Transnet Engineering

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE CONSTRUCTION OF THE FLOOD MITIGATION STRUCTURE INCLUDING ALL ASSOCIATED INFRASTRUCTURE ALONG MHLATHUZANA CANAL FOR THE DURBAN MAIN CENTRE, ON A ONCE OFF BASIS FOR A PERIOD NOT EXCEEDING TEN (10) MONTHS.

RFP NUMBER	**: TE/2026/06/2121/6700 RFP**
ISSUE DATE	**: 25 November 2026**
COMPULSORY BRIEFING	**: Y E S**
CLOSING DATE	**: 22 J a n u a r y 2 0 2 7**
CLOSING TIME	**: 16H00 PM**
TENDER VALIDITY PERIOD	**: 12 WEEKS FROM CLOSING DATE**

COMPULSORY RFP BRIEFING AND SITE VISIT

DATE	**: 09 December 2026 @ 10H00 AM**
VENUE (WEAR PPE AS PER BELOW)	**: TRANSNET ENGINEERING Durban Main Centre**
	311 SOLOMON MAHLANGU
	DRIVE, ROSSBURGH

PROTECTIVE PERSONNEL EQUIPMENT REQUIREMENTS: BIDDERS ARE REQUIRED TO WEAR SAFETY SHOE WITH STEEL TOE CAP AND A REFLECTOR VEST IN ORDER TO GAIN ACCESS TO RFP BRIEFING AND SITE VISIT; FAILURE TO COMPLY WITH PROTECTIVE PERSONNEL EQUIPMENT REQUIREMENTS WILL DISQUALIFY THE BIDDER FROM ATTENDING THE COMPULSORY RFP BRIEFING AND SITE VISIT!!!

Contents

Number **Heading**

The Tender

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

Part T2: Returnable Documents

T2.1 List of Returnable Document

T2.2 Returnable Schedules

The Contract

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data (Parts 1 & 2)

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

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 CONSTRUCTION OF THE FLOOD MITIGATION STRUCTURE INCLUDING ALL ASSOCIATED INFRASTRUCTURE ALONG MHLATHUZANA CANAL FOR THE DURBAN MAIN CENTRE, ON A ONCE OFF BASIS FOR A PERIOD NOT EXCEEDING TEN (10) MONTHS.**
TENDER DOWNLOADING	**This Tender may be downloaded directly from Transnet website at (https://esupplierportal.transnet.net/portal/) use Google Chrome to access Transnet link) FREE OF CHARGE.**

COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at Transnet Engineering, 311 Solomon Mahlangu Drive, Rossburgh **on the 09 December 2026,** at **10H00[10 O'clock]** for a period of ± 3 (three) 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. **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 breathalyzer 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' licenses 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** site meeting and/or tender briefing.

	Tenderers are required to bring this Returnable Schedule T2.2-01: Certificate of Attendance to the Compulsory Tender Clarification Meeting to be signed by the *Employer's* Representative. **Tenderers failing to attend the compulsory tender briefing will be disqualified.**
CLOSING DATE	**16H00 on 22 January 2026** Tenderers must ensure that tenders are uploaded timeously onto the system. **If a tender is late, it will not be accepted for consideration**.

2. TENDER SUBMISSION

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

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

delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.

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

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

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

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

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

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

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

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

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

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

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

4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.

4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-…], [**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 to enable it to verify information on the CSD: Supplier Number…… and Unique registration reference number:

Transnet urges its clients, suppliers and the general public

to report any fraud or corruption to

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

T1.2 TENDER DATA

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

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

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

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

Clause		Data
C.1.1	The *Employer* is	**Transnet SOC Ltd (Reg No. 1990/000900/30)**
C.1.2	The tender documents issued by the *Employer* comprise:	
	Part T: The Tender	
	Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
	Part T2: Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
	Part C: The contract	
	Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
	Part C2: Pricing data	C2.1 Pricing instructions C2.2 Bill of Quantities

	Part C3: Scope of work Part C4: Site information	C3.1 Works Information
C.1.4	Th Employer's agent is: Sagie Naiker Address: Transnet Engineering Supply Chain Management, Koedoespoort, Pretoria Tel No. 011-012 2709 E – mail: Sagie.Naiker@transnet.net	
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders: **1. Stage One** **1.1 : 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 **2. Stage Two** **2.1: 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 **7CE or higher** class of construction work, are eligible to have their tenders evaluated. b) Joint Venture (JV) Joint ventures are eligible to submit tenders subject to the following: 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and 3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation	

determined in accordance with the sum tendered for and or higher class of construction work or a value determined.

4. in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
5. The tenderer shall provide a certified copy of its signed joint venture agreement.

2.2 Eligibility in terms of Mandatory Certification and Accreditation

No.	Mandatory requirement	Documents to be submitted
M2	Civil Engineer / Engineering Technologist professionally registered with ECSA and assigned responsibility for design verification, technical acceptance and professional sign-off.	Valid ECSA professional registration certificate with the name of the person that will be evaluated for experience under section 3.1 of the technical evaluation criteria. **Required Qualification:** BSc Eng (Civil), BEng (Civil), BTech Engineering (Civil), or Advanced Diploma in Civil Engineering. Must be professionally registered with ECSA
M3	Structural Engineer / Engineering Technologist professionally registered with ECSA and assigned responsibility for design verification, technical acceptance and professional sign-off.	Valid ECSA professional registration certificate with the name of the person that will be evaluated for experience under section 3.2 of the technical evaluation criteria. **Required Qualification:** BSc Eng (Civil/Structural), BEng (Civil/Structural), BTech Engineering (Structural), or Advanced Diploma in Civil Engineering. Must be professionally registered with ECSA.
M4	Geotechnical Engineer / Engineering Technologist professionally registered with ECSA and assigned responsibility for design verification, technical acceptance and professional sign-off.	Active registration with SACNASP (Pr. Sci. Nat.) or Valid ECSA professional registration certificate with the name of the person that will be evaluated for experience under section 3.3 of the technical evaluation criteria. **Required Qualification:** BSc Eng (Civil/Geotechnical), BEng (Civil/Geotechnical), BSc Geology, Engineering Geology, or equivalent qualification in geotechnical sciences. Must be professionally registered with ECSA or SACNASP
M5	Environmental Officer	Active registration with EAPASA or SACNASP (Pr.Sci Nat) with the name of the person that will be evaluated for experience under section 3.4 of the technical evaluation criteria. **NB:** EAPASA/SACNASP registration is attainable only by individuals with a minimum of three years' relevant experience in the applicable Natural Science field.

		Required Qualification: A Diploma in Environmental Management, Environmental Science, or a related Natural Science discipline. Must be registered with EAPASA or SACNASP
M6	A named Installation Electrician must be competent and legally authorized for the electrical installation and certification duties.	Trade test certificate together with valid wireman's license/registration; with the name of the person that will be evaluated for experience under section 3.5 of the technical evaluation criteria. **Required Qualification**: NQF Level 4 Electrical Trade Test Certificate (Electrician) and Installation Electrician registration.
M7	Construction Health and Safety Manager registered as candidate or professional with the South African Council for the Project and Construction Management Professions (SACPCMP), who will be responsible for ensuring compliance with all applicable occupational health and safety regulations and standards.	Active Registration Number of the SACPCMP certificate will be accepted with the name of the person that will be evaluated for experience under section 3.6 of the technical evaluation criteria. **Required Qualification:** National Diploma, Advanced Diploma, Degree or equivalent qualification in Occupational Health and Safety, Safety Management, Environmental Health, Construction Management, or related field. Must be registered with SACPCMP as a Candidate or Professional Construction Health and Safety Manager/Officer

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 **80 points**.

The evaluation criteria for measuring functionality and the points for each criterion and, if any, each sub-criterion is 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 intend forming a joint venture appearing on the attendance register. Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-01 Certificate of attendance** signed off by the Employer's authorised representative.
C.2.12	No alternative tender offers will be considered.

C.2.13.3	Each tender offer shall be in the **English Language.**
C.2.13.5 C2.15.1	The *Employer*'s details and identification details that are to be shown on each tender offer are as follows: Identification details: The tender documents must be uploaded with: ▪ Name of Tenderer: ▪ Contact person and details: ▪ The Tender Number: ▪ The Tender Description Documents must be marked for the attention of: ***Employer*'s Agent: Sagie Naiker**
C.2.13.9	Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.
C.2.15	The closing time for submission of tender offers is: Time: **16:00pm** on the **22 January 2027** Location: The Transnet e-Tender Submission Portal: (**(https://esupplierportal.transnet.net/portal/)**); **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 line with the code of good practice, together with the tender; 3. A valid CIDB 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: **80**

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).

No.	Criteria	Weight	Scoring Methodology	Sub scoring	Evidence to be Submitted / Evaluation Requirements
1	Execution Methodology and Work Control	**10**	No methodology submitted, or submission is generic and does not address the flood-mitigation scope. = 0 Points	0	Submit a project-specific method statement describing execution of the complete Scope and Activity Schedule. Address the following **15 items**: **1**.Design verification and setting out; **2**.services proving; **3**.site establishment; **4**.existing-fence removal; **5**.earthworks, groundwater and temporary support; **6**.piling and pile testing; **7**.reinforced concrete; **8**.1 500 mm anti-climb fence with no gates; **9**.three-phase area lighting; underground feeder from the source approximately 30 m from the wall;**10**. underground distribution along the approximately 900 m wall; **11**.phase balancing across L1, L2 and L3; **12**.quality controls, ITP, environmental and canal protection;**13**. testing, commissioning, COC, as-builts,**14**. handover and **15**.defect close-out.
			Method statement addresses from 1 to 8 of the required scope activities and provides limited detail on execution methodology and controls. = 5 Points	5	
			Method statement addresses 9 to 14 of the required scope activities, including the proposed execution methodology, sequencing and controls. = 7 Points	7	
			Method statement comprehensively addresses all (15) required scope activities, including execution methodology, sequencing, interfaces, quality controls, ITPs, environmental and canal protection measures, testing, commissioning, COC, as-builts, handover and defect close-out. = 10 Points	10	
2	Project Programme, Resource Loading and Delivery Credibility	**10**	No programme submitted, or programme is not project-specific and does not demonstrate logical sequencing, resource allocation and delivery planning. = 0 Points	0	Submit a detailed project programme/Gantt chart showing the 15 Items below 1.mobilisation, 2.design verification, 3.approvals, 4. procurement, 5.site establishment, 6.fence removal, 7.services proving, 8.earthworks, 9.piling, 10.concrete, 11.fence, 12.underground three-phase electrical installation, 13.testing, commissioning, as-builts, snag closure and 14.handover. 15.Show
			Programme adequately addresses 1 to 5 of the required scope activities and provides limited evidence of resource loading and delivery planning. = 3 Points	3	
			Programme adequately addresses 6 to 10 of the required scope activities and demonstrates	5	

No.	Criteria	Weight	Scoring Methodology	Sub scoring	Evidence to be Submitted / Evaluation Requirements
			sequencing, milestones and indicative resource allocation. = 5 Points		durations, dependencies, critical path, milestones, resource loading, production assumptions, access constraints and contingencies.
			Programme adequately addresses 11 to 14 of the required scope activities and demonstrates logical sequencing, key milestones, critical activities and resource allocation for major work packages. = 7 Points	7	
			Programme comprehensively addresses all 15 required scope activities, demonstrates activity durations, critical path, milestones, resource loading, procurement lead times, testing, commissioning and handover requirements, and clearly demonstrates the bidder's ability to complete the works within the specified contract period.= 10 Points	10	
3 3.1	Key Personnel Capacity and Relevant Experience Above Mandatory Minimum Civil Engineer	**20**	Only mandatory certificates are submitted with no evidence allowing assessment of capacity or relevant experience. = 0 Points	0	In addition to Stage 1 evidence, submit CVs and confirmatory affidavits using Annexures A and B, a project organogram, responsibility matrix and resource
			Limited additional capacity or experience demonstrated. = 7 Points	7	
			Adequate team with good relevant experience and credible allocation. = 14 Points	14	
			Strong, well-balanced team with substantial relevant experience, sufficient capacity and clear allocation to the programme. = 20 Points	20	
3.2	Structural Engineer	**20**	Only mandatory certificates are submitted with no evidence allowing assessment of capacity or relevant experience. = 0 Points	0	

No.	Criteria	Weight	Scoring Methodology	Sub scoring	Evidence to be Submitted / Evaluation Requirements
			Limited additional capacity or experience demonstrated. = 7 Points	7	schedule. Evidence must demonstrate relevant experience in flood mitigation, retaining or reinforced-concrete walls, piling, earthworks, temporary works, surveys, quality control, environmental management, and three-phase underground electrical and lighting installations. Mandatory registration itself does not attract duplicate weighted points.
			Adequate team with good relevant experience and credible allocation. = 14 Points	14	
			Strong, well-balanced team with substantial relevant experience, sufficient capacity and clear allocation to the programme. = 20 Points	20	
3.3	Geotechnical Engineer	**10**	Only mandatory certificates are submitted with no evidence allowing assessment of capacity or relevant experience. = 0 Points	0	
			Limited additional capacity or experience demonstrated. = 5 Points	5	
			Adequate team with good relevant experience and credible allocation. = 7 Points	7	
			Strong, well-balanced team with substantial relevant experience, sufficient capacity and clear allocation to the programme. = 10 Points	10	
3.4	Environmental Officer	**10**	Only mandatory certificates are submitted with no evidence allowing assessment of capacity or relevant experience. = 0 Points	0	
			Limited additional capacity or relevant experience demonstrated. =5 Points	5	
			Adequate team with good relevant experience and credible allocation. = 7 Points	7	
			Strong, well-balanced team with substantial relevant experience, sufficient capacity and clear allocation to the programme. = 10 Points	10	
3.5	Electrician wireman's	**5**	Only mandatory certificates are submitted with no evidence allowing assessment of capacity or relevant experience. = 0 Points	0	

No.	Criteria	Weight	Scoring Methodology	Sub scoring	Evidence to be Submitted / Evaluation Requirements
			Limited additional capacity or relevant experience demonstrated. =3 Points	3	
			Adequate team with good relevant experience and credible allocation. = 4 Points	4	
			Strong, well-balanced team with substantial relevant experience, sufficient capacity and clear allocation to the programme. = 5 Points	5	
3.6	Construction Health and Safety Manager	**5**	Only mandatory certificates are submitted with no evidence allowing assessment of capacity or relevant experience. = 0 Points	0	
			Limited additional capacity or relevant experience demonstrated. =3 Points	3	
			Adequate team with good relevant experience and credible allocation. = 4 Points	4	
			Strong, well-balanced team with substantial relevant experience, sufficient capacity and clear allocation to the programme. = 5 Points	5	
4	Company Previous Experience	**10**	No acceptable reference letters or completed reference list submitted. = 0 Points	0	Submit signed client reference letters Comparable projects must demonstrate completed reinforced-concrete walls, retaining walls or flood-mitigation structures incorporating material civil works such as earthworks, piling, reinforced concrete, fencing, electrical integration, testing and handover. Each reference must include client name, scope, bidder role, contract reference, commencement and completion dates, project value or scale, completion evidence and verifiable client contact details. Transnet Engineering may verify submitted information.
			One acceptable comparable completed project. = 5 Points	5	
			Two acceptable comparable completed projects. = 7 Points	7	
			Three or more acceptable comparable completed projects. = 10 Points	10	
Total Weighting		**100 Points**			

No.	Criteria	Weight	Scoring Methodology	Sub scoring	Evidence to be Submitted / Evaluation Requirements
Maximum possible score for Functionality		**80 Points**			

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

- T2.2-03 Execution Methodology and Work Control
- T2.2-04 Project Programme, Resource Loading and Delivery Credibility
- T2.2-05 Key Personnel Capacity & Relevant Experience Above Mandatory Minimum
- T2.2-06 Company Previous Experience
- T2.2-07 ANNEXURE A - CURRICULUM VITAE TEMPLATE
- T2.2-08 ANNEXURE B - EMPLOYMENT CONFIRMATORY AFFIDAVIT

Note: Any tender not complying with the above-mentioned requirements, will be regarded as non-responsive and will therefore <u>not</u> 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.

