



**Transnet National Ports Authority**

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR PROPOSAL (RFP)**

**FOR THE: SUPPLY AND INSTALLATION OF AMR / AMI WATER METERS IN THE PORT OF DURBAN.**

<b>RFP NUMBER</b>	<b>: HCT/10/13/1168 TNPA 997</b>
<b>ISSUE DATE</b>	<b>: 22 November 2021</b>
<b>COMPULSORY CLARIFICATION MEETING</b>	<b>: 29 November 2021</b>
<b>CLOSING DATE</b>	<b>: 10 January 2022</b>
<b>CLOSING TIME</b>	<b>: 12h00</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>



## **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

## **The Contract**

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

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

### **Part C2: Pricing Data**

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

### **Part C3: Scope of Work**

- C3.1 Works Information

### **Part C4: Site Information**

- C4.1 Site Information

## **The Tender**

## **Part T1: Tendering Procedures**

## **T1.1 Tender Notice and Invitation to Tender**

## 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	Supply And Installation Of AMR / AMI Water Meters in The Port of Durban.
TENDER ISSUE DATE	This Tender issue date is <b>22 November 2021</b> and must be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> <b>FREE OF CHARGE</b> .
INTENTION TO TENDER / COMPULSORY TENDER CLARIFICATION MEETING	<p>Tenderers are to please indicate their <b>intention to respond to this tender</b> by completing <b>Returnable Schedule T2.2-12</b> and sending it to: <a href="mailto:shani.kleyn@transnet.net">shani.kleyn@transnet.net</a> by <b>26 November 2021</b>. This is to ensure that any required communication (e.g. addenda to the tender) in relation to this tender reaches those intending to respond. Transnet will not be held liable if Tenderers do not respond by this date and do not receive the latest information regarding this Tender as a result thereof.</p> <p>A Compulsory Tender Clarification Meeting will be conducted at <b>Queens Warehouse, 237 Mahatma Gandhi Road, Durban on the 29 November 2021 at 10:00am [10 O'clock]</b> for a period of <math>\pm 1</math> (one) hour. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p> <p><b>NOTE: It is the responsibility of the tenderer to ensure receipt of a complete RFP with specifications, drawings and annexures.</b></p>

## T2.2-12: Intention to Tender

To be returned within 5 days after receipt (**26 November 2021**)

EMAIL Transnet National Ports Authority Tender No: HCT/10/13/1168 TNPA997  
TO: Attention: Shani Evans  
Email: **shani.kleyn@transnet.net** Closing Date: **10 January 2022**

**For: Supply and Installation of AMR / AMI Water Meters in The Port of Durban.**

**Check**

**We: Do wish to tender** for the work and shall return our tender by the due date **Yes** ☐ **No** ☐  
above

Any clarifications are to be mailed to: shani.kleyn@transnet.net, and all responses will be communicated to all tenderers in writing via e-mail.

Company: .....

Contact: .....

Phone No: .....

e-mail Address: .....

REASON FOR NOT TENDERING:

\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

## 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	Supply And Installation Of AMR / AMI Water Meters in The Port of Durban.
TENDER ISSUE DATE	This Tender issue date is <b>22 November 2021</b> and must be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> <b>FREE OF CHARGE</b> .
INTENTION TO TENDER / COMPULSORY TENDER CLARIFICATION MEETING	<p>Tenderers are to please indicate their <b>intention to respond to this tender</b> by completing <b>Returnable Schedule T2.2-12</b> and sending it to: <a href="mailto:shani.kleyn@transnet.net">shani.kleyn@transnet.net</a> by <b>9 November 2021</b>. This is to ensure that any required communication (e.g. addenda to the tender) in relation to this tender reaches those intending to respond. Transnet will not be held liable if Tenderers do not respond by this date and do not receive the latest information regarding this Tender as a result thereof.</p> <p>A Compulsory Tender Clarification Meeting will be conducted at <b>Queens Warehouse, 237 Mahatma Gandhi Road, Durban</b> on the <b>29 November 2021</b> at <b>10:00am [10 O'clock]</b> for a period of <math>\pm 1</math> (one) hour. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p> <p><b>NOTE: It is the responsibility of the tenderer to ensure receipt of a complete RFP with specifications, drawings and annexures.</b></p>



<b>CLOSING DATE</b>	<p><b>10h00 on Monday, 10 January 2022.</b></p> <p>Tenderers must ensure that tenders are delivered timeously to the correct address. If a tender is late or delivered to the incorrect address, it will not be accepted for consideration.</p> <p><b>There will not be a Public Opening. The Tender Opening Register will be made available on request.</b></p>
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## 2. TENDER SUBMISSION

Tender Offers must be sealed and addressed as follows:

The Secretariat, Acquisition Council

RFP No: **HCT/10/13/1168**

Description: **Supply And Installation Of AMR / AMI Water Meters in The Port of Durban**

Closing date and time: **10 January at 10h00**

Closing address: *[Refer to options in paragraph 3 below]*

All submissions must reflect the return address of the Tenderer on the reverse side.

## 3. DELIVERY INSTRUCTIONS FOR TENDER

### 3.1 Delivery by hand

If delivered by hand, the sealed submission must be deposited in the tender box, which is located at the address of the Transnet tender box location and must be addressed as follows:

**The Secretariat, Divisional Acquisition Council  
Transnet National Ports Authority Tender Box  
237 Mahatma Gandhi Road  
Durban**

All submissions must reflect the return address of the Tenderer on the reverse side.

The measurement of the "tender slot" are 400mm wide x 100mm high, and Tenderers must please ensure that tender documents or files are no larger than the above dimensions. Tenders which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 0 above.

**3.2 Dispatch by courier**

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Transnet National Ports Authority Acquisition Council and a signature obtained from that Office:

**The Secretariat, Divisional Acquisition Council  
Transnet National Ports Authority Tender Box  
237 Mahatma Gandhi Rod  
Durban**

3.3 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.

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

**4. 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.

**5. 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:

- 5.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 5.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 5.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 5.4. 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;
- 5.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 5.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 5.7. Verify any information supplied by a Tenderer. By submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to Transnet to do so;
- 5.8. 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);

- 5.9. 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.
- 5.10. 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.
- 5.11. 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 Document **T2.2-25: Breach of Law** whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
6. 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.

**7. 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/>. Tenderers are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number: .....

and

Unique registration reference Number: .....

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

## **T1.2 Tender Data**

## T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement, 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](http://www.cidb.org.za)).

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	<b>Transnet SOC Ltd</b> <b>(Reg No. 1990/000900/30)</b>
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
<b>Part T: The Tender</b>	
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
<b>Part C: The contract</b>	
Part C1: Agreements and contract data	C1.1 Form of Offer and Acceptance C1.2 Contract Data (Part 1 & 2) C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing Instructions C2.2 Bill of Quantities
Part C3: Scope of work	C3.1 Works Information
Part C4: Site information	C4.1 Site information

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C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Shani Evans
	Address:	Queens Warehouse, 237 Mahatma Gandhi Road, Durban, 4001
	Tel No.	031 361 1273
	E – mail	Shani.evans@transnet.net

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

- 1) Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:**  
An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7

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

- 2) Stage Two - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:**

- a) A tenderer having a stipulated minimum B-BBEE status level of contributor of a level 2.
- b) Only EME's or QSE's are eligible to submit a tender offer.

The list of potential sub-contractors must be registered on the National Treasury Central Supplier Database (CSD) and can be accessed as follows:

Log on to the CSD website on <http://secure.csd.gov.za/>.

All Sub-Contractors must be registered on the National Treasury CSD by the tender closing date.

