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



T2.1 List of Returnable Documents

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

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

T2.2-02 **Stage Two as per CIDB: Eligibility Criteria Schedule** - CIDB Registration of CIDB grading of **3** and above as Civil Engineering (CE) or Mechanical Engineering (ME) Contractor

T2.2-03 **Stage Three- Eligibility in terms of Technical Evaluation Pre- Qualification Criteria:**

- The Supervisor as per the list provided shall have a minimum qualification of National Diploma: Mechanical engineering or trade test qualification in Mechanical (Fitter) or plumbing trade test certificate.
- The plumber or mechanical artisan as per the list provided shall have a minimum trade test certificate qualified as Mechanical fitter or plumber.
- The Project Manager as per the list provided shall have a minimum qualification of National Diploma in engineering or NQF level 6 project management qualification.
- The SHEQ Officer, as per the list provided, shall have a minimum of five (5) years' of similar work experience.
- The general worker as per the list provided shall have a minimum of five (5) years' experience as a general worker, or equivalent.



Transnet National Ports Authority

Tender Number: TNPA/2026/02/0136/1454/RFQ

Description of the Works: For the Supply, Delivery, Installation and Commissioning of Mild Steel Pipes and Butterfly Valves at Berth 208 & 209 In the Port of Richards Bay for a Period of Seven (07) Months.

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

- T2.2-04 **Evaluation Schedule:** Experience of Key Personnel, Management & CV's
- T2.2-05 **Evaluation Schedule:** Method Statement
- T2.2-06 **Evaluation Schedule:** Previous experience

2.1.3 Returnable Schedules:

- T2.2-08 Authority to submit tender
- T2.2-09 Record of addenda to tender documents
- T2.2-10 Letter of Good Standing
- T2.2-11 Risk Elements
- T2.2-12 Site Establishment requirements

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

ANNEX G Compulsory Enterprise Questionnaire

Agreement and Commitment by Tenderer:

- T2.2-13 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-14 Non-Disclosure Agreement
- T2.2-15 RFQ Declaration Form
- T2.2-16 RFQ – Breach of Law
- T2.2-17 Certificate of Acquaintance with Tender Document
- T2.2-18 Service Provider Integrity Pact
- T2.2-19 Supplier Code of Conduct



Transnet National Ports Authority

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Description of the Works: For the Supply, Delivery, Installation and Commissioning of Mild Steel Pipes and Butterfly Valves at Berth 208 & 209 In the Port of Richards Bay for a Period of Seven (07) Months.

1.3.2 Bonds/Guarantees/Financial/Insurance:

T2.2-21 Insurance provided by the Contractor

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Bill of Quantities)

T2.2-01: CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING

This is to certify that

Represented by: _____
(Company Name)
(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 **Londiwe Khanyile** Signature _____
For and on Behalf of the
Employers Agent. Date _____

T2.2-02: Eligibility Criteria Schedule - CIDB Grading Designation of 2EP or higher.

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

- 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 **CIDB grading of 3 and above as Civil Engineering (CE) or Mechanical Engineering (ME) Contractor** class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

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

T2.2-03: Eligibility Criteria Schedule – Technical Pre-Qualification Criteria

i. Site Supervisor x1

The Site Supervisor as per the list provided shall have a minimum qualification of National Diploma: Mechanical engineering or trade test qualification in Mechanical (Fitter) or plumbing trade test certificate

- Tenderers are to indicate their **Site Supervisor** by filling in the table below

Attach a copy of the Site Supervisor x1 qualification.

Name of Project Manager	Qualification	Attached Yes/No

ii. Trade tested plumber or Trade Tested Mechanical (Fitter) x1

The plumber or mechanical artisan as per the list provided shall have a minimum trade test certificate qualified as Mechanical fitter or plumber

- Tenderers are to indicate their **plumber or mechanical artisan** by filling in the table below

Attach a copy of the Trade tested plumber or Trade Tested Mechanical (Fitter) x1

Name	ID Number	Certificate Number	Trade	Date Issued



Transnet National Ports Authority

Tender Number: TNPA/2026/02/0136/1454/Rfq

Description of the Works: For the Supply, Delivery, Installation and Commissioning of Mild Steel Pipes and Butterfly Valves at Berth 208 & 209 In the Port of Richards Bay for a Period of Seven (07) Months.

iii. Project Manager x1

The Project Manager as per the list provided shall have a minimum qualification of National Diploma in engineering or NQF level 6 project management qualification.

- Tenderers are to indicate their **Project Manager** by filling in the table below

Attach a copy of the Project Manager x1.

Name	ID Number	Registration Number	Date Issued

iv. SHEQ Officer x1

The SHEQ Officer as per the list provided shall have a minimum of NQF level 6 in SHEQ-related qualification or SAMTRAC certificate or HIRA certificate or equivalent Environment, Health, and Safety qualification.

- Tenderers are to indicate their **SHEQ Officer** by filling in the table below.

Attach a copy of the SHEQ Officer qualification.

Name of PV Design Electrical Engineer/Technologist	Qualification	Attached Yes/No

T2.2-04: Evaluation Schedule – Experience of Key Personnel

The tenderer must be able to demonstrate that the project personnel have sufficient knowledge, experience, and qualifications to provide the required services.

1. Key personnel shall include the following as a minimum:

- Site Supervisor x1
- Project Manager x1
- Trade tested plumber or trade tested Mechanical (Mechanical fitter) x1
- SHEQ Officer x1
- General worker x1

In activities where key personnel can perform more than one function, proof of experience and a certificate of competence shall be provided in that field as required by the evaluation criteria.

2. The **experience** of assigned key persons in relation to the scope of work will be evaluated from two different points of view, namely:

- General experience (total duration of construction activity) and positions held of each discipline specific team member.
- The education, training, and skills of the assigned staff in the specific sector, field, subject etc. which is directly linked to the scope of work (Proof of education and training must be attached to the CV. Copies of all qualifications must be certified by a Commissioner of Oaths).

Comprehensive CV's should be attached to this schedule: The CV's shall clearly indicate that a key personnel is the employee of the firm and have relevant experience as required by the scope of this project.

As a minimum each CV should address the following, but not limited to:

- i. Personal particulars
 - a. Name
 - b. Date and place of birth
 - c. Place (s) of tertiary education and dates associated therewith

- d. Professional awards / registrations
- ii. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations). **NB:** Copies of all qualifications and certificates must be certified by a Commissioner of Oaths
- iii. Name of current employer and position in enterprise (or letter of intent to employ)
- iv. Overview of post graduate experience (year, organization and position)
- v. Outline of recent assignments / experience that has a bearing on the scope of work

CV's for personnel for all identified posts should include as a minimum but not limited to:

i. Site Supervisor x1

The Supervisor as per the list provided shall have a minimum qualification of National Diploma: Mechanical engineering or trade test qualification in Mechanical (Fitter) or plumbing trade test certificate. The Supervisor shall have a minimum of six (6) years' experience related plumbing or mechanical works post trade test or post National Diploma experience. The CV is provided with the relevant qualifications and experience.

ii. Trade tested plumber or Trade Tested Mechanical (Fitter) x1

The plumber or mechanical artisan as per the list provided shall have a minimum trade test certificate qualified as Mechanical fitter or plumber. The personnel shall have a minimum of six (6) years' experience post the trade test. The CV of the trade tested plumber or trade tested mechanical fitter shall indicate clear experience in installation of pipework, valves, attachments etc.

iii. Project Manager x1

The Project Manager as per the list provided shall have a minimum qualification of National Diploma in engineering or NQF level 6 project management qualification. The Project Manager shall have a minimum of six (6) years' experience in managing engineering-related works post qualification. The CV is provided with the relevant qualifications and experience.

iv. SHEQ Officer x1

The SHEQ Officer as per the list provided, shall have a minimum of five (5) years' of similar work experience. The CV is provided with the relevant qualifications required, and the personnel has a minimum of NQF level 6 in SHEQ-related qualification or SAMTRAC certificate or HIRA certificate or equivalent Environment, Health, and Safety qualification.

v. General worker x1

The general worker as per the list provided shall have a minimum of five (5) years' experience as a general worker, or equivalent. The general worker shall have knowledge of general maintenance, labor tools and have ability to operate a variety of small hand tools. The CV is provided with the relevant experience.