Eighty 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,

Thresholds	Minimum Threshold
Technical / functionality	80

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

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

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

DESCRIPTION	POINTS
PRICE	80
Specific Goals	20
B-BBEE Level of contributor (1 or 2)	5
50% Black Youth Owned Entities	5
30% Black Women Owned	5
Entities owned by people with disability	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0
Total points for Price and Specific Goals must not exceed	100

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Cert case of JV, a consolidate scorecard will be accepted DTIC guidelines
50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners a Certificate / Affidavit (in case of JV, a consolidate will be accept)
30% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BB Certificate (in case of JV, a consolidate scorecard accept) as per DTIC guidelines
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	80
SELECTED SPECIFIC GOALS B-BBEE Level of contributor (1 or 2) 50% Black Youth Owned Entities 30% Black Women Owned entities Entities Owned by people with disabilities Non-Compliant and/or B-BBEE Level 3-8 contributors	20 **[5]** **[5]** **[5]** **[5]** **[0]**
Total points for Price and Specific Goals must not exceed	100

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

C.3.13 Tender offers will only be accepted if:

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

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

3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the

tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.

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

   the tenderer:

   a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
   b) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
   c) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
   d) has the legal capacity to enter into the contract,
   e) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
   f) complies with the legal requirements, if any, stated in the tender data and
   g) is able, in the option of the employer to perform the contract free of conflicts of interest.

5. **Special requirement**

   This award is subject to subcontracting 5 % of this submission. It is herewith required that the awarded bidder subcontract a percentage of 5% of this contract. Job creation or preservation to local communities must also be demonstrated as a requirement upon contract award.

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 **Certificate of Attendance of Site Briefing**

T2.2-02 **CIDB Grading Designation**

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

T2.2-03 Execution Methodology and Work Control

T2.2-04 Project Programme, Resource Loading and Delivery Credibility

T2.2-05 Key Personnel Capacity & Relevant Experience Above Mandatory Minimum

T2.2-06 Company Previous Experience

T2.2-07 ANNEXURE A - CURRICULUM VITAE TEMPLATE

T2.2-08 ANNEXURE B - EMPLOYMENT CONFIRMATORY AFFIDAVIT

2.1.3 Returnable Schedules:

General:

T2.2-9 Health and Safety Questionnaire

T2.2-10 Authority to submit tender

T2.2-11 Record of addenda to tender documents

T2.2-12 Letter of Good Standing

T2.2-13 Risk Elements

T2.2-14 Availability of equipment and other resources

T2.2-15 Subcontracting Form

T2.2-16 Site Establishment requirements

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

Agreement and Commitment by Tenderer:

T2.2-17: Certificate of Acquaintance with Tender Document

T2.2-18 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-19 Non-Disclosure Agreement

T2.2-20 RFP – Breach of Law

T2.2-21 RFP Declaration Form

T2.2-22 Supplier Code of Conduct

T2.2-23 Service Provider Integrity Pact

T2.2-24 Forecast Rate of Invoicing

T2.2-25 Foreign Exchange Requirements

T2.2-26 Build Programme - CIDB Standard for Contract Skills Development Goals

1.3.2 Bonds/Guarantees/Financial/Insurance:

T2.2-27 Insurance provided by the Contractor

T2.2-28 Three (3) years audited financial statements

T2.2-29 SBD1 Form

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions

2.6 C2.2 Bill of Quantities

2.7 C3 Works Information/Scope of Works

2.8 C4 Site Information

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

..... (Company Name)

Represented by: ..... (Name and Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name ..... Signature .....

Capacity .....

Attendance of the above company at the meeting was confirmed:

Name ..... Signature .....

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

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

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

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

2. **Joint Venture (JV)**

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

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

T2.2-03: Evaluation Schedule:

Scoring Criteria:

The following is evaluation criteria as broken down in the technical evaluation:

T2.2-03 EXECUTION METHODOLOGY AND WORK CONTROL

Execution Methodology and Work Control	10	No methodology submitted, or submission is generic and does not address the flood-mitigation scope. = 0 Points	0	Submit a project-specific method statement describing execution of the complete Scope and Activity Schedule. Address the following **15 items**: **1**.Design verification and setting out; **2**.services proving; **3**.site establishment; **4**.existing-fence removal; **5**.earthworks, groundwater and temporary support; **6**.piling and pile testing; **7**.reinforced concrete; **8**.1 500 mm anti-climb fence with no gates; **9**.three-phase area lighting; underground feeder from the source approximately 30 m from the wall;**10**. underground distribution along the approximately 900 m wall; **11**.phase balancing across L1, L2 and L3; **12**.quality controls, ITP, environmental and canal protection;**13**. testing, commissioning, COC, as-builts,**14**. handover and **15**.defect close-out.
		Method statement addresses from 1 to 8 of the required scope activities and provides limited detail on execution methodology and controls. = 5 Points	5	
		Method statement addresses 9 to 14 of the required scope activities, including the proposed execution methodology, sequencing and controls. = 7 Points	7	
		Method statement comprehensively addresses all (15) required scope activities, including execution methodology, sequencing, interfaces, quality controls, ITPs, environmental and canal protection measures, testing, commissioning, COC, as-builts, handover and defect close-out. = 10 Points	10	

T2.2-04 PROJECT PROGRAMME, RESOURCE LOADING AND DELIVERY CREDIBILITY

2	Project Programme, Resource Loading and Delivery Credibility	10	No programme submitted, or programme is not project-specific and does not demonstrate logical sequencing, resource allocation and delivery planning. = 0 Points	0	Submit a detailed project programme/Gantt chart showing the 15 Items below 1.mobilisation, 2.design

			Programme adequately addresses 1 to 5 of the required scope activities and provides limited evidence of resource loading and delivery planning. = 3 Points	3	verification, 3.approvals, 4. procurement, 5.site establishment, 6.fence removal, 7.services proving, 8.earthworks, 9.piling, 10.concrete, 11.fence, 12.underground three-phase electrical installation, 13.testing, commissioning, as-builts, snag closure and 14.handover. 15.Show durations, dependencies, critical path, milestones, resource loading, production assumptions, access constraints and contingencies.
			Programme adequately addresses 6 to 10 of the required scope activities and demonstrates sequencing, milestones and indicative resource allocation. = 5 Points	5	
			Programme adequately addresses 11 to 14 of the required scope activities and demonstrates logical sequencing, key milestones, critical activities and resource allocation for major work packages. = 7 Points	7	
			Programme comprehensively addresses all 15 required scope activities, demonstrates activity durations, critical path, milestones, resource loading, procurement lead times, testing, commissioning and handover requirements, and clearly demonstrates the bidder's ability to complete the works within the specified contract period. = 10 Points	10	

T2.2-05 KEY PERSONNEL CAPACITY & RELEVANT EXPERIENCE ABOVE MANDATORY MINIMUM

3 3.1	Key Personnel Capacity and Relevant Experience Above Mandatory Minimum Civil Engineer	20	Only mandatory certificates are submitted with no evidence allowing assessment of capacity or relevant experience. = 0 Points	0	In addition to Stage 1 evidence, submit CVs and confirmatory affidavits using Annexures A and B, a project organogram, responsibility matrix and resource schedule. Evidence must demonstrate relevant experience in flood mitigation, retaining or reinforced-concrete walls, piling, earthworks, temporary works, surveys, quality control, environmental management, and three-phase underground electrical and lighting installations. Mandatory registration itself does not attract duplicate weighted points.
			Limited additional capacity or experience demonstrated. = 7 Points	7	
			Adequate team with good relevant experience and credible allocation. = 14 Points	14	
			Strong, well-balanced team with substantial relevant experience, sufficient capacity and clear allocation to the programme. = 20 Points	20	
3.2	Structural Engineer	20	Only mandatory certificates are submitted with no evidence allowing assessment of capacity or relevant experience. = 0 Points	0	
			Limited additional capacity or experience demonstrated. = 7 Points	7	
			Adequate team with good relevant experience and credible allocation. = 14 Points	14	
			Strong, well-balanced team with substantial relevant experience, sufficient capacity and clear allocation to the programme. = 20 Points	20	
3.3	Geotechnical Engineer	10	Only mandatory certificates are submitted with no evidence allowing assessment of capacity or relevant experience. = 0 Points	0	
			Limited additional capacity or experience demonstrated. = 5 Points	5	
			Adequate team with good relevant experience and credible allocation. = 7 Points	7	
			Strong, well-balanced team with substantial relevant experience, sufficient capacity and clear	10	

			allocation to the programme. = 10 Points		
3.4	Environmental Officer	10	Only mandatory certificates are submitted with no evidence allowing assessment of capacity or relevant experience. = 0 Points	0	
			Limited additional capacity or relevant experience demonstrated. =5 Points	5	
			Adequate team with good relevant experience and credible allocation. = 7 Points	7	
			Strong, well-balanced team with substantial relevant experience, sufficient capacity and clear allocation to the programme. = 10 Points	10	
3.5	Electrician wireman's	5	Only mandatory certificates are submitted with no evidence allowing assessment of capacity or relevant experience. = 0 Points	0	
			Limited additional capacity or relevant experience demonstrated. =3 Points	3	
			Adequate team with good relevant experience and credible allocation. = 4 Points	4	
			Strong, well-balanced team with substantial relevant experience, sufficient capacity and clear allocation to the programme. = 5 Points	5	
3.6	Construction Health and Safety Manager	5	Only mandatory certificates are submitted with no evidence allowing assessment of capacity or relevant experience. = 0 Points	0	
			Limited additional capacity or relevant experience demonstrated. =3 Points	3	
			Adequate team with good relevant experience and credible allocation. = 4 Points	4	
			Strong, well-balanced team with substantial relevant experience, sufficient capacity and clear allocation to the programme. = 5 Points	5	

T2.2-06 COMPANY PREVIOUS EXPERIENCE

4	Company Previous Experience	10	No acceptable reference letters or completed reference list submitted. = 0 Points	0	Submit signed client reference letters Comparable projects must demonstrate completed reinforced-concrete walls, retaining walls or flood-mitigation structures incorporating material civil works such as earthworks, piling, reinforced concrete, fencing, electrical integration, testing and handover. Each reference must include client name, scope, bidder role, contract reference, commencement and completion dates, project value or scale, completion evidence and verifiable client contact details. Transnet Engineering may verify submitted information.
			One acceptable comparable completed project. = 5 Points	5	
			Two acceptable comparable completed projects. = 7 Points	7	
			Three or more acceptable comparable completed projects. = 10 Points	10	
Total Weighting		100 Points			
Threshold		**80Points**			

T2.2-07 ANNEXURE A - CURRICULUM VITAE TEMPLATE

Name:

ID Number:

Profession and proposed project role:

Education / Qualifications:

Professional registration and status:

Nationality:

Membership of Professional Organisations:

Contact number:

Employment Record	Details
Period (including dates): Employer: Position held: Summary: Reference contact number:	
Period (including dates): Employer: Position held: Summary: Reference contact number:	
Period (including dates): Employer: Position held: Summary: Reference contact number:	
Experience Record for Related Work	**Details**
Name of assignment or project: Year: Location: Client: Main project scope: Position held: Activities performed:	

T2.2-08 ANNEXURE B - EMPLOYMENT CONFIRMATORY AFFIDAVIT

I, _____ (full names),

ID Number: _____,

hereby confirm that the employment and project information contained in my submitted curriculum vitae is true and correct and that I have been / am currently employed at the companies stated therein.

Tendering Company Name: _____

Signature of Employee: _____ Date: _____

Sworn to / Affirmed before me at _____ on this _____ day of _____ 20____.