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

3) **Stage Three – Eligibility Criteria for Local Production and Content in terms of the Preferential Procurement Regulations, 2017:**

**Tenderers must properly complete, duly sign and submit returnable schedule T2.2-04**, entitled "Declaration Certificate for Local Production and Content (SBD 6.2 and Annexures C, D & E)", committing to meet the following stipulated minimum thresholds for local production and content for the following designated sectors as determined by the Department of Trade and Industry (DTI):

- Galvanized Steel Pipes & Couplings -100%
- High Density Polyethylene (HDPE) Pipes -100%
- U Polyvinyl Chloride (uPVC) Pipes -100%
- Valves (Gate Valves & Check Valve) -70%
- AMR Ready Water Meter -40%
- Fasteners (Bolts & Nuts) -100%
- Cast Iron Manhole Covers -100%
- Concrete Manhole Covers -100%
- Precast Manhole Slabs -100%
- Cement (Cem I) -100%

The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of the advertisement of the tender. The rates of exchange quoted by the tenderer in paragraph 4.1 of Tender Returnable Schedule **T2.2-04: Declaration Certificate for Local Production and Content for Designated Sectors** may be verified for accuracy. Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential tenderers on the DTI's official website; <http://www.the dti.gov.za/industrial development/ip.jsp>

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

**4) Stage four - Eligibility in terms of the Construction Industry Development Board:**

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

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

**5) Stage Five - 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 score for functionality is **60** points.

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

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

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- C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.
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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.2.1 Parts of each tender offer communicated on paper shall be as an **original, two (2) copies and a clearly marked electronic version** (compact disc or memory stick) in the same format as the original submission which shall be in the **English Language**.

C.2.13.5 The *Employer's* details and address for delivery of tender offers and identification details that are to be shown  
C2.15.1 on each tender offer package are:

Location of tender box

TRANSNET NATIONAL PORTS AUTHORITY

Physical address:

The Secretariat, Divisional Acquisition Council  
**Transnet National Ports Authority Tender Box**  
**237 Mahatma Gandhi Road**  
**Durban**

Identification details:

The tender documents must be submitted labelled with:

- Name of Tenderer: **(insert company name)**
- Contact person and details: **(insert details)**
- The Tender Number: **HCT/10/13/1168 TNPA997**
- The Tender Description: **Supply and Installation of AMR / AMI Water Meters In The Port Of Durban.**
- Documents must be marked for the attention of:  
**Employer's Agent: Shani Evans**

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: **12h00 on the 10 January 2022**

Location: **Transnet National Ports Authority Tender Box**  
**237 Mahatma Gandhi Road**  
**Durban**

**NO LATE TENDERS WILL BE ACCEPTED**

**There will not be a Public Opening due to the National Disaster Management Act Regulation relating to the restriction of movement due to the Covid-19 pandemic. The Tender Opening Register will be made available on request.**

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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.

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services. **Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [SANAS], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. A valid CIDB certificate in the correct designated grading;
4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

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C3.4 The time and location for opening of the offers are after the opening submissions at the venue as stated in C.2.15.

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

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

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

#### **Functionality Criteria**

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
<b>T2.2-05: Programme</b>  <b>Refer to T2.2-05: Programme for the complete Evaluation Schedule</b>	<p>Ability to Provide the Works in terms of the Scope detailed under C.2.2. Activity Schedule and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Works and detailed at an appropriate level of decomposition to support the scope and associated duration estimates.</p>	2,4	12
	<p>Dates when the Contractor will need access to any part of the Site and/ or persons; as well as submission, approval process and timing for Health &amp; Safety, Environmental and Quality pre-requisites/ requirements. In addition, the Programme must clearly demonstrate adequate provision for the review and acceptance process associated with designs as well as timeframes associated with undertaking same and any other items of this nature. Moreover, the Programme must clearly demonstrate adequate provision for the process and timeframes associated with undertaking procurement processes, inductions, permits and medicals.</p>	2,4	
	<p>The <i>Contractor</i> indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Start Date, Access Date, Planned Completion and Completion Date. In addition, the Programme clearly demonstrates adequate provision for Time Risk Allowance (TRA).</p>	2,4	
	<p>The Programme shall be aligned to the Activity Schedule as contained under C.2.2 and detailed at an appropriate level of decomposition to support the scope and associated duration estimates.</p>	2,4	
	<p>The Programme must clearly support and demonstrate alignment to the Approach Paper as contained under T.2.2-09. In addition, the programme needs to have a</p>	2,4	

	basis of a schedule not limited to assumptions, constraints and approach to providing the <i>works</i> as detailed in the programme.												
<b>T2.2-06: Quality Management</b>  <b>Refer to T2.2-06: Quality Management for the complete Evaluation Schedule</b>	<p>Project Quality Plan</p> <p>Quality Control Plan</p> <table><tr><td>Elements</td><td>Weight</td></tr><tr><td>Installation of the water meters and associated pipe work.</td><td>25%</td></tr><tr><td>Manhole construction.</td><td>25%</td></tr><tr><td>Installation and configuration of the Automatic Meter Reading devices including network connectivity (Network Signal Strength).</td><td>25%</td></tr><tr><td>Software installation and integration with PowerSmartWebBilling software.</td><td>25%</td></tr></table>	Elements	Weight	Installation of the water meters and associated pipe work.	25%	Manhole construction.	25%	Installation and configuration of the Automatic Meter Reading devices including network connectivity (Network Signal Strength).	25%	Software installation and integration with PowerSmartWebBilling software.	25%	<b>2,5</b>          <b>2,5</b>	<b>5</b>
Elements	Weight												
Installation of the water meters and associated pipe work.	25%												
Manhole construction.	25%												
Installation and configuration of the Automatic Meter Reading devices including network connectivity (Network Signal Strength).	25%												
Software installation and integration with PowerSmartWebBilling software.	25%												
<b>T2.2-07: Evaluation Schedule: Project Organogram, Management &amp; CV's of Key Personnel</b>  <b>Refer to T2.2-07: Project Organogram, Management &amp; CV's of Key Personnel for the complete Evaluation Schedule</b>	<p>Please describe the management arrangements for the <i>works</i>. The tenderer is to take note that evaluation of this schedule will be referred to Project Organogram, therefore, information submitted in both schedules should match.</p> <p>The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view, namely:</p> <p>i. General experience</p> <p>ii. Education, training and skills</p> <p><b>NB: The following Key Persons are the minimum required for the project and not limited to them.</b></p> <p><b>The weighted average for the team will be obtained by multiplying each team member's score by the following weightings and summing:</b></p>	<b>15</b>	<b>30</b>										

	<p><b>General experience for the following:</b></p> <p><b>Site Management:</b></p> <table><tr><td>Contract Manager x 1</td><td>20%</td></tr><tr><td>Construction Manager x 1</td><td>20%</td></tr><tr><td>Engineer x 1</td><td>20%</td></tr><tr><td>Foreman x 1</td><td>20%</td></tr><tr><td>SHE Officer x 1</td><td>20%</td></tr></table> <p><b>The weighted average for the team will be obtained by multiplying each team member’s score by the following weightings and summing:</b></p> <p><b>Education, training and skills Adequacy for the following:</b></p> <p><b>Site Management:</b></p> <table><tr><td>Contract Manager x 1</td><td>20%</td></tr><tr><td>Construction Manager x 1</td><td>20%</td></tr><tr><td>Engineer x 1</td><td>20%</td></tr><tr><td>Foreman x 1</td><td>20%</td></tr><tr><td>SHE Officer x 1</td><td>20%</td></tr></table>	Contract Manager x 1	20%	Construction Manager x 1	20%	Engineer x 1	20%	Foreman x 1	20%	SHE Officer x 1	20%	Contract Manager x 1	20%	Construction Manager x 1	20%	Engineer x 1	20%	Foreman x 1	20%	SHE Officer x 1	20%	<b>15</b>	
Contract Manager x 1	20%																						
Construction Manager x 1	20%																						
Engineer x 1	20%																						
Foreman x 1	20%																						
SHE Officer x 1	20%																						
Contract Manager x 1	20%																						
Construction Manager x 1	20%																						
Engineer x 1	20%																						
Foreman x 1	20%																						
SHE Officer x 1	20%																						
<p><b>T2.2-08: Evaluation Schedule: Environmental Management</b></p> <p><b>Refer to T2.2-08: Environmental Management complete Evaluation Schedule</b></p>	<p>Environmental Management</p>	<b>10</b>	<b>10</b>																				