List of Key Persons assigned to the above disciplines:

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Site Supervisor		
2	Trade tested plumber or trade tested Mechanical		
3	Project Manager		
4	SHEQ Officer		
5	General worker		

Index of documentation attached to this schedule:

.....

.....

.....

The table below will be used as guidelines for scoring / evaluating the organisational structure submitted by tenderer.

Criteria	Weight	Score 0	Score 20	Score 40	Score 60	Score 80	Score 100
EXPERIENCE OF KEY PERSONNEL							
Site Supervisor	7	The Tenderer has submitted no information or has insufficient experience.	The personnel has four (4) or less years' work experience post qualification or trade test.	The personnel has more than four (4) years' but less than six (6) years' work experience post qualification or trade test.	The personnel has six (6) years' work experience post qualification or trade test.	The personnel has more than six (6) years' but less than nine (9) years' work experience post qualification or trade test.	The personnel has nine (9) or more years' work experience post qualification or trade test.
Trade tested plumber or trade tested mechanical (Fitter)	10		The personnel has four (4) or less years' work experience post trade test.	The personnel has more than four (4) years' but less than six (6) years' work experience post trade test.	The personnel has six (6) years' work experience post trade test.	The personnel has more than six (6) years' but less than nine (9) years' work experience post trade test.	The personnel has nine (9) or more years' work experience post trade test.
Project Manager	6		The personnel has four (4) or less years' work experience qualification.	The personnel has more than four (4) years' but less than six (6) years' work experience post qualification.	The personnel has six (6) years' work experience post qualification.	The personnel has more than six (6) years' but less than nine (9) years' work experience post qualification.	The personnel has nine (9) or more years' work experience post qualification.
SHEQ Officer	3		The personnel has two (2) or less years' work experience post qualification.	The personnel has more than two (2) years' but less than five (5) years' work experience post qualification.	The personnel has five (5) years' work experience post qualification.	The personnel has more than five (5) years' but less than eight (8) years' work experience post qualification.	The personnel has eight (8) or more years' work experience post qualification.
General Worker	4		The personnel has two (2) or less years' work experience.	The personnel has more than two (2) years' but less than five (5) years' work experience.	The personnel has five (5) years' work experience.	The personnel has more than five (5) years' but less than eight (8) years' work experience.	The personnel has eight (8) or more years' work experience.
Total	30						

T2.2-05: Evaluation Schedule: Method Statement

Submit a method statement which responds to the scope of work and outlines proposed methodology and shows an understanding of the project objective. The method statement should explain the methodologies which are to be adopted and demonstrate its compatibility. The method statement should also include and outline processes, procedures and associated resources to meet the requirements and indicate how risks will be managed.

The method statement should cover these critical items as a minimum but not limited to:

1. Removal or disassembling of selected mild steel pipes, butterfly valves, vjs, quay and foam pourers, and all the other identified components as described in the Scope of works;
2. Fabrication of galvanised steel flanged tees and all components that require fabrication;
3. Fusion bonded epoxy coating (internal and external);
4. Fitting or installation of all required components as identified or described in the Works Information;
5. Commissioning of the system including but not limited to pressure testing.

The Tenderer must attach his / her method statement to this page.

Index of documentation attached to this schedule:
.....
.....
.....
.....

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

Criteria	Weight	Score 0	Score 20	Score 40	Score 60	Score 80	Score 100
The method statement shall cover the following critical items as a minimum but not limited to the following (the <i>Contractor</i> must refer to the Works Information for a full description of the scope of the works): 1. Removal or disassembling of selected mild steel pipes, butterfly valves, vjs, quay and foam pourers, and all the other identified components as described in the Scope of works. 2. Fabrication of mild steel flanged tees and all components that require fabrication; 3. Fusion bonded epoxy coating (internal and external).	35	The Tenderer has submitted no information or information not related to the scope.	The method statement covers one (1) of the critical items in detail.	The method statement covers two (2) of the critical items in detail.	The method statement covers three (3) of the critical items in detail.	The Tenderer has covered four (4) critical items in detail.	The Tenderer has covered all five (5) critical items in detail.

4. Fitting or installation of all required components as identified or described in the Works Information. 5. Commissioning of the system including but not limited to pressure testing.							
Total score	35						

T2.2-06: Evaluation Schedule: Company Experience

Note to tenderers:

Tenderers are required to demonstrate their past experience in the delivery of at least three (3) similar projects, areas, conditions and circumstances in relation to the scope of work in the last **10** years. Tenderers are required to supply **reference letters/completion letters** which **MUST** include the following:

- 1) The project description,
- 2) Previous client name and contact details,
- 3) Previous client’s letterhead, stamp, and signatures to form part of all the letters submitted,
- 4) Year of project completion.

Note: Purchase Orders, letter of awards and delivery notes will not be acceptable.

The Tenderer is to provide previous experience showing but not limited to the following:

- Mechanical engineering and plumbing or piping related Projects
 - Removal and fitting of mild steel pipes, butterfly valves, vjs, foam pourers, fabrication of tee attachments and the installation of all the required parts as identified in the scope of works.
 - Application of fusion bonded epoxy system for coating and lining.

The table below will be used as guidelines for scoring / evaluating the experience of the tenderer.

Criteria	Weight	Score 0	Score 20	Score 40	Score 60	Score 80	Score 100
Company Experience and Proven Track Record							
Removal and fitting of mild steel pipes, butterfly valves, vjs, foam pourers, fabrication of tee attachments and the installation of all the required parts as identified in the scope of works	20	The tenderer has submitted no information or inadequate information to determine a score.	Tenderer has successfully completed one (1) similar project and submitted one (1) reference letter/completion letter.	Tenderer has successfully completed two (2) similar projects and submitted two (2) reference letters/completion letters.	Tenderer has successfully completed three (3) similar projects and submitted three (3) reference letters/completion letters.	Tenderer has successfully completed four (4) similar projects and submitted four (4) reference letters/compl etion letters.	Tenderer has successfully completed five (5) similar projects and submitted five (5) reference letters/complet ion letters.
Application of fusion bonded epoxy system for coating and lining	15						
Total score	35						

T2.2-07: 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 organization or attach a certified copy of a company/organization document that 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 authorized 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 authorize 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

Transnet National Ports Authority
Tender Number: TNPA/2026/02/0136/1454/Rfq
Description of the Works: For the Supply, Delivery, Installation and Commissioning of Mild Steel Pipes and Butterfly Valves at Berth 208 & 209 In the Port of Richards Bay for a Period of Seven (07) Months.