Commissioner of Oaths / Justice of the Peace: _____

Signature and Stamp: _____

T2.2-9: Health and Safety Questionnaire

Health, Safety Questionnaire

1. SAFE WORK PERFORMANCE

1A. Injury Experience / Historical Performance - Alberta

Use the previous three years injury and illness records to complete the following:

Year			
Number of medical treatment cases			
Number of restricted workday cases			
Number of lost time injury cases			
Number of fatal injuries			
Total recordable frequency			
Lost time injury frequency			
Number of worker manhours			

1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician
2 – Restricted Workday Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties
3 – Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day
4 – Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours
5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours

1B. Workers' Compensation Experience

Use the previous three years injury and illness records to complete the following (if applicable):

Industry Code:	Industry Classification:

Year			
Industry Rate			
Contractor Rate			
% Discount or Surcharge			

Is your Workers' Compensation account in good standing? ☐ Yes ☐ No
(Please provide letter of confirmation)

2. CITATIONS

2A. Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years?
☐ Yes ☐ No
If yes, provide details:

2B. Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State?
☐ Yes ☐ No
If yes, provide details:

3. CERTIFICATE OF RECOGNITION

Does your company have a Certificate of Recognition?
☐ Yes ☐ No If Yes, what is the Certificate No. _____Issue Date _____

4. SAFETY PROGRAM

Do you have a written safety program manual? ☐ Yes ☐ No
If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution? ☐ Yes ☐ No
If Yes, provide a copy for review

Does your safety program contain the following elements:

	YES	NO		YES	NO
CORPORATE SAFETY POLICY	☐	☐	EQUIPMENT MAINTENANCE	☐	☐
INCIDENT NOTIFICATION POLICY	☐	☐	EMERGENCY RESPONSE	☐	☐
RECORDKEEPING & STATISTICS	☐	☐	HAZARD ASSESSMENT	☐	☐
REFERENCE TO LEGISLATION	☐	☐	SAFE WORK PRACTICES	☐	☐
GENERAL RULES & REGULATIONS	☐	☐	SAFE WORK PROCEDURES	☐	☐
PROGRESSIVE DISCIPLINE POLICY	☐	☐	WORKPLACE INSPECTIONS	☐	☐
RESPONSIBILITIES	☐	☐	INVESTIGATION PROCESS	☐	☐
PPE STANDARDS	☐	☐	TRAINING POLICY & PROGRAM	☐	☐
ENVIRONMENTAL STANDARDS	☐	☐	COMMUNICATION PROCESSES	☐	☐
MODIFIED WORK PROGRAM	☐	☐			

5. TRAINING PROGRAM

5A. Do you have an orientation program for new hire employees? ☐ Yes ☐ No
If Yes, include a course outline. Does it include any of the following:

	YES	NO		YES	NO
GENERAL RULES & REGULATIONS	☐	☐	CONFINED SPACE ENTRY	☐	☐
EMERGENCY REPORTING	☐	☐	TRENCHING & EXCAVATION	☐	☐
INJURY REPORTING	☐	☐	SIGNS & BARRICADES	☐	☐
LEGISLATION	☐	☐	DANGEROUS HOLES & OPENINGS	☐	☐
RIGHT TO REFUSE WORK	☐	☐	RIGGING & CRANES	☐	☐
PERSONAL PROTECTIVE EQUIPMENT	☐	☐	MOBILE VEHICLES	☐	☐
EMERGENCY PROCEDURES	☐	☐	PREVENTATIVE MAINTENANCE	☐	☐
PROJECT SAFETY COMMITTEE	☐	☐	HAND & POWER TOOLS	☐	☐
HOUSEKEEPING	☐	☐	FIRE PREVENTION & PROTECTION	☐	☐
LADDERS & SCAFFOLDS	☐	☐	ELECTRICAL SAFETY	☐	☐
FALL ARREST STANDARDS	☐	☐	COMPRESSED GAS CYLINDERS	☐	☐
AERIAL WORK PLATFORMS	☐	☐	WEATHER EXTREMES	☐	☐

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

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

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

6. SAFETY ACTIVITIES

Do you conduct safety inspections? Yes ☐ No ☐ Weekly ☐ Monthly ☐ Quarterly ☐

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

Who follows up on inspection action items?

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

Yes ☐ No ☐ Daily ☐ Weekly ☐ Biweekly ☐

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

Yes ☐ No ☐ Weekly ☐ Biweekly ☐ Monthly ☐

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

Is the process documented? ☐ Yes ☐ No

Who leads the discussion?

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

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

Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?

☐ Yes ☐ No

How does your company measure its H&S success?

- Attach separate sheet to explain

7. SAFETY STEWARDSHIP

7A Are incident reports and report summaries sent to the following and how often?

	Yes	No	Monthly	Quarterly	Annually
Project/Site Manager	☐	☐	☐	☐	☐
Managing Director	☐	☐	☐	☐	☐
Safety Director/Manager	☐	☐	☐	☐	☐
/Chief Executive Officer	☐	☐	☐	☐	☐

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

	Yes	No	Monthly	Quarterly	Annually
Incidents totaled for the entire company	☐	☐	☐	☐	☐
Incidents totaled by project	☐	☐	☐	☐	☐
• Subtotaled by superintendent	☐	☐	☐	☐	☐
• Subtotaled by foreman	☐	☐	☐	☐	☐

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

	Yes	No	Monthly	Quarterly	Annually
Costs totaled for the entire company	☐	☐	☐	☐	☐
Costs totaled by project	☐	☐	☐	☐	☐
• Subtotaled by superintendent	☐	☐	☐	☐	☐
• Subtotaled by foreman/general foreman	☐	☐	☐	☐	☐

7D Does your company track non-injury incidents?

	Yes	No	Monthly	Quarterly	Annually
Near Miss	☐	☐	☐	☐	☐
Property Damage	☐	☐	☐	☐	☐
Fire	☐	☐	☐	☐	☐
Security	☐	☐	☐	☐	☐
Environmental	☐	☐	☐	☐	☐

8 PERSONNEL

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

Name	Position/Title	Designation

Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?

Name	Address	Telephone Number

Other responsibilities:

9 REFERENCES

List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program

Name and Company	Address	Phone Number

T2.2-10: 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 alternatively attach a certified copy of a company / organization document which provides the same information for the relevant category as requested here.

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

A. Certificate for Company

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

Signed		Date	
Name		Position	Chairman of the Board of Directors

B. Certificate for Partnership

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

_____hereby authorise Mr/Ms _____

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

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

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

C. Certificate for Joint Venture

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

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

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

Name of firm	**Address**	**Authorizing 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

T2.2-11: Record of Addenda to Tender Documents

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

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

T2.2-12 Letter/s of Good Standing with the Workmen's Compensation Fund – For the Type of Work Being performed.

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

1.

2.

3.

4.

Name of Company/Members of Joint Venture:

…… …… …… …… …… …… …… …… …… …… …… …… …….

T2.2-13: Risk Elements

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

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

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

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

T2.2-14: Availability of Equipment and Other Resources

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

Equipment Type and Availability – Description	Hourly Rate	Number of Equipment	Details of Ownership

T2.2-15: Schedule of Proposed Subcontractors

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

Note to tenderers:

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

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

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

Provide information of the Sub-contractors below:

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

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

% Black Owned	**EME**	**QSE**	**Youth**	**Women**	**Disabilities**	**Rural/ Underdeveloped areas/ Townships**	**Military Veterans**
	□	□	□	□	□	□	□

Name of Proposed Subcontractor	**Address**	**Nature of work**	**Amount of Worked**	**Percentage of work**

% Black Owned	**EME**	**QSE**	**Youth**	**Women**	**Disabilities**	**Rural/ Underdeveloped areas/ Townships**	**Military Veterans**
	□	□	□	□	□	□	□

T2.2-16: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

T2.2-17 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 recognize 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 organization, 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

T2.2-18: 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 authorized to do so on behalf of the enterprise:

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

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

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

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

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

Signed		Date	
Name		Position	
Enterprise name			

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

(a) Price;

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

(c) Any other specific goal determined in the Transnet preferential procurement policy

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

	POINTS
PRICE	**80**
SPECIFIC GOALS B-BBEE Level of contributor (1 or 2) = 5 50% Black Youth Owned Entities =5 30% Black Women Owned Entities =5 Entities owned by people with disabilities = 5 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-BBBEE status level certificate issued by an authorized 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 Program 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

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

$$\left(P\min\right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

4. EVEDINCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

4.2

Specific Goals	Acceptable Evidence
B-BBEE Status contributor	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

4.3 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 authorized QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.]
EME[1]	Sworn Affidavit signed by the authorized 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

[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.

4.4 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.

4.5 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.

4.6 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.

4.7 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.

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contribution: 1 O R 2 = …… (maximum of 15 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 - 5%
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 Service provider
- ☐ Other 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 favorable arrangements due to such cancellation;

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

(e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audit 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**

2.2 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] 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.

2.3.1 If so, furnish particulars:
……
……

3 DECLARATION

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

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

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

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

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

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

3.5 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.

---

[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.

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 bid

T2.2-19 NON-DISCLOSURE AGREEMENT

Note to tenderers: This Non-Disclosure Agreement is to be completed and signed by an authorized 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 [**RFP**], as the case may be;

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

1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its 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; and

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

2. CONFIDENTIAL INFORMATION

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

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

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

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

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

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

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

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

3. RECORDS AND RETURN OF INFORMATION

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

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

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

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

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

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

4. ANNOUNCEMENTS

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

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

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

9. GENERAL

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

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

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

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

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

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

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

T2.2-20: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

_____
_____
_____
_____

DATE OF BREACH:

_____
_____

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

Signed on this _____day of _____20_____

_____

SIGNATURE OF TENDER

T2.2-21: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ **do hereby certify that:**

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

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

   _____
   _____
   _____
   _____
   _____
   _____

   Indicate nature of relationship with Transnet:

   _____
   _____
   _____
   _____
   _____
   _____

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

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

6. **We accept that any dispute pertaining to this tender will be resolved through 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 T2.2-19 "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 <u>material complaint</u> 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 familiarize 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.**

T2.2-22: 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 behavior 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 organization. As such, our transformation is focused on adopting a performance culture and to adopt behaviors 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

T2.2-23 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

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

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

2 COMMITMENTS OF TRANSNET

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

2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organization 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 favor 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, favors 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, favor, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.

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

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

d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favors, benefit or services. Such favors will be considered to constitute corruption.

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

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

b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, 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, organization or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

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

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

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

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

the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

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

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

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

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

a) Human Rights

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

b) Labour

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

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and

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

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

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

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

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

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

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

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

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

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

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

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

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

6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

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

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

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

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

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

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

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

6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for

blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

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

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

8 SANCTIONS FOR VIOLATIONS

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

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

9 CONFLICTS OF INTEREST

9.1 A conflict of interest includes, inter alia, a situation in which:
a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and

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

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

a) Private gain or advancement; or

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

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

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

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

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

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

10 DISPUTE RESOLUTION

10.1 Transnet recognizes 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 endeavors to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

a) **Vexatious proceedings**: these are frivolous proceedings which have been instituted without proper grounds.

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

11 GENERAL

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

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

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

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

11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behavior of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behavior 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 ……..

T2.2-24: Forecast Rate of Invoicing

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

Index of documentation attached to this schedule:

.....

.....

.....

.....

.....

.....

.....

.....

.....

T2.2-25: Foreign Exchange Requirements

If Secondary Option X3 is included in the *conditions of contract* of the NEC3, the Tenderer to provide detailed breakdown of items that will have a foreign exchange implication.

Justification and full details supporting foreign currency requirements to be appended to this Schedule.

Items & activities	Currency	Bank	Maximum payment

The *exchange rates* to be used are stated in the Contract Data provided by the *Employer*.

It is expected that the percentages of foreign currency or currencies quoted are realistic and that they adequately reflect the overall foreign component of cost.

Due to the introduction of International Financial Reporting Standards IS32 and IS39, the *Employer* may not be able to accommodate a tenderer's requirements in full or at all.

T2.2-26: CIDB Standard for Contract Skills Development Goals

The contractor shall achieve, in the performance of the contract, the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.43495 of 3 July 2020.
This standard is applicable to a contract, or an order issued in terms of a framework that has a duration of 12 months or more and a contract amount exceeding R20 million in the case of an engineering and construction works, or design and build contract or an order issued in terms of such contract. The Standard is applicable to all CIDB Classes of Works.
This standard establishes a minimum contract skills development goal to be achieved in the performance of a contract in relation to the provision of different types of workplace opportunities, linked to work associated with a contract culminating in or leading to:
a part or full occupational qualification registered on the National Qualification Framework;

a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012)

a national diploma registered on the National Qualification Framework; and

registration in a professional category by one of the professional bodies listed in the standard

The standard is obtainable from the CIDB's website www.cidb.org.za
The following construction skills development goals (%) for different classes of engineering and construction works contracts will apply:

Class of construction works as identified in terms of the cidb regulation		**Construction skills development goal (%)**
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil Engineering and General Building	0.375
EB	Electrical Engineering work (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering	0.25
	Specialist works	0.25

In the case of the Standard there are no returnable documents notwithstanding the Employer shall provide the proforma documents that shall be completed by the
contractors after award of the contract within the stipulated period. (Form A1 List of Recognised Skills Development Agencies, Form A2 Baseline Training Plan, Form A3 Project Interim Report, Form A4 Supervisor Agreement, Form A5 Project Completion Report)

PRO-FORMA DOCUMENTS ARE ATTACHED AS ANNEXURE A

T2.2-27: Insurance provided by the *Contractor*

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

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

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

T2.2-28: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

.....

.....

T2.2-29: SBD1 Form

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET ENGINEERING, A DIVISION TRANSNET SOC LTD					
BID NUMBER:	**TE/2026/06/2121/6700 RFP**	CLOSING DATE:	**22 January 2027**	CLOSING TIME:	**16:00PM**
DESCRIPTION	FOR THE CONSTRUCTION OF THE FLOOD MITIGATION STRUCTURE INCLUDING ALL ASSOCIATED INFRASTRUCTURE ALONG MHLATHUZANA CANAL FOR THE DURBAN MAIN CENTRE, ON A ONCE OFF BASIS FOR A PERIOD NOT EXCEEDING TEN (10) MONTHS.				

BID RESPONSE DOCUMENTS 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.

RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFP SELECTED.

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

- Log on to the Transnet eTenders management platform website/Portal (**(https://esupplierportal.transnet.net/portal/)**) (please use **Google Chrome** to access Transnet link/site free of charge);
- 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.

No late submissions will be accepted. The bidder guide can be found on the Transnet Portal **(https://esupplierportal.transnet.net/portal/)**

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**Sagie Naiker**	CONTACT PERSON	Sagie Naiker
TELEPHONE NUMBER		TELEPHONE NUMBER	
E-MAIL ADDRESS	Sagie.naiker@transnet.net	E-MAIL ADDRESS	Sagie.naiker@transnet,net

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEMPIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] Yes / No		B-BBEE STATUSLEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] Yes / No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	Yes No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS	
1.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
1.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
1.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
1.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
1.5	IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
1.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
1.7	RESPONDENTS 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. ONLY FOREIGN SUPPLIERS WITH NO LOCAL REGISTERED ENTITY NEED NOT REGISTER ON THE CSD. THE CSD CAN BE ACCESSED AT HTTPS://SECURE.CSD.GOV.ZA/.

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

SIGNATURE OF BIDDER : .....

CAPACITY UNDER WHICH THIS BID IS SIGNED : .....
(Proof of authority must be submitted e.g. company resolution)

DATE : .....

PROTECTION OF PERSONAL INFORMATION

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. Transnet will process all information by the Respondent 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.

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this Supplier Declaration Form, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorization of the Respondent and will treat personal information 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.

4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Supplier Declaration Form and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

5. In completing this Supplier Declaration form, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by the Respondent in their response to this Supplier Declaration Form for the purpose of registering the Respondent as a Transnet Vendor to facilitate for payment in the execution of the Agreement between Transnet and the Respondent and in accordance with any applicable law.