<p><b>T2.2-09: Evaluation Schedule: Approach Paper</b></p> <p><b>Refer to T2.2-09: Approach Paper complete Evaluation Schedule</b></p>	<p>Technical Approach Paper for the Installation of the AMI/AMR Water Meters</p>	<p><b>13</b></p>	<p><b>13</b></p>
<p><b>T2.2-10: Evaluation Schedule: Previous Experience</b></p> <p><b>Refer to T2.2-10: Previous Experience complete Evaluation Schedule</b></p>	<p>Tenderers are required to demonstrate their experience in the delivery of similar <i>services</i>, and to this end shall supply a sufficiently detailed reference list with contact details of existing clients and also indicate their previous experience of their construction capability.</p>	<p><b>10</b></p>	<p><b>10</b></p>
<p><b>T2.2-11: Evaluation Schedule: Safety, Health and Environment (SHE)</b></p> <p><b>Refer to T2.2-11: Safety, Health and Environment (SHE) complete Evaluation</b></p>	<p>SHE Plan</p>	<p><b>5</b></p>	<p><b>20</b></p>
	<p>Safety Work Method Statement</p>	<p><b>5</b></p>	
	<p>Risk Assessment</p>	<p><b>10</b></p>	
<p><b>Maximum possible score for Functionality</b></p>			<p><b>100</b></p>

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

- T2.2-05: Programme – 12 points
- T2.2-06: Quality Management – 5 points
- T2.2-07: Project Organogram, Management & CV's of Key Personnel – 30 points
- T2.2-08: Environmental Management – 10 points
- T2.2-09: Approach Paper – 13 points
- T2.2-10: Previous Experience – 10 points
- T2.2-11: Safety, Health and Environment (SHE) – 20 points

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

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

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C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/10 preference points systems as described in Preferential Procurement Regulations 6.

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

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

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

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C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
  2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
  3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
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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) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
  - c) has the legal capacity to enter into the contract,
  - d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
  - e) complies with the legal requirements, if any, stated in the tender data and
  - f) is able, in the opinion of the employer to perform the contract free of conflicts of interest.

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

## Annex C

### Standard Conditions of Tender

#### C.1 General

##### C.1.1 Actions

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

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

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

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

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

##### C.1.2 Tender Documents

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

##### C.1.3 Interpretation

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

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

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

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

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

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

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

#### **C.1.4 Communication and employer's agent**

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

#### **C.1.5 Cancellation and Re-Invitation of Tenders**

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

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

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

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

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

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

##### **C.1.6.2 Competitive negotiation procedure**

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

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

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

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

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

### **C.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1 Option 1**

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

#### **C.1.6.3.2 Option 2**

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

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

## **C.2 Tenderer's obligations**

### **C.2.1 Eligibility**

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

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

### **C.2.2 Cost of tendering**

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

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

### **C.2.3 Check documents**

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

#### **C.2.4 Confidentiality and copyright of documents**

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

#### **C.2.5 Reference documents**

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

#### **C.2.6 Acknowledge addenda**

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

#### **C.2.7 Clarification meeting**

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

#### **C.2.8 Seek clarification**

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

#### **C.2.9 Insurance**

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

#### **C.2.10 Pricing the tender offer**

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

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

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

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

#### **C.2.11 Alterations to documents**

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

#### **C.2.12 Alternative tender offers**

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

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

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

#### **C.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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

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

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

### **C.2.15 Closing time**

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

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

### **C.2.16 Tender offer validity**

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

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

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

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

### **C.2.17 Clarification of tender offer after submission**

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

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

### **C.2.18 Provide other material**

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

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

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

### **C.2.19 Inspections, tests and analysis**

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

### **C.2.20 Submit securities, bonds and policies**

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

### **C.2.21 Check final draft**

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

### **C.2.22 Return of other tender documents**

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

### **C.2.23 Certificates**

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

## **C.3 The employer's undertakings**

### **C.3.1 Respond to requests from the tenderer**

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

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

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

### **C.3.2 Issue Addenda**

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

### **C.3.3 Return late tender offers**

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

### **C.3.4 Opening of tender submissions**

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

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

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

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

### **C.3.5 Two-envelope system**

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

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

### **C.3.6 Non-disclosure**

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

### **C.3.7 Grounds for rejection and disqualification**

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

### **C.3.8 Test for responsiveness**

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

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

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

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

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

**C.3.9 Arithmetical errors, omissions and discrepancies**

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

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

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - (ii) the summation of the prices.

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

**C.3.10 Clarification of a tender offer**

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

**C.3.11 Evaluation of tender offers**

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

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

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

**Cost effective**

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

**The activities associated with evaluating tender offers are as follows:**

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

**C.3.11.1 General**

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

**C.3.12 Insurance provided by the employer**

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

**C.3.13 Acceptance of tender offer**

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

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

**C.3.14 Prepare contract documents**

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

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

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

**C.3.15 Complete adjudicator's contract**

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

**C.3.16 Registration of the award**

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

**C.3.17 Provide copies of the contracts**

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

**C.3.18 Provide written reasons for actions taken**

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

## **Part T2: Returnable Documents**

## **T2.1 List of Returnable Documents**



## **T2.1 List of Returnable Documents**

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

- T2.2-01 **Stage One as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting
- T2.2-02 **Stage Two as per Preferential Procurement: Pre-qualification Criteria Schedule - B-BBEE Level 1 or 2, EME or QSE**
- T2.2-03 **Stage Three as per PPPFA: Eligibility Criteria Schedule** - Declaration Certificate of Local Production and Content (SBD 6.2)
- T2.2-04 **Stage Four as per CIDB: Eligibility Criteria Schedule** - CIDB Registration

### **2.1.2 Stage Five as per CIDB: these schedules will be utilised for evaluation purposes:**

- T2.2-05 **Evaluation Schedule:** Programme
- T2.2-06 **Evaluation Schedule:** Quality Management
- T2.2-07 **Evaluation Schedule:** Project Organogram, Management & CV's of Key Personnel
- T2.2-08 **Evaluation Schedule:** Environmental Management
- T2.2-09 **Evaluation Schedule:** Approach Paper
- T2.2-10 **Evaluation Schedule:** Previous Experience
- T2.2-11 **Evaluation Schedule:** Health and Safety Requirements
- T2.2-11a : TNPA Estimate Health and Safety Cost Breakdown
- T2.2-11b : Health, Safety Questionnaire

### **2.1.3 Returnable Schedules:**

#### **General:**

- T2.2-12 Intention to Tender
- T2.2-13 Authority to submit tender
- T2.2-14 Record of addenda to tender documents
- T2.2-15 Letter of Good Standing
- T2.2-16 Risk Elements
- T2.2-17: Capacity and Ability to meet Delivery Schedule
- T2.2-18 Site Establishment requirements
- T2.2-19: Availability of Equipment and Other Resources

### **2.1.4 Agreement and Commitment by Tenderer:**

- T2.2-20 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")
- T2.2-21 Non-Disclosure Agreement
- T2.2-22 RFQ Declaration Form
- T2.2-23 Service Provider Integrity Pact
- T2.2-24 Certificate of Acquaintance with Tender Document
- T2.2-25 RFP – Breach of Law
- T2.2-26 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-27 Supplier Code of Conduct



**2.1.5 Bonds/Guarantees/Financial/Insurance:**

- T2.2-29 Insurance provided by the Contractor
- T2.2-30 Form of Intent to provide a Performance Guarantee
- T2.2-31 Forecast Rate of Invoicing
- T2.2-32 Three (3) years audited financial statements

**2.1.6 Transnet Vendor Registration Form:**

- T2.2-33 Transnet Vendor Registration 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 (Bill of Quantities)**

**2.6 C2.2 Bill of Quantities**

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



## 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 Pre-qualification Criteria Schedule - Preferential Procurement

In an endeavour to grow and develop Black Owned (BO) companies as well as to ensure that Transnet meets its Shareholder Compact Objectives, Potential Tenderers are required to meet the Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017;

- It is a specific tendering condition that tenderers must meet the pre-qualifying criteria required below. Only respondents falling within the following categories may respond to this Tender:
  - Only Exempted Micro Enterprises (EME's) or Qualifying Small Enterprises (QSE's) with a minimum **B-BBEE Level 2** contributor are eligible to submit a tender offer.

**Company registration documents, Financial Statements and Identity Document Copies of the directors of the company are to be attached in order for TNPA to verify the B-BBEE Certs or Sworn Affidavits attached.**

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

Provide information of the Contractor below:

	<b>Name of proposed Contractor</b>	<b>Address and Region</b>	<b>Nature and extent of work</b>	<b>B-BBEE Certificates or Sworn Affidavit attached behind this schedule? Yes/No</b>
<b>1.</b>				

Comments:

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Signed at.....on this .....day of .....