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 authorize Mr/Ms _____, an authorized 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 authorization is evidenced by the attached power of attorney signed by legally authorized 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

T2.2-08: 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		
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10		
11		
12		
13		
14		
15		

T2.2-09 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:

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T2.2-11 Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

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

T2.2-12 : ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

Signed

Date

Name

Position

Enterprise

name

SBD 6.1**PREFERENCE POINTS CLAIM FORM**

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
• B-BBEE Status Level of contributor – Levels 1 Or 2=6.67 • 30% Black Women Owned Entities = 6.67 • +50% Black Youth Owned Entities = 6.67 • Non-compliant and/or B-BBEE Level 3-8 contributors=0	20
Total points for Price and B-BBEE must not exceed	100

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

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice

under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

(g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents

(h) **"Price"** includes all applicable taxes less all unconditional discounts.

(i) **"Proof of B-BBEE Status Level of Contributor"**

i) the B-BBEE status level certificate issued by an authorised body or person.

ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or

iii) any other requirement prescribed in terms of the B-BBEE Act.

(j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

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

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

- 4.1 In terms of the 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 Level of the 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 guideline
+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 guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned)

	[Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is 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.

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.

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contribution: . = (maximum of 20 points)

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

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE.

(*Tick applicable box*)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded 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

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

3.4 In addition, there have been no consultations, communications, agreements or

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

arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

T2.2-13 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

.....
.....

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

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member.
- 1.2 **Bid** or **Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**].
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agent's 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; or
- 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. RECORDS AND RETURN OF INFORMATION

- 2.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 2.2 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.
- 2.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
 - 2.3.1 return all written Confidential Information [including all copies]; and
 - 2.3.2 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.
- 2.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 2.3.2 above.

3. ANNOUNCEMENTS

- 3.1 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.
- 3.2 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.

4. 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.

5. 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.

6. 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.

7. PRIVACY AND DATA PROTECTION

- 7.1 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.
- 7.2 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.

8. GENERAL

- 8.1 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.
- 8.2 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.
- 8.3 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.

- 8.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 8.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 8.6 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

T2.2-14: 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 without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-17 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.

- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

T2.2-15: REQUEST FOR QUOTATION – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-16 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-17 Service Provider Integrity Pact

Important Note: All potential tenderers must read this document and certify in the RFP 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.

Description of the Works: For the Provision of Furniture for the Marine Department in the Port of Richards Bay, once off Period.

All Tenderers/Service Providers/Contractors 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.

Description of the Works: For the Provision of Furniture for the Marine Department in the Port of Richards Bay, once off Period.

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

Description of the Works: For the Provision of Furniture for the Marine Department in the Port of Richards Bay, once off Period.

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.

Description of the Works: For the Provision of Furniture for the Marine Department in the Port of Richards Bay, once off Period.

- 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.

Description of the Works: For the Provision of Furniture for the Marine Department in the Port of Richards Bay, once off Period.

- 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

Description of the Works: For the Provision of Furniture for the Marine Department in the Port of Richards Bay, once off Period.

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

Description of the Works: For the Provision of Furniture for the Marine Department in the Port of Richards Bay, once off Period.

- 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 have 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.

Description of the Works: For the Provision of Furniture for the Marine Department in the Port of Richards Bay, once off Period.

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

T2.2-18: Supplier Code of Conduct

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

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

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

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

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

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

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

- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
- Gain an improper advantage.

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

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

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

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

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

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

Signature

T2.2-19 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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

- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.
- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the

information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

YES		NO	
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- 2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.
- 2.14. Should a Tenderer have any complaints or objections to processing of its personal information, by Transnet, the Tenderer can submit a complaint to the Information Regulator on <https://www.justice.gov.za/infoereg/>, click on contact us, click on complaints.IR@justice.gov.za

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 20

Name: _____

Title: _____

Signature: _____

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-20: Insurance provided by the *Contractor*

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

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000/R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

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 2024 to 31 March 2025 (Both days inclusive)

DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals

THE INSURED'S VAT NO: 4720103177

THE INSURED'S COMPANY REGISTRATION NO: 1990/000900/30

POSTAL ADDRESS (Head Office) Carlton Centre, 150 Commissioner Street, Johannesburg, 2001

CONTRACT WORKS INSURANCE

Cover Provided : Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.

Insurer : Mirabilis (Santam Limited)

Policy Number : MZAR35023-CAR

The Contract Site : Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.

Territorial Limits : The Republic of South Africa.

Additional Co-Insureds:

The Contractor: All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

Sub-Contractors: All Sub-Contractors employed by the Contractor and all other Sub- Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement; transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;

Provincial & Government:

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 76 cm.

Definitions

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

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

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

- Costs & Expenses - Limited to a maximum of R50,000,000.
- Expediting Measures – Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- Costs & Expenses For Removal Of Debris No Damage - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000
- Public Relationship Costs - Limited to a maximum of R1,000,000. □ Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000
- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000

Authorised Financial Services Provider

Registration in South Africa Number 2013/150155/07

Authorized FSP Licence Number 44889

- 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
- 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 of R100,000 per occurrence to apply.

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

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

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

PUBLIC LIABILITY

Cover Provided :

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

Insurer : Stalker Hutchinson (Santam Limited)

Policy Number: 6000/132335

Territorial Limits : The Republic of South Africa.

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

Excluding:

- Contracts which at award stage have a value in excess of R 1,000,000,000.
- Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period).
- Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- 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.
- Contracts in or on any aircraft.

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

Policy Limits:

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

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

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

General Policy Exclusions :

The policy does not cover:-

- deliberate, conscious and intentional disregard to take reasonable precautions.
- fines, penalties, punitive and exemplary damages.
- Pollution unless caused by a sudden, unintended and unexpected occurrence.
- cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence.
- the hazardous nature of asbestos.
- War And Terrorism Risks.
- Nuclear Risks.
- Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities

- Compulsory Insurance
- Loss or damage and any consequence therefrom to any Data. •
- Sanctions Exclusion □ Grid Failure

PROFESSIONAL INDEMNITY

Cover Provided :

Professional Indemnity

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

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132337

Jurisdiction :

Worldwide excluding North America

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

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

Limit Of Indemnity:

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

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

**Policy Extension
Limits Of Indemnity:**

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

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

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

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

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

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

Deductibles:

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

Policy Special Conditions :

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

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

Policy Main Exclusions:

- Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- Excludes Supervision.
- Excludes liability arising out of environmental impairment / pollution
- Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other noncompensating damages of any kind.

- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.
- Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.
- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion
- Grid Failure

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

Langa Sigodi

A handwritten signature in black ink, appearing to be "Langa Sigodi", written over a light blue circular background.

Account Executive: Corporate & 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

The tenderer, identified in the Offer signature block, has , has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this offer has accepted the conditions of tender.

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of

Name &
signature of
witness

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
Transnet Corporate Centre
138 Eloff Street, Braamfontein, Johannesburg, 2000

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd
Transnet Corporate Centre
138 Eloff Street, Braamfontein, Johannesburg, 2000

Name &
signature of
witness

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X7: Delay damages
		X16: Retention
		X11: Termination by the employer
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg

2000

Having elected its Contractual
Address for the purposes of this
contract as:

Transnet National Ports Authority*1st Floor Bayvue Centre**Ventura Road*

Port of Richards Bay

Telephone no.