6. Transnet further agrees that in submitting any information or documentation requested in this Supplier Declaration Form, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, vendor management, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.

7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.

8. Transnet 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 this Supplier Declaration Form (physically, through a computer or any other form of electronic communication).

9. Transnet shall notify the Respondent in writing of any unauthorized access to information, 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 Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and their identity thereof in terms of the POPIA.
11. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
12. In submitting any information or documentation requested in this Supplier Declaration Form, the Respondent is hereby consenting to the processing of their personal information for the purpose of this Supplier Declaration Form and further confirming that they are aware of their rights in terms of Section 5 of POPIA.

Respondents are required to provide consent below:

YES		**NO**	

13. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against 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 the Respondent submitted to it.
14. The Respondent declares that the personal information submitted for the purpose of this Supplier Declaration Formis complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

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

Transnet Engineering
Tender Number: TE/2026/06/2121/6700 RFP
Description of the Works: For the construction of the flood mitigation structure including all associated infrastructure along Mhlathuzana Canal on a once - off basis for a period not exceeding ten (10) months

Appendix A

Supplier Declaration Form

Important Notice: Effective 1 April 2016 all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at https://secure.csd.gov.za/ **before applying to Transnet**.

CSD Number (MAAA xxxxxxx):	

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

Did your company previously operate under another name?	Yes		No	
If **YES** state, the previous details below:				

Trading Name						
Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Foreign International	Foreign Branch Office	

Your Current Company's VAT Registration Status

VAT Registration Number	
If **Exempted from VAT registration,** state reason and submit proof from SARS in confirming the exemption status	
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non-VAT Registration must be confirmed annually.	

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

Company Physical Address			
		Code	
Company Postal Address			
		Code	
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			

Company Contact Person Name	
Designation	
Telephone	
Email	

Transnet Engineering
Tender Number: TE/2026/06/2121/6700 RFP
Description of the Works: For the construction of the flood mitigation structure including all associated infrastructure along Mhlathuzana Canal on a once off basis for a period not exceeding ten (10) months

Is your company a Labour Broker?			Yes		No	
Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc.						
How many personnel does the business employ?	Full Time		Part Time			
Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.						

Most recent Financial Year's Annual Turnover	<R10Million		>R10Million <R50Million		>R50Million	

Does your company have a valid B-BBEE certificate?				Yes		No	
What is your Broad-Based BEE status (Level 1 to 9)							
Majority Race of Ownership							
% Black Ownership		% Black Women ownership		% Black Disabled person(s) ownership		% Black Youth ownership	
Please Note: Please provide proof of B-BBEE status as per Appendix V. If you qualify as an EME or QSE then provide an affidavit following the examples provided in Appendix III and IV respectively. If you have indicated Black Disabled person(s) ownership, then provide a **certified** letter signed by a physician, on the physician's letterhead, confirming the disability.							

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

Stamp And Signature Of Commissioner Of Oaths			
Name		Date	
Signature		Telephone No	

Example of an Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: .....

Designation: .....

Date: .....

Commissioner of Oaths

Thus, signed and sworn to before me at _____on this the _____day of ____ _____20_____,

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

_____
Commissioner of Oaths

Example of an Affidavit or Solemn Declaration as to number of employees

Affidavit or Solemn Declaration

I, _____solemnly swear/declare that _____

_____employs three or more full time employees, which employees are engaged in the business of rendering the services of the organization and are not connected persons as defined in the Income Tax Act.

Signature: .....

Designation: .....

Date: .....

Commissioner of Oaths

Thus, signed and sworn to before me at _____on this the _____day of ____

_____20_____,

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

_____
Commissioner of Oaths

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: the construction of the flood mitigation structure including all associated infrastructure along Mhlathuzana Canal for a period of ten (10) months.

CONSTRUCTION OF THE FLOOD MITIGATION STRUCTURE INCLUDING ALL ASSOCIATED INFRASTRUCTURE ALONG MHLATHUZANA CANAL FOR A PERID OF TEN (10) MONTHS.

The tenderer, identified in the Offer signature block, has

either	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
or	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

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

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

Signature(s)

Name(s) ....

Capacity ....

For the tenderer: ....

.....
(Insert name and address of organisation)

Name & signature of witness ..... Date .....

Tenderer's CIDB registration number:	

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

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

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		

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

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

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

C1.2 Contract Data

Part one - Data provided by the Employer

Clause	Statement	Data
1	**General**	
	The conditions of contract are the core clauses and the clauses for main Option	**B:** **Bill of quantities**
	dispute resolution Option	**W1:** **Dispute resolution procedure**
	and secondary Options	**X2** **Changes in the law** **X7:** **Delay damages** **X18:** **Limitation of liability** **X13:** **Performance bond** **Z:** **Additional conditions of contract**
	of the NEC3 Engineering and 9Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The Employer is:	**Transnet SOC Ltd** **(Registration No. 1990/000900/30)**

	Address	Registered address: **Transnet Corporate Centre** **96 Rissik Street** **Braamfontein** **Johannesburg** **2000**
	Having elected its Contractual Address for the purposes of this contract as:	**Transnet Engineering** **311** **Solomon Mahlangu** **Drive, Durban**
10.1	The Project Manager is: (Name)	**Stanley Mchunu**
	Address	311 Solomon Mahlangu Drive, Durban, 4001
	Tel	**031 361 4189/071 889 6263**
	e-mail	Stanley.mchunu@transnet.net
10.1	The Supervisor is: (Name)	**Mzwenkosi Mapuko**
	e-mail	Mzwenkosi.Mapuko@transnet.net
11.2(13)	The works are	**THE APPOINTMENT SERVICES PROVIDER FOR THE CONSTRUCTION OF THE FLOOD MITIGATION STRUCTURE INCLUDING ALL ASSOCIATED INFRASTRUCTURE ALONG MHLATHUZANA CANAL FOR A PERIOD OF TEN (10) MONTHS.**
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The boundaries of the site are	**As stated in Part C4.1." Description of the Site and it surroundings"**
11.2(16)	The Site Information is in	**Part C4**
11.2(19)	The Works Information is in	**Part C3**

12.2	The law of the contract is the law of	**the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.**	
13.1	The language of this contract is	**English**	
13.3	The period for reply is	**2 weeks**	
2	**The Contractor's main responsibilities**	**No additional data is required for this section of the conditions of contract.**	
3	**Time**		
11.2(3)	The completion date for the whole of the works is		
11.2(9)	The key dates and the conditions to be met are:	**Condition to be met:**	**Not Applicable**
30.1	The access dates are	**Part of the Site** **Transnet Engineering, 311 Solomon Mahlangu Drive, Durban, 4001**	**Date 01 March 2027**
31.1	The Contractor is to submit a first programme for acceptance within	**2 weeks of the Contract Date.**	
31.2	The starting date is:		
32.2	The Contractor submits revised programmes at intervals no longer than	**2 weeks**	
35.1	The Employer is not willing to take over the works before the Completion Date:		
4	**Testing and Defects**		
42.2	The defects date is	**52 (fifty-two) weeks after Completion of the whole of the works.**	
43.2	The defect correction period is	**2 weeks**	

5	**Payment**	
50.1	The assessment interval is monthly on the	**25th (twenty fifth) day of each successive month.**
51.1	The currency of this contract is the	**South African Rand.**

51.2	The period within which payments are made is	**Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.**
51.4	The interest rate is	**the prime lending rate of Standard Bank of South Africa.**
6	**Compensation events**	
60.1(13)	The weather measurements to be recorded for each calendar month are,	**the cumulative rainfall (mm)**
		the number of days with rainfall more than 10 mm
		the number of days with minimum air temperature less than 0 degrees Celsius
		the number of days with snow lying at 08:00 hours South African Time
		and these measurements:
	The place where weather is to be recorded (on the Site) is:	**KwaZulu Natal, Durban**
	The weather data are the records of past weather measurements for each calendar month which were recorded at:	**KwaZulu Natal, Durban**
	and which are available from:	**South African Weather Service 012 367 6023 or info3@weathersa.co.za.**

7	**Title**	**No additional data is required for this section of the conditions of contract.**
8	**Risks and insurance**	
80.1	These are additional Employer's risks	
84.1	The Employer provides these insurances from the Insurance Table	
	1 Insurance against:	**Loss of or damage to the works, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.**
	Cover / indemnity:	**to the extent as stated in the insurance policy for Contract Works / Public Liability**
	The deductibles are:	**as stated in the insurance policy for Contract Works / Public Liability**
	2 Insurance against:	**Loss of or damage to property (except the works, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability**
	Cover / indemnity	**Is to the extent as stated in the insurance policy for Contract Works / Public Liability**
	The deductibles are	**as stated in the insurance policy for Contract Works / Public Liability**
	3 Insurance against:	**Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability**
	Cover / indemnity	**Is to the extent as stated in the insurance policy for Contract Works / Public Liability**
	The deductibles are:	**As stated in the insurance policy for Contract Works / Public Liability**

	4 Insurance against:	**Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon**
	Cover / indemnity	**Cover / indemnity is to the extent provided by the SASRIA coupon**
	The deductibles are	**The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.**
	Note:	**The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."**
84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is	**The Contractor must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.**
	The Contractor provides these additional Insurances	**1 Where the contract requires that the design of any part of the works shall be provided by the Contractor the Contractor shall satisfy the Employer that professional indemnity insurance cover in connection therewith has been affected** **2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the works at premises other than the site, the Contractor shall satisfy the Employer that such plant & materials, components or other goods for incorporation in the works are adequately insured during manufacture and/or fabrication and transportation to the site.**

		3 Should the Employer have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the Contractor's policies of insurance as well as those of any sub-contractor **4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.** **5 The insurance coverage referred to in 1, 2, 3, and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the Employer. The Contractor shall arrange with the insurer to submit to the Project Manager the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the Contractor.**
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (exceptthe works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is	**Whatever the Contractor requires in addition to the amount of insurance taken out by the Employer for the same risk.**

84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	**Principal Controlled Insurance policy for Contract**
9	**Termination**	**There is no additional Contract Data required for this section of the conditions of contract.**
10	**Data for main Option clause**	
A	**Priced contract with Activity Schedule**	**No additional data is required for this Option.**
11	**Data for Option W1**	
W1.1	The Adjudicator is	**Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the Adjudicator, the Chairman of the Association of Arbitrators will appoint an Adjudicator.**
W1.2(3)	The Adjudicator nominating body is:	**The Chairman of the Association of Arbitrators (Southern Africa)**
	If no Adjudicator nominating body is entered, it is:	**the Association of Arbitrators (Southern Africa)**
W1.4(2)	The tribunal is:	**Arbitration**
W1.4(5)	The arbitration procedure is	**The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)**
	The place where arbitration is to be held is	**KwaZulu Natal, South Africa**
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**The Chairman of the Association of Arbitrators (Southern Africa)**

12	**Data for secondary Option clauses**	
X2	**Changes in the law**	**No additional data is required for this Option**
X7	**Delay damages**	
X7.1	Delay damages for Completion of the whole of the works are	**R5000 per calendar day**
X18	**Limitation of liability**	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to:	**Nil** **The deductible of the relevant insurance policy**
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to:	**The cost of correcting the Defect**
X18.3	The Contractor's liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	**The Total of the Prices**
X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	**1 year after Completion of the whole of the works**
X18.5	The end of liability date is	
Z	**Additional conditions of contract are:**	

Z1 Additional clauses relating to Joint Venture

Z1.1 **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 Contractand 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.**
Z1.2		**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.**
Z2	**Additional obligations in respect of Termination**	
Z2.1		**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)**

Z2.2	**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"**
Z2.3		**Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."**
Z3	**Right Reserved by the Employer to Conduct Vetting through SSA**	
Z3.1		**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.**

Z4	**Additional Clause Relating to Collusion in the Construction Industry**	
Z4.1		**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.**
Z5	**Protection of Personal Information Act**	
Z5.1		**The Employer and the Contractor are required to process information obtainedfor the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.**

C1.2 Contract Data

Part two - Data provided by the Contractor

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

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

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

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .		
11.2(14)	The following matters will be includedin the Risk Register			
31.1	The programme identified in the Contract Data is			
B	**Priced contract with Bill of Quantities**			
11.2(20)	The Bill of Quantities is in			
11.2(30)	The tendered total of the Prices is	**(in figures)** **(in words), excluding VAT**		
	Data for Schedules of CostComponents	Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.		
B	**Priced contract with Bill of Quantities**	**Data for the Shorter Schedule of Cost Components**		
41 in SSCC	The percentage for people overheadsis:	**%**		
21 in SSCC	The published list of Equipment is thelast edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	**%** (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	**Equipment**	**Size or capacity**	**Rate**

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

Signed at	on this	day of	201_

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

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	
C2.2	Bill of Quantities	86

C2.1 Pricing instructions: Option B

1. The *conditions of contract*

1.1. How the contract prices work and assess 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
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m^2	square metre
m^2-pass	square metre pass
m^3	cubic metre
m^3-km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre

MPa	megapascal
No.	number
Prov sum[1]	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

2.2. General assumptions

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

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

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.