## **THE BROAD-BASED BLACK ECONOMIC EMPOWERMENT**

### **PRACTICE GUIDE 01 of 2018**

#### **DETERMINING THE VALIDITY OF A BROAD-BASED BLACK ECONOMIC EMPOWERMENT VERIFICATION CERTIFICATE, B-BBEE CERTIFICATE AND SWORN AFFIDAVIT**

##### **A. Introduction**

1. The Broad Based Black Economic Empowerment Commission ("B-BBEE Commission") is an entity established by the Broad-Based Black Economic Empowerment Act 53 of 2003 as amended by Act 46 of 2013 ("the Act"), to oversee the implementation of the Act, which includes provision of explanatory notices, non-binding advisory opinions and clarification services to improve the understanding of the Act.
2. This Practice Guide is issued as a non-binding guide purely to assist with the interpretation to ensure consistency in the application of the Act. Should this Practice Guide not be clearly applicable to your specific set of facts at any given time, you are advised to approach the B-BBEE Commission for a non-binding advisory opinion, which will be more specific to your set of facts.
3. This Practice Guide does not constitute a legal document or a ruling of the B-BBEE Commission on the issue concerned. Further, although this Practice Guide is not binding on the B-BBEE Commission, it does set out the approach that the B-BBEE Commission is likely to take on any matter relating to implementation of B-BBEE including determining the validity of B-BBEE certificates.
4. Section 9 (1) of the Act empowers Minister of Trade and Industry to issue Codes of Good Practice ("the Codes") on broad-based black economic empowerment ("B-BBEE") to promote the purposes of the Act. The Codes as amended are underpinned by the need to drive inclusive economy, and must at all times be interpreted and applied in a manner that is consistent with the objectives and purposes of the Act, and in compliance with the Constitution.

5. B-BBEE is an integrated coherent framework that seeks to advance the economic transformation of South Africa and bring about significant increase in the number of black people that manage, own and control the country's economy. The form in which economic transformation is realised is guided by the B-BBEE Act with the Codes guiding the implementation to achieve the outcome, not to aid measured entities to circumvent the B-BBEE Act.

#### **B. Purpose of this practice guide**

6. The B-BBEE Commission has issued a number of letters requiring entities to withdraw their B-BBEE Verification Certificates or sworn affidavits due to invalidity or incomplete information provided or fraudulent conduct by either the measured entities or issuing officers/verifiers. Thus, the purpose of this practice guide is to set out the approach the B-BBEE Commission is likely to take on matters relating to determining the validity of B-BBEE certificates for consistency
7. The five elements of B-BBEE adopted in the Codes each have a specific purpose and together provide an integrated intervention to empower black people as envisaged in the B-BBEE Act. Further, the B-BBEE Act allows for B-BBEE verification, which is a measure used to determine compliance with the B-BBEE Act, and results in the issuing of a B-BBEE Certificate.
8. A B-BBEE Verification Certificate, a sworn affidavit and a B-BBEE Certificate issued by the Companies and Intellectual Property Commission (CIPC) is evidence of a measured entity's compliance with the B-BBEE Act over a particular period. Such compliance is based on B-BBEE related information of a measured entity in line with the applicable Codes as per Section 9 (1) of the B-BBEE Act.
9. It is illegal for a measured entity to trade with an invalid/inconclusive or incorrect B-BBEE Verification Certificate. The procurement spend as a result of such an invalid document cannot be recognised during B-BBEE measurement, therefore, it is critical to determine the validity of B-BBEE certificates measured entities present in order to access an economic opportunity.

#### **C. Determining validity of a sworn affidavit for B-BBEE compliance**

10. The legal dictionary (<https://legal-dictionary.thefreedictionary.com/Affadavit>) defines a sworn affidavit as a written statement of facts voluntarily made by a person under an oath or affirmation administered by a person authorized to do so by law.
11. In terms of the Codes, Exempted Micro-Enterprises (EMEs) and black controlled and owned Qualifying Small Enterprises (QSEs) only have to use a sworn affidavit to indicate their B-BBEE compliance status. Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities.
12. The Department of Trade and Industry (**the dti**) has designed affidavit templates and qualifying measured entities must use these templates, which can be accessed on **the dti** website through the following URL [http://www.thedti.gov.za/economic\\_empowerment/bee\\_codes.jsp](http://www.thedti.gov.za/economic_empowerment/bee_codes.jsp). It is acceptable to use the templates on the letterhead of the measured entity.

13. The only time an EME can be verified by a South African National Accreditation System (SANAS) accredited verification professional is when it wishes to maximise its B-BBEE points and move to a higher B-BBEE recognition level, and that must be done using the QSE Scorecard.
14. The exception to this is only in the Transport Sector where EMEs have a choice of obtaining accounting officer letter or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency because the Transport Sector Code has not been aligned to the amended generic Codes. Also, start-ups that are EMEs but wish to tender for contracts of R10 million in value or above must be verified using the QSE scorecard, and for tenders of R50 million and above must be verified using the generic scorecard.
15. Further, the Construction Sector Code, provides for EMEs whose annual turnover is R1.8 million for Built Environment Professionals and R3 million for contractors or less to obtain automatic recognition levels and these do not require to undergo verification except in instances where they elect to enhance their B-BBEE status levels. In those circumstances there is a requirement for these EMEs to contribute towards empowerment by complying with the 40% sub-minimum on skills development element and in ensuring compliance with the skills development element, these EMEs are required to be verified by a SANAS accredited verification professional or agency.
16. Furthermore, the Financial Services Sector Code, has granted an option to 51% and 100% black owned QSEs to undergo a verification process from a SANAS accredited verification professional or agency instead of a sworn affidavit. However, for consistent application, EMEs in the Financial Services Sector should only obtain a sworn affidavit, and not a B-BBEE Verification Certificate as there is nothing to verify.
17. The following pointers are key in determining the validity of a sworn affidavit:
  - a) Name/s of deponent as they appear in the identity document and the identity number.
  - b) Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit
  - c) Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
  - d) Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected.
  - e) Indicate total revenue for the year under review and whether it is based on audited financial statements or management account.
  - f) Financial year end as per the enterprise's registration documents, which was used to determine the total revenue.
  - g) B-BBEE Status level. An enterprise can only have one status level.
  - h) Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
  - i) Date deponent signed and date of Commissioner of Oath must be the same.
  - j) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

**D. B-BBEE Certificate issued by the Companies and Intellectual Property Commission**

18. **the dti** through government Gazette Number 38765 published on 6 May 2015, mandated CIPC to issue B-BBEE certificates for EMEs and start-up enterprises, in its efforts to reduce cost of business for small businesses. A certificate issued by CIPC has the same status as a sworn affidavit.
19. Subsequently, CIPC issued a Customer Notice indicating that B-BBEE certificates can be applied for via e-services on the CIPC website ([www.cipc.co.za](http://www.cipc.co.za)), at CIPC Self Services Terminals when registering or filing Annual Returns.
20. The following conditions apply when an enterprise uses the CIPC services for obtaining a B-BBEE certificate:
  - a) Only directors of a company or members of close corporations can apply for a B-BBEE certificate;
  - b) Only companies and close corporations with a turnover of less than R10 million can apply via CIPC;
  - c) The enterprise's status must be "In Business";
  - d) All Annual Return filings for the relevant company or close corporation need to be up to date;
  - e) Application for a B-BBEE certificate can be done at any time (not only when registering a company or filing returns), provided that an application for the certificate which is still valid, was not done already.
  - f) Applicant must agree to the B-BBEE terms and conditions; and
  - g) A director or member amendment must be filed if the director or member's email address or telephone is not correct or up to date.
21. A CIPC certificate can be submitted to the B-BBEE Commission for attention of Mr. Madidimalo Ramare at [MRamare@beecommission.gov.za](mailto:MRamare@beecommission.gov.za) to confirm if it was generated from the CIPC system. However, on face value, the following information must appear on the certificate:
  - a) Name of enterprise, registration number and business address.
  - b) Date of issue and expiry adding to twelve months (e.g 9 June 2018 to 8 June 2019) must be indicated.
  - c) Percentage of total black ownership, black female ownership and total white ownership.
  - d) Certificate number.
  - e) Barcode with tracking number.
  - f) Barcode with enterprise number.
  - g) B-BBEE Status and procurement recognition level.
  - h) **the dti** logo on the top left corner, and CIPC logo on the top right corner.
  - i) CIPC watermark.