035 905 3129

11.2(13)	The <i>works</i> are	Supply, Delivery, Installation and Commissioning of Mild Steel Pipes and Butterfly Valves at Berth 208 & 209 at the Port of Richards Bay for a Period of Seven (07) Months
11.2(14)	The following matters will be included in the Risk Register	(1) There is a risk of not obtaining berth occupancy and this may result in project taking longer than anticipated leading to a compensation event. (2) If the corroded pipes are not replaced, there is a risk that the firefighting system may not be effective in fighting fires in case one erupts.
11.2(15)	The <i>boundaries of the site</i> are	Berth 208 & 209 in the Port of Richards Bay (South Dunes precinct)
11.2(16)	The Site Information is in	Part C4
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	7 months after award
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<i>Condition to be met</i> <i>key date</i> 1 Completion of the 7 months after whole of the Works award

30.1	The <i>access dates</i> are	Part of the Site	Date
		1 Full site access to berths 208 & 209 sites	Upon approval of the SHE file
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date	
31.2	The <i>starting date</i> is	After contract sign-off or 0	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	1 week	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
4	Testing and Defects		
42.2	The <i>defects date</i> is	52 (fifty-two) weeks after Completion of the whole of the <i>works</i>	
43.2	The <i>defect correction period</i> is	3 days	
5	Payment		
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) day of each successive month	
51.1	The <i>currency of this contract</i> is the	South African Rand	
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received	
51.4	The <i>interest rate</i> is	The prime lending rate of Standard Bank of South Africa	
6	Compensation events		
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,		
		the cumulative rainfall (mm)	
		the number of days with rainfall more than 10 mm	

the 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:

Port of Richards Bay, Berth 208 and 209 in the South Dunes Precinct

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 <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
	2 Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract

	as stated in the insurance policy for Contract Works / Public Liability
Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
3 Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4 Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."

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 Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement**
 - 6 The insurance coverage referred to in 1, 2, 3, 4, 5 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required.**
-

The original policy will be returned to the Contractor.

84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
B	Priced contract with Bill of Quantities	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa)

	If no <i>Adjudicator nominating body</i> is entered, it is:	The Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Richards Bay, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	The Chairman of the Association of Arbitrators (Southern Africa)
	- if the arbitration procedure does not state who selects an arbitrator, is	
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R2000.00 per calendar day for work remaining incomplete after the agreed completion date
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage is	10% on all payments certified
X18	Limitation of liability	



Transnet National Ports Authority

Tender Number: TNPA/2026/02/0136/1454/RFQ

Description of the Works: For the Supply, Delivery, Installation and Commissioning of Mild Steel Pipes and Butterfly Valves at Berth 208 & 209 In the Port of Richards Bay for a Period of Seven (07) Months.

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil (this is the default position depending on a risk assessment; therefore, this can go up to Total of the Prices)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	1 years after Completion of the whole of the works
Z	<i>Additional conditions of contract are:</i>	
Z2	Additional clause relating to Performance Bonds and/or Guarantees	
Z2.1	The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i>.	
Z3	Additional clauses relating to Joint Venture	
Z3.1	Insert the additional core clause 27.5	

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

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

- whereby this will be provided and/or guaranteed by the constituents from time to time;
- v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

Z3.2

Insert additional core clause 27.6

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

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

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

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	3
C2.2	The <i>bill of quantities</i>	

C2.1 Pricing instructions: Option B

1. The *conditions of contract*

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

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 and 2013 (ECC) 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.

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

1.2. Function of the Bill of Quantities

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

1.3. Guidance before pricing and measuring

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

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

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

2. Measurement and payment

2.1. Symbols

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

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
No.	number
Prov sum ¹	provisional sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)

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. General assumptions

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 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*

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*

Summary	Description	Unit	Quantity	Rate	Price
A					
	<u>BILL NO 1: PRELIMINARY AND GENERAL</u>				
	Fixed-Charged Items				
A.1	Contractual Requirements - company overheads, insurance, compliance with legislation, health and safety, etc.	Sum	1		
A.2	Site establishment	Sum	1		
A.3	Disassembling and removal of piping system as indicated in the scope of works to be handed to TNPA after removal	Sum	1		
Total					

Summary	Description	Unit	Quantity	Rate	Price
B. FOAM LINE PIPE					
B.1	Berth 209-A				
B.1.1	The <i>Contractor</i> shall supply, deliver and install 160mm galvanised steel flanged tee with fabricated females attached (75mm ports (2))	each	1		
B.1.2	The <i>Contractor</i> shall supply, deliver and install a stop-end flange (160mm)	each	1		
B.2	Berth 209				
B.2.1	The <i>Contractor</i> shall supply, deliver and install 90mm diameter flanged seawater galvanised steel pipe leading to the quay (including the pipe under the grid). The pipe shall be fitted with a 90mm straight double flanged offset	m	17		
B.3	Pipe on the quayside				
B.3.1	The <i>Contractor</i> shall supply, deliver and install a 75mm diameter flanged galvanised steel pipe. The pipe shall be fitted on the quay wall similar to how it is fitted currently. The pipe shall be fitted with:	m	60		
	• 75mm 90° flange to flange elbow	each	2		
	• 75 mm flanged tee attachment	each	1		
	• 90mm flanged tee attachment (90mm reduced to 75mm flange)	each	1		
	• 90mm elbow	each	1		

	• 90mm extension piece	each	1		
B.4	The <i>Contractor</i> shall supply, deliver and install (berth 209-B):				
	• 160mm to 75mm flanged tee (centre tee)	each	1		
	• 160mm 90° elbow flange	each	2		
	• 160mm flange tee	each	1		
	• Spool piece 160mm flange to flange	m	1		
	• 160mm flange to 75mm reducer female	m	1		
	• 75mm booster (male)	each	1		
	• 160mm flange to 100mm reducer	m	1		
B.5	The <i>Contractor</i> shall supply, deliver and fit (berth 209-A):				
	• 35° offsets flanged (2m)	each	2		
	• 75mm pipe flange	m	1		
	• 95° short radius flanged	each	2		
	• 75mm diameter flanged pipe	m	8		
	C. Installation of fittings and attachments				
C.1	Seawater line (Red pipe)- Beth 208				
	The <i>Contractor</i> shall supply, deliver and install:				
	• 450mm flanged attachment galvanised steel tee connection (270mm pipe diameter)	each	1		

	• 200NB Four headed fire hydrant	each	1		
	• Flanged long barrel Flange adapters (260 to 280mm size range)	each	3		
	• Flanged long barrel Flange adapters (218 to 238mm size range)	each	2		
C.2	Freshwater or Municipal line (Green pipe) – Berth 208				
	The <i>Contractor</i> shall supply, deliver and install:				
	• 295mm galvanised steel flanged tee attachment (160mm pipe diameter)	each	2		
	• 200NB two headed fire hydrants	each	2		
	• Flanged Long barrel VJ (150 to 170mm size range)	each	1		
C.3	Foam line (Blue pipe) – Berth 208				
	The <i>Contractor</i> shall supply, deliver and install:				
	• Long barrel straight Flange adapters (340 to 360mm size range)	each	2		
	• Flanged long barrel Flange adapters (340 to 360mm size range)	each	2		
	D. Valves				
D.1	The <i>Contractor</i> shall supply, deliver and install:				

	• DN250 150-pound rated butterfly valve double flanged gearbox on the foam water line (blue pipe) at berth 209- A&B	each	1		
	• DN150 150-pound rated butterfly valve double flanged gearbox on the freshwater line at berth 209-A	each	2		
	• DN200 150-pound rated butterfly valve double flanged gearbox on the foam water line at berth 209	each	1		
	• DN150 150-pound rated butterfly valve double flanged gearbox on the freshwater line at berth 208	each	2		
	• DN300 150-pound rated butterfly valve double flanged gearbox on the foam water line at berth 208	each	1		
	E. Foam pourers				
E.1	Bund pourers				
	The <i>Contractor</i> shall supply, deliver, and install:				
	• 50mm reducer flange	each	2		
	• 50mm 90° elbow flange	each	2		
	• 100mm tee flange	each	2		
	• 90° elbow flange to be extended with a 3m flange to flange tail pieces on either side	each	4		
	• 100mm extension spool piece	each	2		
	• 100mm to 50mm reducer flange	each	2		