[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

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

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

2.3. Departures from the *method of measurement*

2.4. Amplification of or assumptions about measurement items

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

C2.2 BILL OF QUANTITIES

SECTION 1 - PRELIMINARIES AND GENERAL

SECTION 1 - PRELIMINARIES AND GENERAL							
Part C2: Pricing Data | Transnet Engineering | PPA-124092							
Item	**Scope ID**	**Drawing / Scope Ref.**	**Description**	**Unit**	**Qty**	**Rate (R)**	**Tendered Amount (R)**
1.1.1	SOW-009	Scope 3, 6, 13	Contractual requirements, permits, insurances, bonds and general fixed obligations	sum	1.00		
1.1.2	SOW-008	Scope 6, 14	Establishment of facilities on Site, including access control, offices, storage, ablutions and signboard	sum	1.00		
1.1.3	SOW-007	Scope 12, 15	Project quality plan, inspection and test plans, document control and quality records	sum	1.00		
1.1.4	SOW-009	Scope 13	Health, safety and environmental fixed obligations, plans, mobilization and appointments	sum	1.00		
1.1.5	SOW-003	Scope 6, 7.1	Pre-condition survey and photographic record of adjacent assets and existing fence	sum	1.00		
1.1.6	SOW-001	Scope 6, 15.1	Survey setting out and Contractor as-built survey obligations	sum	1.00		
1.1.7	SOW-008	Scope 15	Removal of site establishment and final Site clearance	sum	1.00		
1.2.1	SOW-008	Scope 14	Time-related contractual requirements	sum	1.00		
1.2.2	SOW-008	Scope 14	Operation and maintenance of Contractor facilities	sum	1.00		
1.2.3	SOW-009	Scope 13, 14	Time-related health, safety and environmental management	sum	1.00		
1.2.4	SOW-008	Scope 14	Supervision, company overheads and other time-related obligations	sum	1.00		
1.3.1	SOW-007	Scope 12	Additional tests instructed outside the specified contractual test regime	sum	1.00		
1.3.2	SOW-007	Scope 16	Contractor mark-up and attendance on additional tests	%			
1.4.1	SOW-001	Scope 16	Independent engineering survey control instructed by Employer	sum	1.00		
1.4.2	SOW-009	Scope 13, 16	Employer-instructed Construction Health and Safety Agent audits	sum	1.00		
1.5.1	SOW-008	Scope 13, 14	Traffic, access and operational-interface management	sum	1.00		
1.5.2	SOW-5.1	Scope 5.1	Geotechnical Verification	sum	1.00		

1.5.3	SOW-6	Scope 6	Authorisations or Licences (for potential EIA)	sum	1.00		
						SECTION 1 TOTAL	**R**

SECTION 2 - SITE CLEARANCE AND EXISTING FENCE

SECTION 2 - SITE CLEARANCE AND EXISTING FENCE							
Part C2: Pricing Data | Transnet Engineering | PPA-124092							
Item	**Scope ID**	**Drawing / Scope Ref.**	**Description**	**Unit**	**Qty**	**Rate (R)**	**Tendered Amount (R)**
2.1.1	SOW-003	Scope 7.1	Measured condition survey of existing fence before removal	m	500.00		
2.1.2	SOW-003	Scope 7.1	Carefully dismantle existing perimeter fence for reuse	m	500.00		
2.1.3	SOW-003	Scope 7.1	Label, stack and store reusable fence components	m	500.00		
2.1.4	SOW-003	Scope 7.1	Transport reusable fence within Durban Main Centre	m	500.00		
2.1.5	SOW-003	Scope 7.1	Reinstall existing fence at instructed locations	m	500.00		
2.1.6	SOW-003	Scope 7.1	Dispose of unusable fence at approved facility	Item	1.00		
2.2.1	SOW-001	Scope 7.1	Clear and grub working area to 0.1 m depth	ha	0.50		
2.2.2	SOW-001	Scope 7.1, 7.3	Load, haul and dispose of vegetation and debris at approved facility	m3	1,000.00		
						SECTION 2 TOTAL	**R**

SECTION 3 - BULK EARTHWORKS

SECTION 3 - BULK EARTHWORKS							
Part C2: Pricing Data | Transnet Engineering | PPA-124092							
Item	**Scope ID**	**Drawing / Scope Ref.**	**Description**	**Unit**	**Qty**	**Rate (R)**	**Tendered Amount (R)**
3.1.1	SOW-001	Scope 7.3 / Civil drawings	Excavate in soft material and use for fill or dispose as instructed	m3	5,000.00		
3.2.1	SOW-001	Scope 5.1, 7.3 / Geotech	Extra over excavation in intermediate material	m3	500.00		
3.2.2	SOW-001	Scope 5.1, 7.3 / Geotech	Extra over excavation in hard rock	m3	100.00		
3.3.1	SOW-001	Scope 7.3 / Geotech	Keep excavations free of water	item	1.00		
3.3.2	SOW-001	Scope 7.3 / Geotech	Temporary lateral support to excavations	item	1.00		
3.4.1	SOW-001	Scope 7.3	Import G7 material, place and compact to 97% Mod AASHTO	m3	4,500.00		
3.4.2	SOW-007	Scope 7.4, 12	Compaction testing of imported and placed material	No	30.00		
3.5.1	SOW-001	Scope 7.2	Proof and protect existing services in excavation zones	item	1.00		
						SECTION 3 TOTAL	**R**

SECTION 4 - PILING

SECTION 4 - PILING							
Part C2: Pricing Data | Transnet Engineering | PPA-124092							
Item	**Scope ID**	**Drawing / Scope Ref.**	**Description**	**Unit**	**Qty**	**Rate (R)**	**Tendered Amount (R)**
4.1	SOW-004	Scope 8 / Pile drawings	Establish and de-establish piling plant	sum	1.00		
4.2	SOW-004	Scope 4, 8 / Pile drawings	Move equipment and set up at each pile position	No	150.00		
4.3	SOW-004	Scope 8	Piling plant standing time when instructed	h	40.00		
4.4.1	SOW-004	Scope 8 / Geotech	Auger or bore pile holes, diameter per final design, depth up to 5 m	m	50.00		
4.4.2	SOW-004	Scope 8 / Geotech	Auger or bore pile holes, over 5 m up to 10 m	m	1,400.00		
4.4.3	SOW-004	Scope 8 / Geotech	Auger or bore pile holes, over 10 m up to 15 m	m	50.00		
4.4.4	SOW-004	Scope 8 / Geotech	Auger or bore pile holes, over 15 m	m	20.00		
4.5.1	SOW-004	Scope 8 / Pile drawings	Mild steel reinforcement in cast-in-situ piles	t	3.00		
4.5.2	SOW-004	Scope 8 / Pile drawings	High tensile steel reinforcement in cast-in-situ piles	t	65.00		
4.6.1	SOW-004	Scope 9.2 / Pile drawings	30 MPa concrete in cast-in-situ piles	m3	100.00		
4.7.1	SOW-004	Scope 8	Trim piles to approved cut-off level	No	150.00		
4.8.1	SOW-004	Scope 8, 12	Pile integrity testing	Item	1.00		
4.8.2	SOW-004	Scope 8, 12	Pile load testing	Item	1.00		
						SECTION 4 TOTAL	**R**

SECTION 5 - STRUCTURAL CONCRETE

SECTION 5 - STRUCTURAL CONCRETE							
Part C2: Pricing Data | Transnet Engineering | PPA-124092							
Item	**Scope ID**	**Drawing / Scope Ref.**	**Description**	**Unit**	**Qty**	**Rate (R)**	**Tendered Amount (R)**
5.1.1	SOW-001	Scope 9.2 / Structural drawings	50 mm blinding concrete to foundation trenches, 10Mpa	m2	5,500.00		
5.1.2	SOW-001	Scope 9.2 / Structural drawings	30 MPa, 19 mm aggregate structural concrete	m3	2,000.00		
5.2.1	SOW-001	Scope 9 / Structural drawings	Rough formwork	m2	900.00		
5.2.2	SOW-001	Scope 9 / Structural drawings	Smooth off-shutter formwork	m2	5,200.00		
5.2.3	SOW-001	Scope 9 / Structural drawings	Formwork to narrow widths up to 300 mm	m	2,000.00		
5.3.1	SOW-001	Scope 9 / Structural drawings	Mild steel reinforcement	t	50.00		
5.3.2	SOW-001	Scope 9 / Structural drawings	High tensile steel reinforcement	t	250.00		
5.4.1	SOW-001	Scope 9.4 / Structural drawings	Expansion joints, approved width and complete joint system	m	600.00		
5.5.1	SOW-007	Scope 9.3, 12	Concrete cubes and specified routine testing	set	30.00		
5.5.2	SOW-007	Scope 9.4, 15	As-built wall alignment and crest-level survey	item	1.00		
					SECTION 5 TOTAL		**R**

SECTION 6 - NEW ANTI-CLIMB FENCE

SECTION 6 - NEW ANTI-CLIMB FENCE							
Part C2: Pricing Data | Transnet Engineering | PPA-124092							
Item	**Scope ID**	**Drawing / Scope Ref.**	**Description**	**Unit**	**Qty**	**Rate (R)**	**Tendered Amount (R)**
6.1.1	SOW-005	Scope 10 / Final fence drawing	Supply and install 1 500 mm high anti-climb welded-mesh fence above wall, complete	m	900.00		
6.1.4	SOW-005	Scope 10	Product samples, shop drawings and fixing calculations	item	1.00		
6.1.5	SOW-005	Scope 10.1, 15	Final fence inspection, snagging and handover records	item	1.00		
						SECTION 6 TOTAL	**R**

SECTION 7 - ELECTRICAL AND AREA LIGHTING

SECTION 7 - ELECTRICAL AND AREA LIGHTING							
Part C2: Pricing Data | Transnet Engineering | PPA-124092 | Revision 003							
Item	**Scope ID**	**Drawing / Scope Ref.**	**Description**	**Unit**	**Qty**	**Rate (R) - Bidder**	**Tendered Amount (R) - Bidder**
7.1.1	SOW-006	Scope 11.5	Contractor three-phase electrical design, calculations, phase load schedule, IFC drawings and as-built drawings	sum	1		
7.1.2	SOW-006	Scope 11.2	200 W industrial LED floodlights, minimum IP66, complete with drivers and final connection tails	No	46		
7.1.3	SOW-006	Scope 11.2	Corrosion-resistant wall brackets, fixings and local junction arrangements	No	46		
7.2.1	SOW-006	Scope 11.3	Underground three-phase feeder cable from existing 400/230 V supply source to main lighting DB, complete	m	33		
7.2.2	SOW-006	Scope 11.3	Underground three-phase distribution cable along the wall length, complete	m	990		
7.2.3	SOW-006	Scope 11.3	Single-phase final-circuit cable from sectional distribution to luminaires, balanced across L1, L2 and L3	m	1012		
7.2.4	SOW-006	Scope 11.3	Underground trenching, bedding, marker tape, sleeves, ducts, draw pits, route markers, backfilling, compaction and reinstatement from source and along wall	m	1023		
7.2.5	SOW-006	Scope 11.3	Underground cable crossings and heavy-duty mechanical protection where required	item	1		
7.3.1	SOW-006	Scope 11.4	Main three-phase lighting DB, weatherproof, complete with main protection, SPD,	No	1		

			contactors, phase indication and 20% spare capacity				
7.3.2	SOW-006	Scope 11.3-11.4	Sectional three-phase weatherproof lighting DBs or feeder pillars, complete	No	3		
7.3.3	SOW-006	Scope 11.4	Day/night photocell control sets with AUTO/OFF/MANUAL selector and contactors	No	4		
7.3.4	SOW-006	Scope 11.3-11.6	Phase identification, circuit labels, phase load schedule and final phase-balancing adjustment	sum	1		
7.4.1	SOW-006	Scope 11.4	Earthing, bonding, surge and lightning-protection system complete	sum	1		
7.5.1	SOW-006	Scope 11.6	Inspection, testing, commissioning, phase-sequence and phase-balance tests, COC and night lighting survey	sum	1		
7.5.2	SOW-006	Scope 11.6	Electrical O&M manuals, warranties, phase load schedules, circuit schedules and handover dossier	sum	1		
						SECTION 7 TOTAL	**R**

SECTION 8 - COMPLETION, HANDOVER AND SUPPORTING RECORDS

SECTION 8 - COMPLETION, HANDOVER AND SUPPORTING RECORDS							
Part C2: Pricing Data | Transnet Engineering | PPA-124092							
Item	**Scope ID**	**Drawing / Scope Ref.**	**Description**	**Unit**	**Qty**	**Rate (R)**	**Tendered Amount (R)**
8.1.1	SOW-007	Scope 15.1	Indexed quality dossier and NCR close-out register	item	1.00		
8.1.2	SOW-004	Scope 15.1	Pile dossier and as-built pile schedule	item	1.00		
8.1.3	SOW-001	Scope 15.1	Concrete dossier, test results and remedial records	item	1.00		
8.1.4	SOW-005	Scope 15.1	Fence product, coating and installation records	item	1.00		
8.1.5	SOW-008	Scope 15.2	Final snag correction, cleaning and Site reinstatement	item	1.00		
8.1.6	SOW-008	Scope 15.1	Operation and maintenance information and warranties	item	1.00		
						SECTION 8 TOTAL	**R**

SUMMARY OF COSTS		
Construction of Flood Mitigation Structure Along Mhlathuzana Canal | PPA-124092		
Schedule	**Description**	**Amount (R)**
1	01 P&G	
2	02 Site & Fence Removal	
3	03 Earthworks	
4	04 Piling	
5	05 Concrete	
6	06 New Fence	
7	07 Electrical	
8	08 Handover	
	SUBTOTAL EXCLUDING VAT	**R**
	VAT	**R**
	TOTAL INCLUDING VAT	**R**

Transnet Engineering
Tender Number: TE/2026/06/2121/6700 RFP
Description of the Works: For the construction of the flood mitigation structure including all associated infrastructure along Mhlathuzana Canal on a once-off basis for a period not exceeding ten (10) months

PART 3: WORKS INFORMATION

Document reference	Title	No of pages
C3	Works Information	
C4	Site information	

PART 3: WORKS INFORMATION

3.1.

1. WORKS INFORMATION

TRANSNET
engineering

SCOPE OF WORKS FOR THE CONSTRUCTION OF THE FLOOD MITIGATION STRUCTURE ALONG MHLATHUZANA CANAL FOR THE TRANSNET ENGINEERING DURBAN MAIN PLANT AT 311 SOLOMON MAHLANGU DRIVE

Document control	Details
Reference number	MAI_FIM_DBN_SPEC_001
Document number	FAI_DBN_SPEC_001
Revision	005
Effective Date	09 September 2026

The information contained herein is the sole property of Transnet Engineering. It may not be used, disclosed, or reproduced in part or whole in any manner, except with the written permission of and in a manner permitted by the proprietors.