**E. Determining validity of a B-BBEE Verification Certificate for B-BBEE compliance**

22. An entity that qualifies in terms of the B-BBEE Act to undergo a B-BBEE verification process, can only do so with a verification professional or agency that has been accredited by SANAS or a B-BBEE Verification Professional Regular that may be appointed by the Minister of Trade and Industry.

23. Verification means the process and activities conducted by a verification professional or agency to assess, verify and validate that the score awarded to a measured entity is a result of individual scorecard elements supplied by a measured entity, and to evaluate B-BBEE transactions in order to provide an indicative B-BBEE score and certification based on the principles of B-BBEE as per the Codes.
24. A B-BBEE verification process is important in assuring parties that rely on the score achieved by the measured entity and reflected on their B-BBEE Verification Certificate (refers to the B-BBEE Verification Certificate issued by the verification professional or agency which reflects the overall B-BBEE Status of a measured entity and scoring allocated for each scorecard element verified in respect of the measured entity) that the information on which the certificate was issued is acceptable, and has been independently verified, and is free from misstatements.
25. Therefore, the role of a verifier is to assess, verify and validate both disclosed and undisclosed B-BBEE related information of the measured entity. The verification thereof should be based on the principles contained in the B-BBEE Act and relevant Codes, by applying the verification methodologies outlined in the Framework for accreditation and verification by all verification agencies (also known as the verification manual) as well as the Accreditation of B-BBEE Verification Agencies document issued by SANAS (also referred to as the R47-02). Important to note that a verifier, is not to provide clarity or opinion on interpretation of any B-BBEE matter, such clarity must be sought from the B-BBEE Commission using the contact details mentioned below.
26. A B-BBEE Verification Certificate shall identify the following information:
- a) Name of enterprise as per enterprise registration documents issued by CIPC, and enterprise business address.
  - b) Value-Add Tax number, where applicable.
  - c) The B-BBEE Scorecard against which the certificate is issued, indicating all elements and scores achieved for each element. The actual score achieved must be linked to the total points as per the relevant Codes.
  - d) B-BBEE status with corresponding procurement recognition level.
  - e) The relevant Codes used to issue the B-BBEE Verification Certificate.
  - f) Date of issue and expiry (e.g. 9 June 2018 to 8 June 2019). Where a measured entity was subjected to a re-verification process, due to material change, the B-BBEE Verification Certificate must reflect the initial date of issue, date of re-issue and the initial date of expiry. Re-verification does not extend the lifespan of the B-BBEE Verification Certificate.
  - g) Financial period which was used to issue the B-BBEE Verification Certificate.

- h) Unique identification number of the B-BBEE verification professional or agency (e.g. BVA...).
  - i) Name and logo/mark of the B-BBEE verification professional or agency.
  - j) A B-BBEE Verification Certificate must be signed by the technical signatory at the bottom with full name and surname. The details of the technical signatory can be checked from the SANAS website [www.sanas.co.za](http://www.sanas.co.za). No other person is allowed to sign the B-BBEE Verification Certificate apart from the technical signatory.
  - k) The SANAS logo on the B-BBEE Verification Certificate.
27. The recipient or user of a B-BBEE Verification Certificate can contact any of the accredited verification professionals or agency that is said to have issued the B-BBEE Verification Certificate, to request confirmation on the issuance of B-BBEE Verification Certificate. The recipient or user is also advised to use the SANAS website to verify the accreditation status, accreditation period and scope of accreditation for the verification professional or agency. The SANAS website also has a list of all verification professionals or agencies whose accreditation status has been withdrawn, or suspended, because a verification professional or agency cannot issue a B-BBEE Verification Certificate if the accreditation status has expired, withdrawn or suspended.
28. The recipient or user of the B-BBEE Verification Certificate, sworn affidavit or B-BBEE Certificate issued by CIPC is also allowed as part of its due diligence processes, to request any relevant additional information or documents from the measured entity in order to validate the credibility of the information recorded on the B-BBEE Verification Certificate, sworn affidavit or CIPC B-BBEE Certificate.

#### **F. Penalties as per the B-BBEE Act**

29. Trading with an invalid or fraudulent B-BBEE Verification Certificate may constitute an offence in terms of Section 13O (1) (a) of the B-BBEE Act, which states that a person commits an offence if that person knowingly misrepresents or attempts to misrepresent the broad-based black economic empowerment status of an enterprise, and the B-BBEE Commission may institute an investigation in terms of Section 13J of the B-BBEE Act. In addition, Section 13A of the B-BBEE Act has empowered organs of state and public entities to cancel any contract or authorisation awarded on account of false information knowingly furnished by or on behalf of an enterprise in respect of its broad-based black economic empowerment status.
30. If an entity is found to have violated the B-BBEE Act, an entity could be fined up to 10% of its annual turnover, and individuals involved could be imprisoned for up to 10 years, and / or fined. Specifically, an

offence under section 13O (2) could lead to imprisonment of up to 12 months, or a fine, or both the fine and imprisonment.

31. In terms of section 13O (2) a verification professional, procurement officer or any official of an organ of state or public entity who becomes aware of the commission of, or attempt to commit, any offence referred to under section 13O (1) and fails to report it, is guilty of an offence.
32. This Practice Guide is issued as a guide purely to assist with the interpretation and testing the validity of a B-BBEE sworn affidavit/CIPC B-BBEE certificate as well as a B-BBEE Verification Certificate issued by an accredited verification professional or agency, and does not constitute a legal document or ruling of the B-BBEE Commission.
33. This Practice Guide may be updated anytime by the B-BBEE Commission if there are any material changes arising from developments in the application of the B-BBEE Act. In such an instance, an amended version will be published to replace this one.
34. For any queries or further clarity on this Practice Guide, kindly feel free to contact us at the following contact details:

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Issued by the B-BBEE Commission

3 September 2018

## REGULATIONS GOVERNING THE ADMINISTERING OF AN OATH OR AFFIRMATION

Act

### Published under

GN R1258 in GG 3619 of 21 July 1972  
as amended by

GN 1648 in GG 5716 of 19 August 1977  
GN R1428 in GG 7119 of 11 July 1980  
GN R774 in GG 8169 of 23 April 1982

The State President has, in terms of section 10 of the Justices of the Peace and Commissioners of Oaths Act, 1963 (Act 16 of 1963), been pleased to make the following regulations:

**1** (1) An oath is administered by causing the deponent to utter the following words: 'I swear that the contents of this declaration are true, so help me God'.

(2) An affirmation is administered by causing the deponent to utter the following words: 'I truly affirm that the contents of this declaration are true'.

**2** (1) Before a commissioner of oaths administers to any person the oath or affirmation prescribed by regulation 1 he shall ask the deponent-

- (a) whether he knows and understands the contents of the declaration;
- (b) whether he has any objection to taking the prescribed oath; and
- (c) whether he considers the prescribed oath to be binding on his conscience.

(2) If the deponent acknowledges that he knows and understands the contents of the declaration and informs the commissioner of oaths that he does not have any objection to taking the oath and that he considers it to be binding on his conscience the commissioner of oaths shall administer the oath prescribed by regulation 1(1).

(3) If the deponent acknowledges that he knows and understands the contents of the declaration but objects to taking the oath or informs the commissioner of oaths that he does not consider the oath to be binding on his conscience the commissioner of oaths shall administer the affirmation prescribed by regulation 1 (2).

**3** (1) The deponent shall sign the declaration in the presence of the commissioner of oaths.

(2) If the deponent cannot write he shall in the presence of the commissioner of oaths affix his mark at the foot of the declaration: Provided that if the commissioner of oaths has any doubt as to the deponent's inability to write he shall require such inability to be certified at the foot of the declaration by some other trustworthy person.