	50mm MX1200 foam bund pourer (316 Stainless Steel Pourer Tube and Internals)	each	6		
	50mm flanged reducer	each	5		
	Reducer flange (75mm to 50mm)	each	4		
	75mm tee flange	each	4		
E.2	Quay pourers				
	The <i>Contractor</i> shall supply, deliver and install:				
	50mm foam quay pourers (316 Stainless Steel Pourer Tube and Internals)	each	3		
	F. Connections				
F.1	The <i>Contractor</i> shall ensure that all flange connections are accompanied by required galvanized steel bolts, nuts and washers as well as graphite spiral wound gaskets.	Sum			
	The <i>Contractor</i> shall make an allowance for insulated washers and insulated sleeves for the stainless-steel pourer tubes.	Sum			
	G. Pipe coating				
G.1	The <i>Contractor</i> shall ensure that all pipes, valves, Flange adapters and all other components that require coating are coated (internal and external) with Fusion bonded	Sum			

	epoxy system. The fusion bonded epoxy shall be applied to preheated surfaces attaining thickness of approximately 250 – 350 microns using electrostatic spraying equipment.				
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TOTAL FOR CONTRACT

Item No.	Description	Price
A	Preliminary	
B	Saltwater line pipe	
C	Fittings and attachments	
D	Valves	
E	Foam pourers	
F	Connections	
G	Pipe coating	
Total (Excl. VAT)		
VAT		
Grand Total		

Witnesses

 Contractor

 Signature

 TNPA

 Signature

PART C3: SCOPE OF WORK

Document reference	Title	No of page (s)
	This cover page	1
C3.1	<i>Employer's Works Information</i>	18
C3.2	<i>Contractor's Works</i>	7
	Total number of pages	26

C3.1 EMPLOYER’S WORKS INFORMATION

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SECTION 1

1. Description of the works

1.1 Executive overview

Transnet National Ports Authority (TNPA) deals with the import and export of different commodities. These commodities include liquid bulk cargo handled in the South Dunes Precinct. Berths 208 and 209 are utilized to load and offload these hazardous cargoes (i.e., chemicals, fuels, and gases). The nature of the materials being handled may pose risks to the operators utilizing the berths, marine and coastal environment. Therefore, it is crucial for the Port to have an effective firefighting system that will ensure safety in cases of fire.

The fire-fighting system in Berths 208 & 209 includes one foam water line pipe (blue), one sea water line (red), one freshwater or municipal water line pipe (green), valves, fire monitors, fire hydrants, pipe fittings and attachments, etc. Due to harsh marine environments, the firefighting system pipes, fittings and attachments require replacement since they have corroded.

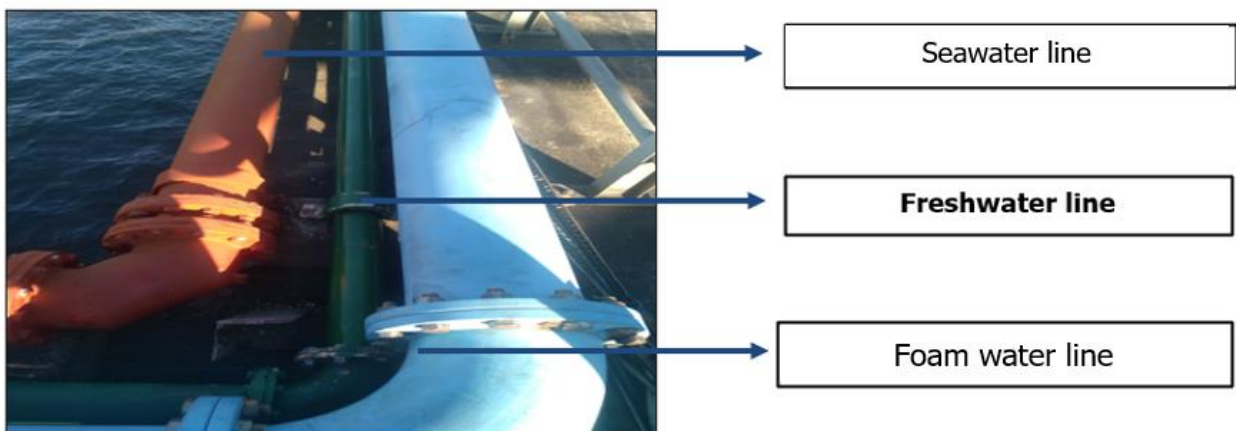


Figure 1: Firefighting system pipes

The Port of Richards Bay requires the services of a *Contractor* who shall supply, deliver, install and commission the identified pipe sections, valves, foam pourers, required fittings and attachments as per the scope of works in section 3 of the Works Information.

1.2 Project location

The project is located at the Port of Richards Bays Berth 208 & 209 in the South Dunes precinct.



Figure 2: Berth 208 & 209 at the South Dunes precinct

1.3 Employer's objectives

The *Employer's* objective is to remove and replace the identified corroded mild steel pipe sections, gate valves, fittings, attachments and foam pourers at berth 208 & 209 in the Port of Richards Bay. This will ensure that the firefighting system in the berths is working efficiently in cases of emergencies. Finally, the Employer's objective is to achieve completion of the Services by meeting the Completion Date whilst still maintaining the highest environmental, quality and safety standards.

1.4 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 The *Employer's* design for the works is the firefighting system at Berth 208 & 209. The pipes, valves, fittings and attachments, and foam pourers shall be installed as per the Works Information in Section 3.

2.1.2 The *Contractor* will be provided with as built drawings of the firefighting system.

2.2 Equipment required to be included in the works

2.2.1 The existing corroded pipes shall be removed using a crane or similar equipment after they have been unscrewed from the bolts using required tools.

2.2.2 All construction machinery entering the operational site shall be roadworthy, maintained in good order and be equipped with the necessary licenses and safety requirements. All delivery vehicles shall have operational reversing alarms. Operators of the construction machinery must be trained, competent and authorized to use/drive/operate the machine.

2.2.3 Drivers of all construction vehicles must be in possession of a valid driver's license/certificate and be medically fit.

All equipment used during works shall be provided by the *Contractor* at no cost to TNPA.

2.2.4 As Built/Final Documentation

No as built drawings are required for the purposes of this project from the Contractor.

2.3 Temporary works, Site services & construction constraints

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

- 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.

- 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 at all times wear their security identity document (ID) so as to be easily identifiable as being employed by the particular company concerned.
- 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.

2.3.2 The *Contractor* complies with the following:

- 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* observe the security rules of the *Employer* at all times and must not permit any person who is not directly associated with the work from entering the premises.
- The *Contractor* and his *Employees* must not enter any area of the premises that is not directly associated with their work.
- The *Contractor* shall ensure the safe passage of *Contractor's* traffic to and around the Site and Working Areas at all times that includes providing flagmen, protective barriers, signage, etc. for protection, direction and control of traffic.

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

2.3.3.1 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 so as to cause the least possible disruption to the *Employer's* operations.

- The *Contractor* ensures the safe passage of *Contractor's* traffic to and around the Site and Working Areas at all times that includes providing flagmen, protective barriers, signage 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 does 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 remains 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, high visibility apparel. A floating apparel must be provided when work is conducted within two meters (behind the yellow line) of the quay wall.