Document Authorities

Division	Transnet Engineering
Department Affected	FIM
Effective date	09 September 2026
Compiled by	Stanley Mchunu
Designation	Project Manager
Signature & Date	09.09.2026
Reviewed by	Mzwenkosi Mapuko
Designation	Senior Project Manager
Signature & Date	09.09.2026
Reviewed by	Similo Mthembu
Designation	Manager: Safety
Signature & Date	09.09.2026
Reviewed by	Silondile Mbele
Designation	Specialist - Environmental
Signature & Date	09.09.2026
Approved by	Mhlonipheni Nxumalo
Designation	Executive Manager - FIM
Signature & Date	09/09/2026

Transnet Engineering
Tender Number: TE/2026/06/2121/6700 RFP
Description of the Works: For the construction of the flood mitigation structure including all associated infrastructure along Mhlathuzana Canal on a once-off basis for a period not exceeding ten (10) months

Table of Contents

Section	Description	Page
	Document Authorities	4
1	Project Background and Business Need	5
2	Definitions and Contractual Hierarchy	5
2.1	Definitions	5
3	Order of Precedence	6
4	Scope Outcomes and Key Parameters	7
5	Employer-Provided Information	8
5.1	Geotechnical Site Information	8
6	Contractor General Obligations	9
6.1	Applicable Standards, Regulations and Codes	9
7	Civil Engineering Works	13
7.1	Existing Fence Removal and Site Clearance	13
7.2	Existing Services	13
7.3	Earthworks and Excavations	14
7.4	Civil Acceptance Evidence	14
8	Piling Works	15
8.1	Minimum Piling Controls	15
9	Structural Concrete Works	17
9.1	General	17
9.2	Concrete Classes	17
9.3	Quality Controls	18
9.4	Wall Crest and Continuity Acceptance	18
10	Anti-Climb Fence Works	19
10.1	Fence Acceptance	19
11	Electrical and Area-Lighting Works	20
11.1	Minimum Scope	20
11.2	Contractor Electrical Design and Drawings	21
11.3	Controls, Protection and Distribution Boards	21
11.4	Electrical Supply and Cable Schedule	22
11.5	Testing, Commissioning and Handover	22
11.6	Commercial Pricing Control	22
12	Quality, Inspection and Testing	23

Transnet Engineering
Tender Number: TE/2026/06/2121/6700 RFP
Description of the Works: For the construction of the flood mitigation structure including all associated infrastructure along Mhlathuzana Canal on a once-off basis for a period not exceeding ten (10) months

Section	Description	Page
12.1	Minimum Inspection and Test Plan Content	23
12.2	Nonconformance	23
13	Health, Safety and Environmental Requirements	24
13.1	Environmental Management	24
13.2	Waste Management	25
13.3	Health and Safety Management	25
13.3.1	Excavation and Earthworks Safety	25
13.3.2	Working Adjacent to the Mhlathuzana Canal	26
13.3.3	Plant and Equipment Safety	26
13.3.4	Electrical Safety	26
13.3.5	Access Control and Site Security	26
13.3.6	Emergency Preparedness	27
13.3.7	HSE Performance Monitoring	27
13.3.8	HSE Handover Requirements	27
13.4	Temporary Fencing and Screening	27
14	Programme, Interfaces and Reporting	27
14.1	Programme Content	27
14.2	Reporting	27
15	Completion, Handover and Acceptance	28
15.1	Handover Dossier	28
15.2	Final Acceptance Criteria	28
16	Requirement Traceability Schedule	28
Annexure D	Controlled Drawing Register	28

Transnet Engineering
Tender Number: TE/2026/06/2121/6700 RFP
Description of the Works: For the construction of the flood mitigation structure including all associated infrastructure along Mhlathuzana Canal on a once-off basis for a period not exceeding ten (10) months

1. Project Background and Business Need

Durban Main Centre is an administrative and operational facility of Transnet Engineering in KwaZulu-Natal. Flooding in April 2022 affected buildings, workshop bays, internal roads and sidewalks, created sinkholes and restricted access and use of parts of the Centre.

The business need is to reduce the risk of floodwater from the adjacent Mhlathuzana Canal entering the Centre by constructing an integrated flood mitigation barrier and associated civil, structural, fencing, lighting, electrical, testing and handover works.

Required outcome

- The completed barrier must form a continuous, inspectable flood-mitigation system along with the approved alignment.
- The wall crest must achieve the approved design level shown on the controlled drawings and must not contain unintended low points.
- The works must be safely constructed in a brownfields operational environment and must protect known services and adjacent assets.
- All civil, structural, fencing and electrical interfaces must be complete, tested and documented at handover.
- The completed works must be capable of contract administration, measurement, payment certification and defect correction using the approved documents.

2. Definitions and Contractual Hierarchy

Term	Meaning
Employer	Transnet Engineering.
Contractor	The successful tenderer appointed to execute the Works.
Project Manager	The person appointed under the contract to administer the contract.
Supervisor	The person appointed to inspect and test the Works under the contract.
Works Information	This specification, project-specific requirements, controlled drawings, Site Information and documents identified in the Contract Data.
Site Information	Information describing the Site, including approved geotechnical information made available to tenderers.
Hold Point	A stage beyond which work may not proceed until the specified evidence has been accepted.
Requirement ID	The unique identifier used to trace the Scope requirement to evaluation, pricing, evidence and acceptance.

3. Order of precedence

The final tender documents must state one verified order of precedence. Subject to contractual verification, the intended hierarchy is Contract Data and conditions of contract; project-specific Works Information; controlled project drawings; project-specific specifications; applicable standard specifications; and general technical references. Project-specific requirements prevail over general references where expressly stated. Measurement and payment are governed by the approved Contract Data and Pricing Data.

No unresolved template instruction or bracketed drafting note may remain in the tender issue version.

4. Scope Outcomes and Key Parameters

ID	Requirement	Baseline parameter	Acceptance basis
SOW-001	Flood mitigation wall	Approximately 900 m reinforced-concrete wall along the approved alignment; nominal exposed height approximately 2.6 m, subject to controlled design drawings	As-built survey, controlled drawings, and structural acceptance records
SOW-002	Platform and wall level	Platform and wall levels as shown on controlled drawings; wall crest design level presently identified as 8.1 m amsl	Independent as-built survey; no point below approved design level, subject to stated tolerance
SOW-003	Existing fence	Careful removal of approximately 500 m, with measured portions stored, relocated, reinstalled or disposed of as instructed	Measured records, condition register and Supervisor acceptance
SOW-004	Piling	Nominal 150 pile positions, nominal 10 m design depth and 6 m spacing, subject to final drawings and geotechnical information	Pile records, founding acceptance, testing and as-built schedule
SOW-005	New anti-climb fence	1 500 mm high anti-climb welded-mesh fence continuously installed above the wall for the full confirmed wall length of approximately 900 m. No gates are required.	Approved product data, fixing details, measured installed length, alignment, and final inspection records.
SOW-006	Area lighting and electrical works	Complete contractor-designed three-phase area-lighting installation comprising 46 no. 200 W LED floodlights at nominal 20 m centres over the approximately 900 m wall, mounted 2.0 m above the internal-side finished level. The installation includes a 400/230 V three-phase, four-wire supply from the existing source approximately 30 m from the wall, underground feeder cabling from the source to the wall, underground three-phase distribution cabling along the full wall length, and single-phase luminaire circuits split and balanced across phases L1, L2 and L3, together with controls, earthing, testing, commissioning and as-built drawings.	Approved three-phase load schedule and electrical design, phase-balance calculation, cable and voltage-drop calculations, issued-for-construction drawings, product data, underground cable-route inspections, test results, COC, night survey and handover dossier.

5. Employer-Provided Information

The Employer will issue the following controlled information to all tenderers on the same basis:

- Approved Site Information, including the geotechnical report, groundwater observations, material profiles, limitations and contractual ground-risk assumptions.
- Controlled civil, structural and electrical drawings with unique drawing numbers, titles, sheet numbers, revisions and tender issue status.
- Approved Contract Data, Tender Data, Pricing Data and returnable schedules.
- Known-services information available to the Employer, clearly identified as information to be verified by the Contractor.
- The applicable CIDB contractor grading designation is Grade 7 CE. Tenderers must hold a valid CIDB grading of 7 CE or higher at tender closing, and the grading must be verified in the CIDB Register of Contractors before award.

5.1 Geotechnical Site Information

The geotechnical report is available to tenderers. Any stated provisional quantities for intermediate material, hard rock, groundwater, obstructions, additional pile depth or temporary support must be priced in the corresponding BOQ items. The final contract must define how conditions materially different from the Site Information are administered.

NB: The appointed bidder/supplier to verify the Geotechnical assessment prior to construction designs and any works take place.

6. Contractor General Obligations

- The supplier to acquire for any Authorisations or Licences that might be required prior to any works start
- Provide all labour, supervision, temporary works, equipment, plant, materials, consumables, transport, testing, documentation and incidental work necessary to complete the Works, except items expressly identified as Employer-provided.
- Validate setting-out information and record existing and final levels on survey drawings.
- Prepare a photographic and written pre-condition survey of adjacent assets before commencing physical work.
- Locate and protect known services and follow the approved process for unidentified services.
- Use new and compliant materials unless the Works Information expressly permits reuse.
- Submit product data, certificates, method statements, inspection and test plans, temporary-works information and shop drawings before the related work begins.
- Maintain the Site in a safe, orderly condition and prevent debris, silt, concrete washout, fuels or contaminants from entering the canal.
- Coordinate subcontractors and remain responsible for the entire Works.
- Provide all completion, testing and handover records required in Section 15.

6.1 Applicable Standards, Regulations and Codes

The Contractor shall execute all works in accordance with the latest editions of the Occupational Health and Safety Act (Act 85 of 1993), Construction Regulations, National Environmental Management Act, National Water Act, CIDB Regulations, SANS 10142-1, SANS 10160, SANS 2001, applicable SANS 1200 Specifications, relevant COTO Specifications, and all Transnet Engineering standards, procedures and permits applicable to the Works.

Legislation and Regulations

Occupational Health and Safety Act, Act 85 of 1993.

Construction Regulations, 2014 (as amended).
Electrical Installation Regulations.
Driven Machinery Regulations.
General Safety Regulations.
National Environmental Management Act, Act 107 of 1998 (NEMA).
National Environmental Management: Waste Act, Act 59 of 2008.
National Environmental Management Act: Biodiversity Act: Act 10 of 2004
National Environmental Management Act: Protected Area Act, 57 of 2003
National Water Act, Act 36 of 1998.
National Environmental Management: Integrated Coastal Management Act No. 24 of 2008
Construction Industry Development Board Act (CIDB) and Regulations.
Local Authority By-Laws and Statutory Requirements.
All applicable Transnet Engineering Standards, Procedures and Permit-to-Work Requirements.

Civil Engineering Works

SANS 1200 Series: Standardized Specifications for Civil Engineering Construction.
SANS 2001 Series: Construction Works Specifications.
COTO Standard Specifications for Road and Bridge Works.
Applicable SAICE Guidelines and Recommended Practice Manuals.
TRH, TMH and COLTO guidelines where applicable.

Transnet Engineering
Tender Number: TE/2026/06/2121/6700 RFP
Description of the Works: For the construction of the flood mitigation structure including all associated infrastructure along Mhlathuzana Canal on a once-off basis for a period not exceeding ten (10) months

Geotechnical, Earthworks and Piling

- SANS 10160 Series: Basis of Structural Design and Actions for Buildings and Industrial Structures.
- SANS 2001-BE1: Earthworks.
- Applicable Geotechnical Investigation and Foundation Design Standards.
- ECSA and SAICE Guidelines for Foundation and Piling Works.

Structural Concrete and Reinforcement

- SANS 10100 (where applicable and referenced by the design).
- SANS 10160 Series.
- SANS 2001-CC1: Concrete Works.
- SANS 5861 Series: Methods of Testing Concrete.
- SANS 920: Steel Reinforcement for Concrete.
- SANS 282: Welded Steel Fabric for Reinforcement of Concrete.

Fencing and Corrosion Protection

- SANS 10244 Series: Steel Wire and Wire Products Coatings.
- SANS 675: Protective Coatings for Fabricated Steelwork.
- Manufacturer's Installation Specifications and Performance Requirements for Anti-Climb Security Fencing.

Electrical and Area Lighting Installations

- SANS 10142-1: The Wiring of Premises.
- SANS 10313: Protection Against Lightning.
- SANS 60598 Series: Luminaires.
- SANS 62271 Series: High-Voltage Switchgear and Control gear.
- Occupational Health and Safety Electrical Installation Regulations.
- Requirements for Certificates of Compliance (CoC), testing, commissioning and handover documentation.

Environmental Management Requirements

Transnet Engineering
Tender Number: TE/2026/06/2121/6700 RFP
Description of the Works: For the construction of the flood mitigation structure including all associated infrastructure along Mhlathuzana Canal on a once-off basis for a period not exceeding ten (10) months

The Contractor shall undertake an environmental screening assessment to identify and confirm all applicable environmental legal requirements associated with the proposed works, including any Environmental Authorisations, licences, permits, approvals, registrations, and consents that may be required in terms of applicable legislation.

The Contractor shall ensure that all necessary Environmental Authorisations, licences, permits, and statutory approvals are obtained from the relevant competent authorities prior to the commencement of any construction, site establishment, or related project activities. No regulated activity requiring prior approval shall commence until the required authorisation, or permit has been duly issued.

The activities listed below may trigger the requirement for Environmental Authorisations, licences, permits, or other regulatory approvals. This list is not exhaustive, and the Contractor shall be responsible for determining and obtaining all approvals necessary for the lawful execution of the works:

Legislation requirements	**Applicability**	**Permit/Authorisation**
NEMA EIA Regulations: Listing Notice 1, Activity 12 (*The development of infrastructure or structures with a physical footprint of 100 m² or more occurring within a watercourse, within 32 metres of a watercourse measured from the edge of the watercourse (where no development setback exists), or within a prescribed development setback*.	This may apply where floodwall infrastructure and associated works meet the prescribed footprint threshold and occur within a watercourse, an adopted development setback, or the applicable distance from the edge of a watercourse.	Environmental Authorisation, where triggered, or documented confirmation that the activity is not triggered.
NEMA EIA Regulations: Listing Notice 3, Activity - *The development of or (ii) infrastructure or structures with a physical footprint of 10 square meters or more; where such development occurs (a) within a watercourse; (b) in front of a development setback; or (c) if no development setback has been adopted, within 32 metres of a watercourse, measured from the edge of a watercourse.*	This will apply only where the prescribed development threshold, proximity to a watercourse or adopted setback, and the applicable KwaZulu-Natal geographical sensitivity criteria are all met.	Environmental Authorisation, where triggered, or documented specialist screening confirming non-applicability.
National Water Act Section 21(c) - *Impeding or diverting the flow of water in a watercourse.*	Floodwall and temporary works may impede or divert the flow of water in a watercourse.	A General authorisation or Water use license (WULA) as determined by the competent authority.
National Water Act Section 21 (i) - *Altering the bed, banks, courses or characteristics of a watercourse.*	Excavation, piling, foundations, bank protection or other works may alter the bed, banks, course or characteristics of a watercourse.	A General authorisation or Water use license (WULA) as determined by the competent authority.
National Water Act Section 21 (j) - *Removal, discharge or disposal of groundwater encountered during excavation, piling, foundation construction or other construction activities where dewatering is necessary for the efficient continuation of the works or the safety of personnel.*	May apply where groundwater encountered during excavation or piling must be removed, discharged or disposed of.	A General authorisation or Water use license (WULA) and approved dewatering and discharge methods
Durban Metropolitan Open Space System (D'MOSS) and eThekwini Municipal Land Use	May apply where the works overlap a mapped D'MOSS	Municipal environmental approval and/or supporting

	area, river corridor, wetland, floodplain, ecological support area or other municipal environmental control area. The floodwall proposal may trigger D'MOSS requirements where: • The footprint falls within a mapped D'MOSS area. • Construction occurs within a river corridor, wetland, floodplain or ecological support area. • Vegetation removal is required. • Excavation, piling or earthworks could affect ecological functioning or biodiversity.	specialist studies, where required by the eThekwini Municipality.