**4** (1) Below the deponent's signature or mark the commissioner of oaths shall certify that the deponent has acknowledged that he knows and understands the contents of the declaration and he shall state the manner, place and date of taking the declaration.

(2) The commissioner of oaths shall-

- (a) sign the declaration and print his full name and business address below his signature; and
- (b) state his designation and the area for which he holds his appointment or the office held by him if he holds his appointment *ex officio*.

[Subreg. (2) substituted by GN 1648 of 19 August 1977]

**5** .....

[Reg. 5 deleted by GN R774 of 23 April 1982]

**6** A commissioner of oaths shall not charge any fee for administering any oath or affirmation or attesting any declaration.

**7** (1) A commissioner of oaths shall not administer an oath or affirmation relating to matter in which he has interest.

(2) Subregulation (1) shall not apply to an affidavit or a declaration mentioned in the Schedule.

**8** Government Notice R1206, dated 15 December 1961, is hereby withdrawn.

## SBD 6.2

### T2.2-03: Pre-qualification Criteria Schedule: Declaration of Certificate for Local Production and Content for Designated Sectors

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.**

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

## 2. Definitions

- 2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
• Galvanized Steel Pipes & Couplings	100%
• High Density Polyethylene (HDPE) Pipes	100%
• U Polyvinyl Chloride (uPVC) Pipes	100%
• Valves (Gate Valves & Check Valve)	70%
• AMR Ready Water Meter	40%
• Fasteners (Bolts & Nuts)	100%
• Cast Iron Manhole Covers	100%
• Concrete Manhole Covers	100%
• Precast Manhole Slabs	100%
• Cement (Cem I)	100%

4. Does any portion of the services, works or goods offered have any imported content?

**(Tick applicable box)**

YES		NO	
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- 4.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO.**

**ISSUED BY:** TRANSNET NATIONAL PORTS AUTHORITY ON BEHALF OF TRANSNET SOC LTD

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned,..... (full names), do hereby declare, in my capacity as .....of.....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Price of the Designated commodity <b>Galvanized Steel Pipes &amp; Couplings</b> Ex VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity <b>High Density Polyethylene (HDPE) Pipes</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity <b>U Polyvinyl Chloride (uPVC) Pipes</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity <b>Valves (Gate Valves &amp; Check Valve)</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>70%</b>
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity <b>AMR Ready Water Meter</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>40%</b>
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity <b>Fasteners (Bolts &amp; Nuts)</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity <b>Cast Iron Manhole Covers</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity <b>Concrete Manhole Covers</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity <b>Precast Manhole Slabs</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity <b>Cement (Cem I)</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d)** I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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

**NOTE TO TENDERERS: Failure to fully complete, declare, sign & date this SBD6.2 Declaration as well as the accompanying Annexure C "local content declaration - summary schedule" may result in the tender submission being non-responsive and disqualified from any further evaluation.**

## Schedule A – Non-compliance for Local Content

### Non-compliance Penalties for Local Content:

- a) If for any reason the *Contractor* is unable to achieve the local content undertaking, the *Contractor* must approach the Department of Trade and Industry ("DTI") to obtain exemption in order to supply the goods at a lower local content threshold. The *Contractor* is obliged to approach DTI for exemption within 10 (ten) days of determining that it is unable to achieve any milestone target or local content threshold.
- b) Should the DTI provide exemption, the *Contractor* shall be entitled to provide the goods at the lower local content threshold set by DTI. In such event, the Parties shall in good faith renegotiate the milestone targets or local content undertaking to ensure that the lowered local content thresholds are achieved.
- c) Should DTI not provide the necessary exemption, the *Contractor* shall be obliged to meet each milestone target as stated in the Local Content Plan or the local content undertaking.
- d) Should the *Contractor* fail to meet any milestone target or the local content undertaking, the following remedies shall apply without limiting any of the *Employer's* other rights in law:
  - i. The *Employer* shall afford the *Contractor* a period of thirty (30) days to remedy its non-compliance.
  - ii. Should the *Contractor* fail to meet its obligations within the further 30 day period, the *Contractor* shall pay a Non-Compliance penalty ("Non-compliance Penalty") to the *Employer* in respect of such Non-compliance as set out in clause iv below. The penalties shall be imposed per milestone measurement for non-delivery of committed values in the case of a Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately.
  - iii. To the extent that the Actual Local Content Spend<sup>1</sup> is lower than the Required Local Content Spend<sup>2</sup> (or the Adjusted Required Local Content Spend<sup>3</sup>, as the case may be), the *Contractor* shall be liable for Penalties which is the difference in value between the Actual Local Content Spend and the Required Local Content Spend (or the Adjusted Required Local Content Spend, as the case may be) plus an additional percentage of such difference. Such Non-compliance Penalties shall be calculated and levied at the relevant milestones as stipulated in the Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately, in accordance with clause iv below.
  - iv. Non-compliance penalties shall apply at the following rate: the difference in value between the Required Local Content Spend and the Actual Local Content Spend, plus 5% of such difference.
  - v. In order to guarantee that the *Contractor* meets its obligations in terms of the Local Content Plan or its committed local content undertaking, the *Employer* shall be entitled

<sup>1</sup> Actual Local Content Spend means the monetary value of local content initiatives actually delivered by the Supplier during the period under review.

<sup>2</sup> Required Local Content Spend means the monetary value of local content obligations that the Supplier has agreed to deliver during the period under review.

<sup>3</sup> Adjusted Required Local Content Spend means any adjustment to the Required Local Content Spend as prescribed by DTI through the process of exemption referred to in clause c) above and as agreed to between the parties, reduced to writing and signed by the parties.

to retain a Non-compliance Penalty at the rate of 1% of every monthly payment due by the *Employer* to the *Contractor* over the contract period ("the Local Content Retention Amount"). The Local Content Retention Amount shall be set off against any penalties payable by the *Contractor* at any milestone assessment.

- e) Should no penalties be imposed during the duration of the contract, the *Employer* shall refund the full value of the Local Content Retention Amount to the *Contractor* at the end of the contract period.
- f) Should any unpaid penalties remain at the end of the contract period, then without limiting other rights that the *Employer* may have in law, the *Contractor* shall forfeit the Local Content Retention Amount and shall have no further claim against the *Employer* for the repayment of such amount.

**Non-compliance Penalty Certificate:**

- a) If any Non-compliance Penalty arises, the *Employer* shall issue a Non-compliance Penalty Certificate on the last day of each month during such Non-compliance indicating the Non-compliance Penalties which have accrued during that period.
- b) A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the *Contractor* disputes any of the amounts set out in a Non-compliance Penalty Certificate:
  - the dispute shall be resolved in accordance with the provisions of the Contract; and
  - if pursuant to that referral, it is determined that the *Contractor* owes any amount to the *Employer* pursuant to the Non-compliance Penalty Certificate, then the *Contractor* shall pay such amount to the *Employer* within 10 (ten) Business Days of the determination made pursuant to such determination and an accompanying valid Tax Invoice.

**Payment of Non-compliance Penalties:**

- a) Subject to Clause i) above, the *Contractor* shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate within 10 (ten) Business Days of the *Employer* issuing a valid Tax Invoice to the *Contractor* for the amount set out in that certificate. If the *Employer* does not issue a valid Tax Invoice to the *Contractor* for Non-compliance Penalties accrued during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.
- b) The *Contractor* shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from the *Employer*, failing which Transnet shall, without prejudice to any other rights of the *Employer* under this Agreement, be entitled to call for payment which may be in any form the *Employer* deems reasonable and appropriate.
- c) It is agreed that the *Employer*, the DTI, the South African Bureau of Standards and/or any of their appointed agents shall be entitled to monitor, evaluate and audit the *Contractor's* compliance with its obligations under the Local Content Plan. To this end, the *Contractor* shall provide its full cooperation to the respective bodies referred to in this clause to ensure that effective monitoring, evaluation and auditing takes place.

The Non Compliance Penalties set forth in this Clause are stated exclusive of VAT. Any VAT payable on Non Compliance Penalties will be for the account of the *Contractor*.