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

2.3.4.1 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 allow safe use of the road areas at all times. No additional payment must be made and it must be deemed to be included in the rates of the relevant items.

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

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

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

2.3.5.1 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.

2.3.5.2 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.

2.3.6 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*.

2.3.7 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.

2.3.8 Health and safety facilities on Site

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

2.3.8.2 In the event of fire on 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 to the *Contractor's* evacuation procedure. Any major fires must be immediately reported to the TNPA Fire Department for intervention.

2.3.8.3 The *Contractor* must note that smoking must not be allowed on the site within 30m of Building(s), or areas where smoking is prohibited by way of applicable safety signage, it must only be allowed in designated and clearly marked smoking areas. No open fires must be lit anywhere on site.

2.3.8.4 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 to OHS Act Standards and relevant regulations. The use of electrically powered equipment must be subject to the prior approval of TNPA.

2.3.8.5 All Occupational Health and Safety Act and applicable Regulations pertaining to the work being carried out must be adhered to. The *Contractor's Employees* must at all times 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.

2.3.8.6 The *Contractor* must enter into 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.

2.3.8.7 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 meters of the quay wall, floating apparel.

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

- 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 in order to minimise disruptions to all parties.
- Alternative site routes for emergency vehicles must be discussed with the Project Manager during the compulsory meeting.
- The *Contractor* provides a name-board. The sites will be identified and instructed by the Project Manager.
- 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 prior to the erection of the name-board.

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

- The *Contractor* must take particular note of the environmental requirements contained in Transnet's Environmental Governance Framework and the Port of Richards Bay's Environmental Maintenance Plan.
- 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.
- Temporary erosion control measures may need to be implemented on site, to mitigate against potential shoreline erosion while the pontoons are taken out for repairs.

- 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 waste material must only be stored 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.
- 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
- The *Contractor* has no title to all materials arising from 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.

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

2.3.11.1 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.

2.3.11.2 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.

2.3.12 Publicity and progress photographs

2.3.12.1 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*.

2.3.12.2 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.

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

2.3.14 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.

2.3.15 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*.

2.3.16 *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 deemed to have been included in the *Contractor's* tender rates.

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

2.3.18 The *Contractor* complies with the following All Equipment arriving on Site shall be inspected by a Competent Person from the *Contractor* prior to arrival on Site who shall certify that the Equipment is in a satisfactory condition. In particular, 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.

2.3.19 Equipment provided by the *Employer*

No Equipment shall be provided by the *Employer*.

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

No Equipment shall be provided by the *Employer*.

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

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

2.3.22 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.

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

The *Contractor* inspects and surveys the work sites in order to establish the existing conditions and state of repair prior to construction with the *Project Manager*. *Contractor* must take photos of before and after construction and keep records for submission to *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.

2.3.24 The *Contractor* complies with the following but not limited to:

- Occupational Health and Safety (OHS) Act. and all relevant regulations
- Marine Occupational Safety Regulation, 1994
- National Environmental Management Act, Act No. 107 of 1998
- Transnet Standard Operating Procedure for Construction Environmental Management
- Transnet *Contractor* Environmental and Sustainability Specification Guidelines
- Protected Natural Environments
- Conservation of Agricultural Resources Act, 1983 (Act 43 of 1983)
- Port Engineering Handbook

2.3.25 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 prior to the proposed covering up.

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

During the currency of this contract, the Port operations will still be taking place. Therefore, the *Contractor* shall conduct his operations and re-arrange his program of work if instructed by the *Project Manager* so as to not impede or restrict the Port Operations.

2.4 Completion, testing, commissioning and correction of Defects

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

Item of work	To be completed by
Disassembling and removal of piping components	7 months after contract award
Manufacturing and coating of firefighting components	7 months after contract award
Installation of all required galvanised steel pipes, gate valves, fittings, connections and attachments	7 months after contract award
Site housekeeping	7 months after contract award

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

- Repair any latent defects that may arise during the defects period

2.4.3 Commissioning

- The *Contractor* shall provide a 12-month warranty and defects liability period for all works done in the Port.
- The *Contractor* maintains the works until the end of the defects period,
- The *Contractor* shall rectify any defects that may arise during the maintenance period within 3 days of him being notified by the Project Manager in writing of such defects.

3. List of Drawings

3.1 Drawings issued by *Employer*

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

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

<u>Drawing number</u>	<u>Title</u>
ME-005-FP	Berth 208 municipal water pipe detail layout
ME-006-FP	Berth 208 sea water pipe detail layout
ME-007-FP	Berth 208 foam water pipe detail layout
ME-008-FP	Berth 209 municipal water pipe detail layout
ME-009-FP	Berth 209 sea water pipe detail layout
ME-010-FP	Berth 209 foam water pipe detail layout

SECTION 2

4. Management and start up

4.1 Project meetings

Project meeting shall be convened and chaired by the *Employer's* Agent or his delegated representative as follows:

Title & purpose	Occurrence	Location	Attendance
Project kick-off meeting	Within 1 week of commencement	Employer's office	- Employer's agent (appropriate delegates) - Consultant (appropriate key personnel)
Site Inspection	- Within 1 week of commencement - Thereafter, as and when required	On site	- Employer's agent (appropriate delegates) - Consultant (appropriate key personnel)
Risk management	Monthly	Microsoft Teams	- Employer's agent (appropriate delegates) - Consultant (appropriate key personnel)
Overall contract progress and feedback	Bi-weekly	Microsoft Teams	- Employer's agent (appropriate delegates) - Consultant (appropriate key personnel)

4.2 Safety risk management

- 4.2.1 The *Contractor* and his *Employees* shall have valid safety training and medical certificates from a registered Occupational Health Medical Practitioner when accessing or working on site. Copies of which shall be submitted to the Project Manager at the commencement of the contract.
- 4.2.2 The *Contractor* shall comply with the Compensation for Occupational Injuries and Diseases Act 1993 (Act 130 of 1993), and any amendment thereof.
- 4.2.3 The *Contractor* undertakes to carry out its obligations in accordance with the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), Construction Regulations 2014 and comply with the Act as well as SAMSA Act and Regulations and any other legislative requirements.
- 4.2.4 The *Contractor* also undertakes to comply with the Safety Rules of Transnet National Ports Authority (TNPA), as adopted from time to time, a copy of which can be obtained from the Project Manager, as well as the Local Authority Bylaws and all relevant Regulations.
- 4.2.5 The *Contractor's* attention is directed to the TNPA SHE Specification for Construction, and in particular to his Health & Safety Management Plan, which must be submitted with his tender, as well as the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and Regulations issued in terms thereof or unrepealed regulations issued in terms of the former Act no. 6 of 1983, in their entirety. The *Contractor* makes available and ensures compliance to the TNPA SHE Specification for Construction by its employees and *Subcontractors* in the language of this contract.
- 4.2.6 A SHE File with all related documents should be submitted and approved by TNPA SHE Department before commencing any work. The contents of the SHE file will be provided to the successful bidder through TNPA Project Manager.

The following personal protective equipment shall be worn at the Works when applicable:

- Full overalls,
- Safety shoes with non-slip soles,
- Hard hats with chin straps,
- Life jackets,

- Gloves,
- Acceptable Hearing Protection,
- Provision of Safety Glasses/Goggles,
- Full Safety harnesses attached to the structure when working at heights,
- All persons shall wear either yellow or orange reflective vests. This is a prerequisite of Transnet.

4.2.7 The *Contractor* employs his own health and safety coordinator to ensure compliance with both TNPA SHE Specification for Construction and the Occupational Health & Safety Act and its latest regulations.