Survey and As-Built Information

- Applicable South African Land Survey Standards.
- South African Geomatics Council Requirements.
- Engineering Survey Requirements for Setting Out and As-Built Surveys.

SPECIFIC TECHNICAL REQUIREMENT

7. Civil Engineering Works

7.1 Existing fence removal and site clearance

- Prepare a measured condition schedule of the existing fence before removal.

- Carefully dismantle the instructed portions for reuse. Separate, label and store reusable materials to prevent damage.
- Relocate or reinstall measured portions only at locations instructed through the contract.
- Dispose of unusable material at an approved facility and provide disposal records.
- Clear and grub the approved working area to the limits on the drawings. Remove vegetation and debris without uncontrolled burning.

7.2 Existing services

- Prove known services before excavation and protect them throughout the Works.
- Immediately stop affected work and notify the Project Manager and Supervisor when an unidentified service is encountered.
- Do not alter, disconnect, uplift or repair a service without the required instruction and authorization.
- Record verified service positions in the as-built information.

7.3 Earthworks and excavations

- Excavate to the lines and levels shown on the controlled drawings.
- Classify and measure excavation according to the approved Pricing Data.
- Soft, intermediate and hard rock quantities must be distinguished where separate BOQ items are provided.
- Keep excavations safe and free of water. Design, provide and monitor temporary lateral support where required.
- Do not use clay as backfill. Imported material must meet the approved material class and compaction requirement stated in the drawings and BOQ.
- Place backfill in controlled layers and test compaction at the frequency stated in the inspection and test plan.
- Dispose of excess, contaminated or hazardous material only at an authorized facility and submit the required certificates.

7.4 Civil acceptance evidence

Activity	**Minimum evidence**	**Acceptance point**
Fence removal	Measured condition register, photographs, storage, and disposal records	Before new works obstruct verification
Clearing	Surveyed limits and inspection record	Before earthworks
Excavation	Level survey, material classification and temporary-support inspection	Before foundations or blinding
Backfill	Source certificates, layer records and compaction test results	Before covering and at completion
Disposal	Authorized disposal documentation	Monthly and at completion

8. Piling Works

- Piling and wall construction must comply with controlled Drawings TE-RET-001-1 and TE-RET-001-301, the approved geotechnical Site Information, the structural design, this specification and the applicable standards. The

current design basis is approximately 895 m to 900 m of reinforced-concrete wall, nominally 149 to 150 pile positions, pile spacing generally 6 m, and nominal pile depth of 10 m, subject to the final engineer-approved pile schedule and founding criteria.

8.1 Minimum piling controls

- Confirm pile number, position, diameter, reinforcement, design depth, founding criterion and cut-off level from the controlled drawings.
- Submit a project-specific piling method statement, plant details, proposed sequence, obstruction procedure, concrete-placement method and records format.
- Set out and survey every pile position.
- Obtain acceptance of founding conditions or termination criteria by the authorized professional before completing each pile where the design requires such acceptance.
- Maintain a pile installation record for every pile, including date, location, depth, encountered strata, groundwater, concrete volume, reinforcement, interruptions and anomalies.
- Testing shall include low-strain pile integrity testing on 100% of production piles. For pricing, allow for 150 integrity tests. Static load testing shall comprise one preliminary sacrificial or trial load test before production piling and three working-pile verification load tests, distributed along the wall alignment.
- The Engineer may revise the final test locations or frequency in response to pile records, anomalies or ground conditions. All tests must be undertaken and reported by an independent competent testing entity, and no affected pile cap or ground beam work may proceed until the relevant results are accepted.
- Load tests must be carried out to the approved test method and test load stated by the Structural Engineer. The Contractor must include reaction systems, instrumentation, calibrated certificates, access, attendance, reinstatement, and signed reports.
- Any pile with an anomalous integrity result must be investigated and, where instructed, subjected to supplementary testing or remedial work at the Contractor’s cost where non-compliance is confirmed.
- Trim piles to the approved cut-off level without damaging reinforcement or sound concrete.

9. Structural Concrete Works

9.1 General

All structural concrete work must comply with the project-specific drawings as per **Annexure D: Controlled Drawing Register**, approved concrete specification and the applicable referenced standards. Measurement and payment provisions in general technical standards apply only where adopted in the approved Pricing Data.

The flood mitigation wall shall be constructed in nominal 6 m long reinforced concrete panels separated by 10 mm vertical movement joints as detailed on Drawing TE-RET-001-300. These joints shall function as crack-control and minor movement joints.

Full expansion joints shall be provided only where specifically indicated on the approved structural drawings.

All movement joints shall incorporate approved waterstops and sealant systems to maintain the continuity and watertight integrity of the flood mitigation barrier.

9.2 Concrete classes

Application	**Tender baseline**
Blinding concrete	50 mm thick; concrete strength of 10Mpa as per approved design
Cast-in-situ piles	30 MPa, 19 mm aggregate
Reinforced wall and structural elements	30 MPa, 19 mm aggregate
Non-shrink grout	Approved project-specific strength and application

9.3 Quality controls

- Submit a project quality plan and concrete inspection and test plan before concrete work starts.
- Submit approved mix designs, constituent certificates and trial information where required.
- Do not place concrete until excavation, founding surface, formwork, reinforcement, cover, embedded items and construction joints have passed the relevant hold point.
- Maintain daily concrete records including pour location, date and time, grade, supplier, batch references, slump, test samples, curing method, formwork removal and test results.
- Cure concrete for the approved period and by an approved method appropriate to the material and environmental conditions.
- Repair defects only to an accepted remedial method. Do not conceal defects before inspection.
- Provide an as-built survey of wall alignment, crest level and relevant dimensions.

9.4 Wall crest and continuity acceptance

- The completed wall must form a continuous barrier at the approved alignment and crest level, including joints, interfaces, penetrations and end tie-ins.
- Acceptance requires an as-built survey identifying chainage, coordinates and crest levels at the specified intervals and all changes in direction or level.
- No surveyed point may be below the approved design level, subject only to the final stated tolerance.

10. Anti-Climb Fence Works

- Provide a supplier-neutral anti-climb welded-mesh fence system, 1 500 mm high above the completed wall, continuously along the approximately 900 m wall length confirmed by final measurement. No gates are required.
- Include panels, posts, brackets, caps, clamps, tamper-resistant fixings, end treatments and all accessories necessary for a complete installation.
- Include panels, posts, brackets, caps, clamps, tamper-resistant fixings, end treatments, and all accessories necessary for a completed system.
- Provide coating and corrosion-protection performance suitable for the stated site environment.
- Submit product data, samples where required, shop drawings and structural fixing calculations for acceptance before manufacture or installation.
- Coordinate inserts and fixings with reinforcement and concrete work.
- Unapproved drilling that may affect reinforcement is prohibited.
- Install to the approved line, level, height, post spacing and fixing detail.
- Repair damaged protective coatings using an accepted method.

10.1 Fence acceptance

Check	**Evidence**
Height and installed length	Measurement record by chainage
Post spacing and alignment	Inspection checklist and survey where required
Fixings and brackets	Approved detail and inspection record
Corrosion protection	Manufacturer certificate and repaired-area inspection
Gates and end treatments	Functional inspection and snag closure

11. Electrical and Area-Lighting Works

The Contractor shall design, supply, deliver, install, test, commission and hand over a complete area-lighting and electrical installation for the flood mitigation wall. The installation shall comply with SANS 10142-1, SANS 60598, SANS 10313 and all applicable statutory, Transnet Engineering and manufacturer requirements. The Contractor remains responsible for final cable sizing, discrimination, fault-level verification, voltage-drop compliance, protection coordination, earthing, lightning and surge protection, photometric performance and certification.

11.1 Minimum scope

- Lighting equipment, supports, high masts or other structures shown on the final drawings.
- Foundations, mounting arrangements, conduits, cable routes, cables, terminations and associated civil reinstatement.
- Distribution boards or kiosks included in the final design.
- Earthing and lightning protection for new and affected installations.
- Factory Acceptance Testing for designated boards or kiosks where specified.
- Site inspection, testing, commissioning and issue of applicable Certificates of Compliance.
- RMD 9 certificates for high masts where applicable to the final design.
- Night lighting survey using the approved measurement grid and performance criteria.
- As-built drawings, circuit schedules, test sheets, certificates, operation information and maintenance information.

11.2 Commercial Pricing Control

- Inspect and test the complete three-phase installation in accordance with SANS 10142-1 and the approved inspection and test plan. Testing must include continuity, insulation resistance, polarity, phase sequence, earth continuity, earth-electrode resistance where applicable, protective-device operation, measured phase loading and phase balance, functional operation of photocells and contactors, DB verification, underground cable test results, luminaire operation, night aiming and lighting survey.
- Submit signed test sheets, calibration certificates, Certificate of Compliance, commissioning report, approved phase load schedule, as-built drawings, circuit schedules, operating instructions, warranties, and maintenance data.

11.3 Testing, Commissioning and Handover

- Drawings must be prepared and signed by a professionally registered competent electrical engineer or technologist where required, submitted for review before procurement or construction, revised to issued-for-construction status after acceptance, and updated as accurate as-built drawings at handover. Employer review does not relieve the Contractor of design responsibility.
- The Contractor shall provide the complete three-phase electrical design for the new installation. Deliverables shall include design calculations, a phase-by-phase load schedule, maximum-demand assessment, phase-balance calculation, voltage-drop calculations, fault-level and protection-selection calculations, discrimination study where applicable, earthing design, surge and lightning-protection design, cable schedule, DB schedules, single-line diagram identifying L1, L2 and L3 circuit allocation, underground cable-routing and trench drawings, luminaire layout, mounting details, control schematic, photometric calculations and construction details.

11.4 Contractor Electrical Design and Drawings

- Provide earthing and bonding of all exposed conductive parts, poles, or brackets, DBs, cable armour and associated metalwork. Provide lightning and surge protection appropriate to the final risk assessment and installation layout.
- Lighting control shall be automatic by adjustable day/night photocell sensors operating contactors, with selector control for AUTO/OFF/MANUAL operation. Sensors must be positioned to avoid false operation from the controlled luminaires. Manual override must be located in the main DB and must not defeat protective devices.
- Provide a complete main lighting DB and all required sectional DBs, including lockable weatherproof enclosures, main isolators, suitably rated MCBs or MCCBs, earth-leakage protection where required, contactors, surge-protection devices, neutral and earth bars, circuit labels, schedules, and spare capacity of at least 20%.

11.5 Controls, Protection and Distribution Boards

- Provide the complete underground cable installation from the existing supply point to the wall and along the full wall length, including route proving, excavation, trenching, compliant bedding, protective covers or sleeves, marker tape, route markers, ducts at crossings, draw pits where required, cable glands, lugs, ferrules, junction boxes, labels, testing, backfilling, compaction and reinstatement. Underground cable depth and mechanical protection shall comply with the approved design and SANS 10142-1. Cable routes must be coordinated with structural reinforcement, foundations, and existing services.
- Arrange the wall lighting in not fewer than six final circuits supplied from the three-phase distribution system. Divide the 46 single-phase 200 W luminaires as evenly as practicable across phases L1, L2 and L3, with the final connected load not exceeding an acceptable phase imbalance demonstrated in the approved load schedule. No final circuit may serve more than eight luminaires. Clearly identify the phase serving every luminaire and circuit on the DB schedules, single-line diagram, luminaire layout, and as-built drawings. Provide sectional weatherproof distribution points where required to maintain compliant voltage drop and fault protection. All outdoor enclosures shall be minimum IP65 and corrosion resistant.
- Minimum tender cabling basis: provide three-phase, four-wire copper XLPE/SWA/PVC feeder and distribution cabling, complete with a separate protective earth conductor where required by the approved design. Allow for 33 m of underground feeder route from the existing supply source to the main lighting DB, comprising the approximately 30 m route plus 10% routing and termination allowance. Allow for 990 m of underground three-phase distribution cable along the wall, comprising the approximately 900 m wall route plus 10% routing and termination allowance. Final connections from the three-phase distribution system to each 230 V luminaire shall be single-phase and arranged sequentially across phases L1, L2 and L3. All cable conductor sizes are subject to the Contractor's signed load, voltage-drop, fault-level, disconnection-time, and protection-coordination calculations.
- The nearest identified power-supply point is approximately 30 m from the wall. The installation shall be supplied from a 400/230 V, three-phase, four-wire source. The feeder from the existing source to the new main lighting distribution board at the wall shall run underground for approximately 30 m, following the approved route. The Contractor must verify available capacity, fault level, phase sequence, earthing arrangement, and route before construction.

11.6 Electrical Supply and Cable Schedule

- The contractor shall complete a lighting calculation and night survey demonstrating uniform coverage along the internal wall route and the absence of unacceptable dark zones, glare or spill toward operational rail and adjacent properties. Final aiming angles must be locked after commissioning.

- Each floodlight must be suitable for exposed industrial and coastal service, rated 200 W nominal, 220-240 V AC, minimum IP66, minimum IK08, power factor at least 0.90, minimum system efficacy 100 lm/W, colour temperature 4 000 K to 5 700 K, CRI at least 70, minimum 6 kV surge protection, corrosion-resistant die-cast aluminium housing, stainless-steel fasteners and replaceable control gear where available. Submit product data, photometric files, and warranty information.
- Provide 46 no. 200 W LED floodlights, nominally evenly spaced at 20 m centres along the 900 m wall. The first and last luminaires must be positioned not more than 10 m from the wall ends. Mount each luminaire 2.0 m above the internal-side finished level, measured to the luminaire mounting point, on hot-dip galvanized or corrosion-resistant brackets fixed without damaging structural reinforcement. Final spacing may be reduced where required by the approved photometric design, but may not be increased beyond 20 m without the Employer's acceptance.

12. Quality, Inspection and Testing

- The Contractor must plan, perform, record and submit all inspections and tests necessary to demonstrate compliance.
- Specified compliance testing is included in the tendered rates or designated BOQ items.
- Additional testing instructed outside the specified regime is administered under the contract.