## Annex C

### Local Content Declaration - Summary Schedule

(C1) Tender No.				
(C2) Tender description:				
(C3) Designated product(s)				
(C4) Tender Authority:	Transnet National Ports Authority			
(C5) Tendering Entity name:				
(C6) Tender Exchange Rate:	Pula		EU	GBP
(C7) Specified local content %				

Note: VAT to be excluded from all calculations

Tender item no's	List of items	Calculation of local content				Tender summary		
		Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Commodity Qty
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)
1	Galvanized Steel Pipes & Couplings							
2	High Density Polyethylene (HDPE) Pipes							
3	U Polyvinyl Chloride (uPVC) Pipes							
4	Valve (Gate Valves & Check Valve)							
5	AMR Ready Water Meter							
6	Fasteners (Bolts and Nuts)							
7	Cast Iron Manhole Covers							
8	Concrete Manhole Covers							
9	Precast Manhole Slabs							
10	Cement (Cem I)							
		(C20) Total tender value						

Imported Content Declaration - Supporting Schedule to Annex C

**Note: VAT to be excluded from all calculations**

## Calculation of imported content

Imported value	R O
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This total must correspond with  
Annex C - C21

### Calculation of imported content

Due by tenderer	R O
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**C. Imported by a 3rd party and supplied to the Tenderer**

C. Imported by a 3rd party and supplied to the Tenderer					Calculation of imported content					Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											R 0

**D. Other foreign currency payments**

D. Other foreign currency payments				Calculation of foreign currency payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	
(D46)	(D47)	(D48)	(D49)	(D50)	

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

R 0

This total must correspond with Annex C - C23

Date:

Local Content Declaration - Supporting Schedule to Annex C

<b>Tender No.</b>	
<b>Tender description:</b>	
<b>Designated products:</b>	
<b>Tender Authority:</b>	Transnet National Ports Authority
<b>Tendering Entity name:</b>	

**Note: VAT to be excluded from all calculations**

Local Products (Goods, Services and Works)	Description Raw Material items purchased	Local Supplier Name	Manufacturer Contact Details	Value
	(E6)	(E7)		(E8)
		\$		
	(E9) TotalRaw Materials (Goods, Services and Works)			R O

(£10) Manpower costs (Tenderer's manpower cost)

**(511) Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) Administration overheads and mark-up

**(E13) Total local content**

This total must correspond with Annex C - C24

**Signature of tenderer from Annex B**

Date:



## T2.2-04: 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

- 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 **4GB / 4SO or higher** class of construction work, are eligible to have their tenders evaluated.
- Joint Venture (JV)**  
Joint ventures are eligible to submit tenders subject to the following:
  - every member of the joint venture is registered with the CIDB;
  - the lead partner has a contractor grading designation in the a **3GB / 3SO or higher** class of construction work; and
  - the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **4GB / 4SO or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
  - the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
  - and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

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

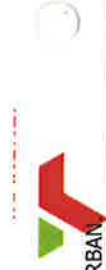


## T2.2-05: Evaluation Schedule: Programme

The Tenderer details the proposed Programme below or makes reference to his proposed Programme and attaches it to this schedule. The Tenderer's attention is drawn to core clause 31.2 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

The tenderer shall provide the proposed programme showing but not limited to the following:

- Ability to Provide the Works in terms of the Scope detailed under C.2.2. Activity Schedule and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Works and detailed at an appropriate level of decomposition to support the scope and associated duration estimates.
- Dates when the *Contractor* will need *access* to any part of the Site and/ or persons; as well as submission, approval process and timing for Health & Safety, Environmental and Quality pre-requisites/ requirements. In addition the Programme must clearly demonstrate adequate provision for the review and acceptance process associated with designs as well as timeframes associated with undertaking same and any other items of this nature. Moreover, the Programme must clearly demonstrate adequate provision for the process and timeframes associated with undertaking procurement processes, inductions, permits and medicals.
- The *Contractor* indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Start Date, Access Date, Planned Completion and Completion Date. In addition the Programme clearly demonstrates adequate provision for Time Risk Allowance (TRA).
- The Programme shall be aligned to the Activity Schedule as contained under C.2.2., and detailed at an appropriate level of decomposition to support the scope and associated duration estimates.
- The Programme must clearly support and demonstrate alignment to the Approach Paper as contained under T.2.2-09. In addition the Programme needs to have a basis of a schedule not limited to assumptions, constraints and approach to providing the *works* as detailed in the Programme.



The scoring of the Programme will be as follows:

	Ability to Provide the Works in terms of the Scope detailed under C.2.2. Activity Schedule and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Works and detailed at an appropriate level of decomposition to support the scope and associated duration estimates.	Dates when the Contractor will need access to any part of the Site and/ or persons; as well as submission, approval process and timing for Health & Safety, Environmental and Quality prerequisites/ requirements. In addition, the Programme must clearly demonstrate adequate provision for the review and acceptance process associated with designs as well as timeframes associated with undertaking same and any other items of this nature. Moreover, the Programme must clearly demonstrate adequate provision for the process and timeframes associated with undertaking procurement processes, inductions, permits and medicals.	The Contractor indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Start Date, Access Date, Planned Completion and Completion Date. In addition, the Programme clearly demonstrates adequate provision for Time Risk Allowance (TRA).	The Programme shall be aligned to the Activity Schedule as contained under C.2.2 and detailed at an appropriate level of decomposition to support the scope and associated duration estimates.	The Programme must clearly support and demonstrate alignment to the Approach Paper as contained under T.2.2-09. In addition, the programme needs to have a basis of a schedule not limited to assumptions, constraints and approach to providing the <i>works</i> as detailed in the programme.
<b>Total Points</b>	<b>2.4</b>	<b>2.4</b>	<b>2.4</b>	<b>2.4</b>	<b>2.4</b>
<b>Score 0</b>	The Tenderer has submitted no information to determine a score.				