4.2.8 During delivery of goods at Transnet premises the applicable Transnet National Ports Authority Health and Safety specification will be enforced. The *Contractor* must comply and is responsible for ensuring that all of its Sub-*Contractors* comply with the relevant legislation(s) and statutory regulations for health and safety and other document pertaining to health & safety include standards, policies, procedures, guidelines and safe work instructions. Transnet safety rules all applicable legislation, regulations issued in terms thereof, and the Transnet safety rules, shall be entirely at the *Contractor's* cost, and shall be deemed to be allowed for in the tendered prices.

4.2.9 Without derogating from the Act or any un-repealed regulations issued in terms of legislation, or without purporting to limit the *Contractor's* responsibilities, the following are brought to the *Contractor's* attention:

- The *Contractor* shall appoint a Health and Safety coordinator to liaise with the Project Manager or Supervisor on matters pertaining to occupational health and safety.
- The *Contractor* shall advise the Project Manager of any hazardous, or potentially hazardous situation, which may arise from work being performed either by the *Contractor* or Sub-*Contractor*.
- A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Diseases Act 1993 (Act 130 of 1993) must also be furnished.
- All clauses in this contract pertaining to health and safety forms an integral part of this contract, and any non-compliance therewith may be construed as breach of contract entitling the Employer to the appropriate remedies.

- The *Contractor* and his staff shall attend a compulsory induction course to be arranged by the Employer on or before the date when the site is made available to the *Contractor*.

4.2.10 The *Contractor's* appointed Site Representative and the Project Manager shall finalise a site-specific HIRA (Hazard Identification and Risk Assessment) document, on the day of site handover to the *Contractor*. This site-specific HIRA document, based on a continuous HIRA, must cover site-specific hazards and the safe management of these hazards. The HIRA document must be signed by the above-mentioned representatives as well as the Supervisor, and be approved by the *Project Manager*, before any construction work can commence.

4.2.11 The OHS Act 85 of 1993 clearly states in the Safety Regulations Clause No. 2A:

"INTOXICATION" An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace". The Employer enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters his premises.

4.2.12 The *Contractor* shall ensure that a suitably qualified safety representative is appointed, and regular safety meetings are held. Written minutes of these safety meetings shall be forwarded to the Project Manager. All costs related to the safety aspects required under this contract will be carried by the *Contractor* and therefore be covered under the rates tendered.

4.2.13 During the construction period of the works, a monthly report will be submitted of all incidents and accidents.

4.2.14 A Hot Work Permit will be required obtainable from TNPA Fire Department for any hot works to be performed in the work area.

4.3 Environmental Constraints and Management

The *Contractor* shall comply with the following minimum environmental requirements during the replacement of pipes and valves at berth 208 & 209 in the Port of Richards Bay.

4.3.1 The *Contractor* shall at all times, comply with all relevant statutes relating to various aspects of Environmental Management as well as associated regulations that will include but not limited to the NEMA (National Environmental Management Act, Act 107 of 1998), Specific Environmental Management Acts such as the National Environmental

Management Waste Act 59 of 2008, National Environmental Management Biodiversity Act 10 of 2004, Protected Areas Act 57 of 2003 as well as the Integrated Coastal Management Act 24 of 2008 and Sectoral Specific legislation such as the National Water Act, Act 36 of 1998 and the National Heritage Resources Act, Act 25 of 1999.

4.3.2 The *Contractor* performs the works and all construction activities within the site and working areas having due regard to the environment and to environmental management practices.

4.4 Penalties

TNPA Port of Richards Bay may impose penalties for:

- Failure to complete the works by the completion date
- Non-compliance to SHE requirements resulting in incidents.

Penalties will be charged at R2000 per calendar day work remain incomplete after the agreed completion date. SHE related incidents penalties will be assessed based on the magnitude of the damage caused by the *Contractor*.

4.5 *Contractor's* management, supervision and key people

4.5.1 The Contractor shall report all injuries that occurred during construction for the duration of the contract.

4.5.2 The Contractor shall ensure:

- Reporting of any incident to the Project Manager;
- Attendance at all SHE meetings, toolbox talks and induction programmes;
- Litter control and clearing of litter from the Site and Working Areas; and
- Where traffic controlling signs are required, they supply and place the sign accordingly.

4.6 The *Contractor's* Invoices

4.6.1 When the *Project Manager* certifies payment following an assessment date, the *Contractor* complies with the Employer's procedure for invoice submission.

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

4.6.3 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:

4.6.4 The invoice is presented either by email or by hand delivery.

4.6.5 Invoices submitted by hand delivery are addressed to:

The formal Physical Address for the Contract will be:

Pioneer Centre

San Thom Road

Port of Richards Bay

RICHARDS BAY

This address will only be used in instances where documentation is couriered or hand delivery at the Site address is not possible.

SECTION 3

5. *Contractor's* Works Information

5.1 Technical scope of work

Site establishment

- The *Contractor* shall formally communicate with the Project Manager before commencing any work on any site, the *Contractor* shall ensure that all the valves are closed before commencing with the works.
- The *Contractor* is to be aware of Berth occupancy challenges and should plan the removal and installation programme accordingly. The Project Manager will share ship-line up with the *Contractor*.
- The *Contractor* to confirm **ALL** sizes on site before commencing with the works.

Disassembling and removal of piping system

- The *Contractor* shall disassemble and remove the corroded or identified mild steel piping system from berth 208 and 209. This includes the identified mild steel pipes, gate valves, Viking Johnson's (flange adapters'), flanged tee connections and foam pourers.
- The *Contractor* shall dispose of the disassembled materials or components as instructed by TNPA.
- The *Contractor* shall ensure that all the required equipment for disassembling, removing and installation of the identified components is provided and quoted for by them. TNPA will not provide any equipment to conduct the works.
- *Contractor* to note that a hot works permit will be required for any hot works to be performed in the work area (see section 4.2.14 in this document).
- *Contractor* to make an allowance for TNPA to conduct site visits once manufacturing of components has been completed. *Contractor* shall not coat the material if TNPA has not approved the quality.

Installation of required materials

FOAM WATER LINE (BLUE PIPES)

1. Berth 209-A

- The *Contractor* shall supply, deliver and install 160mm galvanised steel flanged tee with fabricated females attached (75mm ports (2))
- The *Contractor* shall supply, deliver and install a stop-end flange (160mm)

2. Berth 209

- The *Contractor* shall supply, deliver and install a 17m length, 90mm diameter flanged seawater galvanised steel pipe leading to the quay (including the pipe under the grid).