12.1 Minimum Inspection and Test Plan content

Work package	Hold / witness points	Records
Survey and setting out	Baseline acceptance; wall alignment and crest survey	Signed survey reports and coordinates
Earthworks	Excavation, founding level, backfill layers	Inspection records and compaction results
Piling	Set-out, founding/termination, reinforcement, concrete and testing	Individual pile records and test reports
Concrete	Formwork, reinforcement, cover, embeds, pre-pour release, testing and curing	Pour cards, cube results and nonconformance records
Fence	Samples/product evidence, fixing detail and final inspection	Certificates and installation checklist
Electrical	Design review, FAT where applicable, pre-energization and final survey	FAT, test sheets, COCs, RMD 9 where applicable and survey report

12.2 Nonconformance

The Contractor must identify, isolate, record and correct nonconforming work. A proposed concession or repair does not become acceptable until processed under the approved contract and quality procedures. Corrected work remains subject to reinspection and retesting.

13. Health, Safety and Environmental Requirements

- Comply with the applicable health, safety, environmental and railway or operational requirements identified in the final tender documents.
- Submit the required safety health & environmental (SHE) compliance file with a SHE plans, method statements, risk assessments, appointments, permits and emergency arrangements before the relevant work.
- The appointed Contractor shall appoint a competent and suitably qualified Environmental Officer for the duration of the project to monitor environmental performance, verify compliance with the approved Environmental Management Plan (EMP), and ensure the effective implementation of all required environmental mitigation measures.
- Facilitate appointment of Environmental Assessment Practitioner (EAP) and Environmental Control Officer (ECO) should it be required as per legislative requirements prior to construction works NB: The appointment of a EAP and ECO are mandatory legislated requirements.
- Provide edge protection, access control, barricading, temporary lighting and excavation safety appropriate to the work and Site conditions.
- Manage flood, weather and canal-interface risks, including an emergency response and evacuation arrangement.
- Prevent pollution, uncontrolled discharge, concrete washout, siltation and contamination of the canal.
- Manage waste through authorized facilities and retain documentary evidence.
- Coordinate work with Centre operations and maintain approved access routes.

13.1 Environmental Management

The Contractor shall implement a comprehensive Environmental Management Plan (EMP) for the duration of the Contract, ensuring compliance with the National Environmental Management Act (NEMA), National Water Act, Environmental Authorisation conditions and all applicable Department of Water and Sanitation requirements. Particular attention shall be given to protecting the Mhlathuzana Canal and preventing pollution of surrounding watercourses.

The Contractor shall:

- Prevent contamination of the canal from fuels, oils, lubricants, chemicals, concrete washout, and construction waste.
- Implement erosion and sediment control measures before earthworks commence.
- Install silt barriers, sediment traps and stormwater diversion measures where required.
- Prohibit the discharge of contaminated water into the canal.
- Maintain spill response kits at all active work fronts.
- Immediately report and remediate any environmental incident.
- Preserve existing vegetation outside approved construction areas.
- Suppress dust through approved watering or dust-control measures.
- Control construction noise and vibration to minimise disruption to adjacent operations.
- Rehabilitate all disturbed areas upon completion of the works.

13.2 Waste Management

The Contractor shall prepare and implement a Waste Management Plan.

Requirements shall include:

- Segregation of general, recyclable and hazardous waste.
- Use of approved and licensed waste disposal facilities.
- Monthly disposal records and waste manifests.
- Removal of surplus excavated materials from site.
- Prohibition of uncontrolled dumping and open burning.
- Safe management of hydrocarbon-contaminated materials.

Waste disposal certificates shall form part of the handover documentation.

13.3 Health and Safety Management

The Contractor shall comply with the Occupational Health and Safety Act (Act 85 of 1993), Construction Regulations and all Transnet Engineering safety procedures applicable to the Site.

Prior to commencement of work, the Contractor shall submit a safety file consisting of the following documents but not limited to:

- Construction Health and Safety Plan.
- Baseline Risk Assessment.
- Task-specific Risk Assessments.
- Method Statements.
- Legal Appointments.
- Emergency Response Plan.
- Medical Fitness Certificates.
- Training and Competency Records.
- Incident Reporting Procedure.
- Toolbox Talk Programme.

No work shall commence until the required documentation has been reviewed and accepted.

Once the file is approved by the SHE Department the contractor will then be required to undergo a SHE induction session, prior to the commencement of the project.

13.3.1. Excavation and Earthworks Safety

Considering the scale of excavation, piling and earthworks associated with the flood mitigation wall, the Contractor shall:

- Conduct a geotechnical and excavation risk assessment.
- Notify the Department of Labour and Employment within 7 days, on writing prior to the excavation work
- Inspect excavations daily.
- Provide suitable shoring, benching or battering where required.
- Prevent unauthorised access to excavations.
- Install barricading and warning signage.
- Provide safe access and egress from excavations.
- Protect and support exposed services.
- Ensure excavation supervisors are appointed and competent.

All excavation activities shall comply with the Construction Regulations.

13.3.2. Working Adjacent to the Mhlathuzana Canal

Specific controls shall be implemented for canal-interface activities:

- Continuous monitoring of weather forecasts and rainfall warnings.
- Flood emergency response procedures.
- Emergency evacuation routes.
- Safe working distances from canal edges.
- Prevention of materials, debris and waste entering the canal.
- Suitable life-saving equipment where required.
- Provision of canal-side exclusion zones during high-risk activities.
- Erosion and sediment control
- Protection of vegetation and animal protection
- Water quality control

The Contractor shall suspend activities where flood conditions may endanger personnel or infrastructure.

13.3.3. Plant and Equipment Safety

All construction plant shall:

- Be fit for purpose.
- Possess valid inspection certificates.

- Be operated only by competent personnel.
- Undergo daily pre-use inspections.
- Be maintained in accordance with manufacturer requirements.

Special attention shall be given to:

- Piling equipment.
- Cranes.
- Excavators.
- Concrete pumps.
- Mobile elevated work platforms.
- Electrical test equipment.

13.3.4. Electrical Safety

Electrical installations and temporary supplies shall comply with SANS 10142-1 and applicable Electrical Installation Regulations.

The Contractor shall:

- Implement Lock-Out/Tag-Out procedures.
- Protect underground services before excavation.
- Provide Certificates of Compliance upon completion.
- Ensure only authorised persons perform electrical work.
- Conduct testing and commissioning prior to energisation.
- Maintain safe clearances around temporary electrical installations.

13.3.5. Access Control and Site Security

The Contractor shall:

- Establish controlled access points.
- Maintain temporary fencing and barriers.
- Separate construction activities from operational Transnet Engineering areas.
- Maintain safe pedestrian routes.
- Provide warning signage, safety notices and directional signs.
- Protect the public and Transnet personnel from construction activities.

13.3.6. Emergency Preparedness

The Contractor shall establish emergency arrangements including:

- First aid facilities.
- Trained first aiders.
- Fire-fighting equipment.
- Incident reporting procedures.
- Emergency contact lists.
- Flood response procedures.
- Spill response procedures.
- Evacuation drills conducted quarterly.

All emergency arrangements shall be communicated during site induction.

13.3.7. HSE Performance Monitoring

The Contractor shall submit monthly HSE reports detailing:

- Man-hours worked.
- Safety observations.
- Toolbox talks conducted.
- Environmental inspections completed.
- Incidents and near misses.
- Waste disposal records.
- Corrective actions and close-out status.
- Audit findings and improvement actions.

The Employer reserves the right to conduct audits and inspections at any time during the Contract.

13.3.8. HSE Handover Requirements

At project completion, the Contractor shall submit an HSE Close-Out Dossier containing:

- Approved HSE Plans.
- Risk Assessments and Method Statements.
- Environmental Inspection Records.
- Environmental Authorisation/Licences
- All correspondences with relevant stakeholders i.e. authorities, interested and affected parties, etc.
- Specialist studies/reports
- Waste Disposal Certificates.
- Incident Registers.

- Training and Induction Records.
- Emergency Drill Records.
- Audit Reports.
- Environmental Rehabilitation Records.
- Final Site Reinstatement Acceptance Documentation.

Acceptance of the HSE Close-Out Dossier shall form part of the final project handover requirements.

13.4 Temporary fencing and screening

Where temporary perimeter control, screening or public protection is required, the requirement must be described by function, extent, height, material, duration, access points, inspection and removal. The ambiguous generic term "hoarding" must not be used without this definition. The corresponding BOQ item must state the same requirement.

14. Programme, Interfaces and Reporting

The contractual completion period must be stated once in the approved Contract Data and used consistently in the Scope, Technical Evaluation Criteria and BOQ. The current ten-month BOQ baseline must not be issued unless confirmed as the approved period.

14.1 Programme content

- Kick-off and handover meetings; design verification and approvals; procurement; Site establishment; services proving; fence removal; clearing; earthworks; piling; concrete; fence; electrical works; testing; commissioning; as-built documentation; snag correction and completion.
- Logic links, critical path, key resources, hold points, access constraints, weather and flood risks, subcontractor interfaces and reporting dates.
- A procurement schedule for long-lead materials and equipment.
- A two-week or other accepted look-ahead schedule updated at the required reporting frequency.

14.2 Reporting

Progress reports must record completed quantities, programme status, safety and environmental performance, quality results, instructions, risks, information required, photographs, upcoming work and corrective actions.

15. Completion, Handover and Acceptance

Completion will not be achieved until the physical Works, testing, certification, records, as-built information, training or briefing where specified, snag correction and Site reinstatement have been completed in accordance with the contract.

15.1 Handover dossier

Deliverable	Minimum content
As-built survey	Wall chainage, alignment, crest levels, key coordinates, pile positions, and relevant service records
Civil records	Earthworks tests, disposal certificates and reinstatement records
Pile dossier	Pile schedule, individual records, concrete data and test reports
Concrete dossier	Mix approvals, pour records, cube results, curing records, nonconformance and repair records
Fence dossier	Product data, coating certificates, fixing information and inspection records
Electrical dossier	Approved drawings, FAT where specified, test sheets, COCs, RMD 9 where applicable, lighting survey and circuit information
Quality dossier	Approved plans, inspection records, test results, NCR register and closure evidence
Operation and maintenance information	Manufacturer information, maintenance instructions, warranties and spares information where applicable
Completion record	Snag list, closure evidence, Site clearing and reinstatement acceptance

15.2 Final acceptance criteria

- The approved alignment, dimensions and wall crest levels are verified by as-built survey.
- Piles and structural works have complete accepted quality and test records.
- All joints, interfaces, penetrations and end tie-ins are complete and free of unresolved defects.
- The anti-climb fence is complete to the approved height, length and fixing detail.
- Electrical works have passed specified tests and all required certificates have been submitted.
- The Site has been reinstated and all waste, temporary works and surplus materials have been removed as required.
- The handover dossier is complete, indexed and accepted.
- All material nonconformances and snag items are closed or administered under an approved contract process.

16. Requirement Traceability Schedule

ID	Scope requirement	Evaluation / compliance evidence	Pricing interface	Acceptance evidence
SOW-001	Complete flood mitigation wall	Project methodology, programme, and structural compliance	Earthworks, piling, concrete and related BOQ sections	As-built survey and structural dossier
SOW-003	Existing fence removal and reuse	Methodology and condition-management approach	Separate measured fence-removal schedule	Condition, storage, reinstallation and disposal records
SOW-004	Piling	Piling methodology, resources and key personnel capability	Piling establishment, depth, reinforcement, concrete and testing items	Pile records and test reports
SOW-005	1 500 mm anti-climb fence	Product evidence and installation approach	Metre-based fence and special-item schedule	Inspection and measured record
SOW-006	Electrical and area lighting	Complete contractor-designed three-phase area-lighting installation comprising 46 no. 200 W LED floodlights at nominal 20 m centres over the approximately 900 m wall, mounted 2.0 m above the internal-side finished level. The installation includes a 400/230 V three-phase, four-wire supply from the existing source approximately 30 m from the wall, underground feeder cabling from the source to the wall, underground three-phase distribution cabling along the full wall length, and single-phase luminaire circuits split and balanced across phases L1, L2 and L3, together with controls, earthing, testing, commissioning and as-built drawings.	Approved three-phase load schedule and electrical design, phase-balance calculation, cable and voltage-drop calculations, issued-for-construction drawings, product data, underground cable-route inspections, test results, COC, night survey and handover dossier.	Tests, certificates, lighting survey and as-builts
SOW-007	Quality and testing	Quality plan and ITP evidence	Trade test items and P&G quality obligations	Complete quality dossier
SOW-008	Programme and completion	Logic-linked programme and resource plan	Time-related P&G aligned to contract period	Accepted completion and handover record
SOW-009	Safety and environmental controls	HSE Plan and HSE	Defined fixed/time-related obligations	HSE Plans, inspections, audits,

		mandatory evidence.		Authorisations/licences, and close-out records

Annexure D: Controlled Drawing Register

Drawing number	Sheet	Revision	Title	Tender status	Related requirement / BOQ
TE-RET-001-1	1 of 1	Rev 1 / tender issue to be confirmed	Layout plan, longitudinal section, and details	Controlled - verify final tender issue stamp	SOW-001 to SOW-005 / earthworks, piling, concrete, and fence
TE-RET-001-300	1 of 1	Rev 1	Flood mitigation wall layout, elevation, and section	Controlled - verify final revision and issue status	SOW-001 / structural concrete and wall geometry
TE-RET-001-301	1 of 1	Rev 1	Flood mitigation wall reinforcement layouts and section	Controlled - verify final revision and issue status	SOW-001 and SOW-004 / reinforcement, piling and concrete
Contractor electrical drawings	As required	IFC and As-built	Single-line diagram, lighting layout, cable routes, DB schedules, controls, earthing, lightning protection, and details	Contractor design deliverable - submit before construction	SOW-006 / Electrical BOQ Section 07

Transnet Engineering
Tender Number: TE/2026/06/2121/6700 RFP
Description of the Works: For the construction of the flood mitigation structure including all associated infrastructure along Mhlathuzana Canal on a once-off basis for a period not exceeding ten (10) months

C4: Site Information

1. BACKGROUND

a) The Transnet Engineering, Main Centre Depot is located at: Transnet Engineering, 311 Solomon Mahlangu Drive, Durban **with the depot overview shown below;**

Maps:

29°54'36.55"S 30°59'33.00"E



Figure 1: Depot Overview

2. ACCESS

2.1. Access Limitations

a) Access to the depot and surrounding worksites is limited to the working hours of 07h00am to 15h30pm Monday to Friday. Access may be granted on weekends upon special request.

2.2. Access Control

a) The depots are accessed via the indicated address above

2.3. Requirements for Access

a) The dock is an active industrial site and can only be accessed with recommended PPE including:

- Hard Hat
- Steel toe Boots, and
- Reflective Work Suits/Vests