The pipe fittings include:

- 1x 90 mm straight offset double flanged
- Pipe on the quayside:
 - The *Contractor* shall supply, deliver and install a 75mm, 60m length flanged galvanised steel pipe. The galvanised steel pipe shall be fitted on the quay wall similar to how it is fitted currently. The galvanised steel pipe shall be fitted with:
 - 2x 75mm 90° flange to flange elbow
 - 1x75 mm flanged tee attachment
 - 1x90mm flanged tee attachment (90mm reduced to 75mm flange)
 - 1x90mm elbow
 - 1x90mm extension piece
- The *Contractor* shall supply, deliver and install (berth 209-B):
 - 160mm to 75mm flanged tee (centre tee)
 - 2x 160mm 90° elbow flange
 - 160mm flange tee
 - 1m spool piece 160mm flange to flange
 - 1m x 160mm flange to 75mm reducer female
 - 1x 75mm booster (male)
 - 1m x 160mm flange to 100mm reducer
- The *Contractor* shall supply, deliver and fit (berth 209-A):
 - 2x 35° offsets flanged (2m)
 - 1m x 75mm pipe flange
 - 2x 95° short radius flanged

- 8m x75mm diameter flanged pipe

Installation of fittings and attachments

Sea water line (Red pipe)- Beth 208

- The *Contractor* shall supply, deliver and install:
 - 450mm flanged attachment tee connection (270mm pipe diameter)
 - 200NB Four headed fire hydrant
 - 3x Flanged long barrel flange adapter (260 to 280mm size range)
 - 2x Flanged long barrel FLANGE ADAPTERs (218 to 238mm size range)

Freshwater or Municipal line (Green pipe) – Berth 208

- The *Contractor* shall supply, deliver and install:
 - 2x 295mm flanged tee attachment (160mm pipe diameter)
 - 2x 200NB two headed fire hydrants.
 - 1x Flanged Long barrel flange adapter (150 to 170mm size range)

Foam water line (Blue pipe) – Berth 208

- The *Contractor* shall supply, deliver and install:
 - 2x Flanged long barrel flange adapters (340 to 360mm size range)

Valves

- The *Contractor* shall supply, deliver and install:
 - 1x DN250 ANSI Class 150 butterfly valve double flanged gearbox on the foam water line (blue pipe) at berth 209-A
 - 2x DN150 ANSI Class 150 butterfly valves double flanged gearbox on the freshwater line at berth 209-A&B
 - 1x DN200 ANSI Class 150 butterfly valves double flanged gearbox on the foam water line at berth 209-A
 - 2x DN150 ANSI Class 150 butterfly valves double flanged gearbox on the freshwater line at berth 208

- 1x DN300 ANSI Class 150 butterfly valves double flanged gearbox on the foam water line at berth 208

Foam pourers

❖ Bund pourers

- The *Contractor* shall supply, deliver, and install:

- 2x 50mm reducer flange
- 2x 50mm 90° elbow flange
- 2x 100mm tee flange
- 4x 90° elbow flange to be extended with a 3m flange to flange tail pieces on either side
- 2x 100mm extension spool piece
- 2x 100mm to 50mm reducer flange
- 6x 50mm MX1200 foam bund pourer (316 Stainless Steel Pourer Tube and Internals)
- 5x 50mm flanged reducer
- 4x reducer flange (75mm to 50mm)
- 4x 75mm tee flange

❖ Quality control for piping system

- Piping shall conform to API 5L X42 PSL1
 - Standard: API 5L (American Petroleum Institute Specification 5L)
 - Grade: X42 (also known as L290, indicating minimum yield strength of 290 MPa)
 - Product Specification Level: PSL1 (less stringent than PSL2)
 - Application: Oil, gas, and water transmission pipelines (onshore and offshore)
- Piping should be hot dip galvanized to ISO 1461 / SANS 121.
- All pipework shall be hydraulically tested and certified to NFPA 13 / ISO 5208 requirements. Contractor shall submit mill and coating certificates and provide photographic evidence of coating condition prior to installation.
- Before commissioning, the Contractor shall flush system to remove debris, verify valve operation and seat tightness. For fire systems, the Contractor shall follow NFPA flushing volumes and velocity guidance.

❖ Quay pourers

- The *Contractor* shall supply, deliver and install:
 - 3x 50mm MX1200 foam quay pourers (316 Stainless Steel Pourer Tube and Internals)

Connections

- The *Contractor* shall ensure that all flange connections are accompanied by required galvanised steel bolts, nuts, washers and graphite spiral wound gaskets.
- An allowance should be made for insulated washers and insulated sleeves for the stainless-steel pourer tubes.

Pipe coating

- The *Contractor* shall ensure that all pipes, valves, flange adapters and all other components that require coating are coated (internal and external) with Fusion Bonded Epoxy (FBE) system. The FBE shall be applied to preheated surfaces attaining thickness of approximately 250 – 350 microns using electrostatic spraying equipment.
- The *Contractor* shall ensure that preliminary thickness measurements are taken during the application process.
- FBE external coating shall meet ISO 21809-2 / ISO 21809-3 requirements (or equivalent industrial FBE standard). Coating thickness, adhesion, and curing records must be supplied.

Quality assurance requirements

- Mill certificates for pipe, fittings and valve materials (chemical & mechanical).
- Galvanizing certificate and coating thickness report (ISO 1461).
- FBE manufacturer's datasheet, application records, batch/oven cure logs, adhesion and holiday test records (ISO 21809-2).
- Welding procedure specification (WPS).
- Valve factory test certificates (ISO 5208 / API 598) including seat and shell tests.

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 at the South Dunes precinct at the liquid bulk terminal. The site is within the Port of Richards Bay Boundary represented by the purple line in figure 1 below.



Figure 1: Port of Richards Bay - Port Boundary

1.1.2 Entry to the Port of Richards Bay is via existing public and maintenance road networks through the Main/RBCT, Bayvue and East security entrances. The external road network,

which services the PoRB directly, includes John Ross Highway (R34), National Route 2, West Central Arterial, Harbour Arterial, Medway Road and Bayview Boulevard.

- 1.1.3 The Port of Richards Bay is located approximately 160 km north-east of Durban and 465 km south of Maputo, on the eastern seaboard of South Africa (SA). The Port is situated on the north-eastern coast of KwaZulu Natal (KZN) and falls within the City of uMhlathuze (CoM) Local Municipality and King Cetshwayo District Municipality.
- 1.1.4 The Port is situated in the summer rainfall area of KZN. The average rainfall is in the order of 800 to 1000mm/year. The site falls into wet subtropical climatic region in terms of the Weinert N-classification. The water table in the Port of Richards Bay can be encountered at least 1.5m below ground level.
- 1.1.5 Access must be subject to the Transnet National Ports Authority (TNPA) security requirements and regulations, which states that "access should be obtained for all the Consultant's personnel at Permit Office located at Sizakala Truck Staging Facility".
- 1.1.6 There is a permit card access system to enter the Port Area. The Port Staff must arrange the required access permits and issue them to the *Consultant* free of charge. Should any person lose his/her access permit these must be replaced at a cost of R 360-00 per person, cost to be incurred by the *Consultant*. This must also apply if permits are not returned at the end of the project completion.
- 1.1.7 The speed limit in most internal roads within the Port of Richards Bay is 40km/h unless otherwise indicated, compliance with these regulations are enforced and must be complied with, access cards/permit will be revoked if found to be non-compliant.
- 1.1.8 The speed limit at quayside areas within the Port of Richards Bay is 20km/h unless otherwise indicated, compliance with these regulations are enforced and must be complied with, access cards/permit will be revoked if found to be non-compliant.
- 1.1.9 Normal working hours at the Port of Richards Bay are from 08:00 to 16:30, Monday to Friday, Inclusive. TNPA has a strict Health and Safety policy in place. No person(s) may enter the site and undertake work on the site until undergoing the mandatory induction. The induction

must be arranged by the Port personnel at no cost to the *Consultant*. Prior arrangement must be made with the *Employer*.

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

- 1.2.1 The details of the existing buildings, structures, plant and machinery on Site will be made available from the *Employer* to the *Consultant* as and when required.
- 1.2.2 The works will be conducted at berth 208 & 209. The Contractor is wear life jackets when working beyond the yellow line.



1.3. Hidden services

- 1.3.1 No existing services will be affected by the construction for this project.

1.4. Material disposal

The material is to be disposed of at the Pioneer Centre scrap yard (LAT: 28°47'13.74"S, LONG: 32° 1'42.58"E) or as directed by TNPA.