<p><b>Score 20</b></p>	<ul style="list-style-type: none"> <li>The programme is not acceptable, as it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and does not deal with the critical aspects of the overall Programme.</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has not addressed critical access requirements.</li> <li>The tenderer has not allowed timing for undertaking deliverables as stipulated within the Activity Schedule and <i>Employer's</i> Works Information.</li> <li>The Tenderer has not allowed approval process and timing for Health &amp; Safety, Environmental and Quality pre-requisites/requirements.</li> <li>The tenderer has not demonstrated provision for the process and timeframes associated with undertaking procurement processes, inductions, permits and medicals.</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has addressed some but not all date requirements and submission contains critical logic and sequencing errors, which renders it unrealistic/unachievable.</li> <li>The tenderer has not demonstrated Time Risk Allowance (TRA).</li> </ul>	<ul style="list-style-type: none"> <li>No alignment between Programme and Activity Schedule.</li> </ul>	<ul style="list-style-type: none"> <li>No alignment between programme and Approach Paper.</li> <li>The Basis of the Schedule document contains insufficient detail, critical errors and omissions. As such, it does not support the programme model and the submission does not contain the minimum requirements as stipulated.</li> <li>No alignment between Basis of Schedule documentation and the Programme model.</li> </ul>
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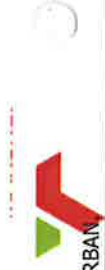
<p><b>Score 40</b></p>	<ul style="list-style-type: none"> <li>The programme is generic, not practical and unrealistic, therefore is unlikely to satisfy project objectives or <i>Employer's</i> requirements. The tenderer has misunderstood certain aspects of the scope of the works and does not deal with the critical aspects of the project.</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has addressed some critical but not all access requirements.                             <ul style="list-style-type: none"> <li>The tenderer has not made adequate allowance in timing for undertaking deliverables as stipulated within the Activity Schedule and <i>Employer's</i> Works Information.</li> </ul> </li> <li>The tenderer has not made an adequate allowance for the approval process and timing for Health &amp; Safety, Environmental and Quality pre-requisites/requirements.</li> <li>The tenderer has not adequately demonstrated provision for the process and timeframes associated with undertaking procurement processes, inductions, permits and medicals.</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has addressed most date requirements; however, submission contains critical logic and sequencing errors, which renders it unrealistic/unachievable.                             <ul style="list-style-type: none"> <li>The tenderer has demonstrated inadequate provision for Time Risk Allowance (TRA) i.e. TRA in insufficient quantities and not assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Some alignment between Programme and Activity Schedule.</li> </ul>	<ul style="list-style-type: none"> <li>Critical errors and or omissions in alignment between programme and Approach Paper.                             <ul style="list-style-type: none"> <li>The Basis of the Schedule document contains sufficient detail, but critical errors exist. As such, the Basis of Schedule does not fully support the programme model however, the submissions contains some of the minimum requirements as stipulated.</li> <li>Critical errors in alignment between Basis of Schedule documentation and the Programme model.</li> </ul> </li> </ul>
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<p><b>Score 60</b></p>	<ul style="list-style-type: none"> <li>The Programme addresses certain specific project objectives but does not adequately deal with all critical characteristics of the project.</li> <li>The programme is complete and decomposed, as demonstrated in the project WBS which fully demonstrates the Provision of the Works.</li> <li>The programme is adequately predictive in that it contains minor errors or omissions in critical path/s.</li> <li>The programme contains minor errors and omissions in logic (i.e. horizontal and vertical traceability)</li> <li>The Programme demonstrates the sequence, methodology and underlying approach to provision of the <i>Works</i>, in line with the requirements of the <i>Employers Works Information</i>, as such adequately deals with some but not all the critical characteristics of overall project.</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has adequately addressed all access requirements.</li> <li>The tenderer has made an adequate allowance for the approval process, timing and scope for Health &amp; Safety, Environmental and Quality pre-requisites/requirements.</li> <li>The tenderer has not adequately demonstrated provision for the process and timeframes associated with undertaking procurement processes, inductions, permits and medicals.</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate, and renders the submission realistic and achievable.</li> <li>The tenderer has demonstrated inadequate provision for Time Risk Allowance (TRA) i.e. TRA in insufficient quantities, and not assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty.</li> </ul>	<ul style="list-style-type: none"> <li>Programme and Activity Schedule are relatively aligned but the level of decomposition of the Programme is not appropriate to support the scope and associated duration estimates.</li> </ul>	<ul style="list-style-type: none"> <li>Minor errors and or omissions in alignment between programme and Approach Paper.</li> <li>The Basis of Schedule document contains sufficient detail, but minor errors still exist, however critical aspects of the Programme model are adequately substantiated.</li> <li>Minor errors and or omissions exist in alignment of the Basis of Schedule document and the Programme model.</li> </ul>
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<p><b>Score 80</b></p>	<ul style="list-style-type: none"> <li>▪ The programme addresses specific project objectives and critical aspects.</li> <li>▪ The programme is complete and sufficiently decomposed, as demonstrated in the project WBS which fully demonstrates the Provision of the Works and/ or encompasses project scope as detailed but not limited to the <i>Works Information</i>;</li> <li>▪ The programme is adequately predictive in that it provides meaningful critical path(s) and forms an accurate/ realistic model of project risk, the latter as demonstrated in activity duration estimates;</li> <li>▪ The programme adequately demonstrates the sequence, methodology and underlying approach to Provision of the Works, in line with the requirements of the <i>Works Information</i>, as such adequately deals with the critical characteristics of overall project.</li> </ul>	<ul style="list-style-type: none"> <li>▪ The tenderer has addressed all access requirements.</li> <li>▪ The tenderer has made an adequate allowance in timing and scope for undertaking deliverables as stipulated within the Activity Schedule and <i>Employer's Works Information</i>.</li> <li>▪ The tenderer has made an adequate allowance for the approval process, timing and scope for Health &amp; Safety, Environmental and Quality pre-requisites/requirements.</li> <li>▪ The tenderer has adequately demonstrated provision for the process and timeframes associated with undertaking procurement processes, inductions, permits and medicals i.e. all items considered and sufficient timeframes allowed.</li> </ul>	<ul style="list-style-type: none"> <li>▪ The tenderer has addressed all date requirements correctly and submission logic and sequencing which is accurate, and renders the submission realistic and achievable.</li> <li>▪ The tenderer has demonstrated adequate provision for Time Risk Allowance (TRA) i.e. TRA in sufficient quantities, correctly assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Programme and Activity Schedule are fully aligned and the level of decomposition of the Programme is appropriate to support the scope and associated duration estimates.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Programme and Approach Paper are fully aligned and submission contains no critical errors or omissions.</li> <li>▪ The Basis of the Schedule document contains sufficient detail, no critical errors or omissions and as such fully supports the Programme model.</li> <li>▪ In addition the submissions contains the minimum requirements as stipulated.</li> <li>▪ Basis of Schedule document and Programme model are fully aligned.</li> </ul>
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<b>Score 100</b>	Besides meeting the above "80" rating, the important issues are approached in an innovative and efficient way.	Besides meeting the "80" rating, the tenderer has exceeded the required expectations.	Besides meeting the "80" rating, the tenderer has exceeded the required expectations.	Besides meeting the "80" rating, the tenderer has exceeded the required expectations.	Besides meeting the "80" rating, the tenderer has exceeded the required expectations.
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## T2.2-06: Evaluation Schedule: Quality Management

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard and requirements stated in the Works Information and should include but not be limited to:

1. Project Quality Plan (PQP) for the contract which satisfies the technical and quality requirements of the Scope of Works, identifying all procedures, reviews, audits, controls and used to control and verify compliance with the specified Contractual requirements.
2. Quality Control Plan (Q.C.P) specific to the Project but not limited to:
  - Installation of the water meters and associated pipe work.
  - Manhole construction.
  - Installation and configuration of the Automatic Meter Reading devices including network connectivity (Network Signal Strength).
  - Software installation and integration with PowerSmartWebBilling software.

These Q.C.P's shall identify all inspection, test and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witness and hold points.

### Attached submissions to this schedule:

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The scoring of the Quality Management will be as follows:



	Project Quality Plan	Quality Control Plan	
Points	2.5	2.5	
		Elements	Weight
		- Installation of the water meters and associated pipe work.	25 %
		- Manhole construction.	25%
		- Installation and configuration of the Automatic Meter Reading devices including network connectivity (Network Signal Strength).	25%
- Software installation and integration with PowerSmartWebBilling software.	25%		
Scores			
Scores 0	The Tenderer has submitted no information to determine a score.		
Scores 20	Information supplied is totally insignificant/ inadequate to satisfy the technical and quality requirements of the <i>Contractors</i> scope of work. Very poor/ Inadequate submission of procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements.	Information supplied is totally inadequate to satisfy the technical and quality requirements of the <i>Contractor's</i> scope of work. Very poor information in the Q.C.P's. The Q.C.P's do not identify any inspection, test and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witness and hold points.	
Scores 40	PQP lacks convincing evidence to satisfy the technical and quality requirements of the <i>Contractors</i> scope of work. Poor submission of procedures, reviews, audits, controls and records to be used to control and verify compliance with the specified Contractual requirements.	Poor response – solution lacks convincing evidence, to satisfy the technical and quality requirements of the Contractors scope of works. Poor information in the Q.C.P's. The Q.C.P's does however identify some of the inspection, test and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witness and hold points.	



<b>Scores 60</b>	Satisfactory response – the PQP adequately covers most of the technical and quality requirements of the <i>Contractors</i> scope of work. Satisfactory submission of procedures, reviews, audits, controls, and records to be used to control and verify compliance with the specified Contractual requirements are adequately covered and shows understanding of project quality requirements.	Satisfactory response to the particular aspect of the requirements. Satisfactory information in the Q.C.P's. The Q.C.P's identify most of the inspection, test and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witness and hold points.
<b>Scores 80</b>	Good response – the PQP demonstrate real understanding and evidence of ability to meet stated technical and quality requirements. Good submission of procedures, reviews, audits, controls and records to be used to control and verify compliance with the specified Contractual requirements.	Good response – solution demonstrate real understanding and evidence of ability to meet the technical and quality requirements of the Contractors scope of works. Good information in the Q.C.P's. The Q.C.P's identify all inspection, test and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witness and hold points.
<b>Scores 100</b>	Very good response – the PQP gives real confidence that the tenderer is most likely to ensure compliance with the technical and quality requirements. Very good submission of procedures, reviews, audits, controls and records to be used to control and verify compliance with the specified Contractual requirements.	Very good response – solution gives real confidence that the tenderer is most likely to ensure compliance with the technical and quality requirements. Very good information in the Q.C.P's. The Q.C.P's identify all inspection, test and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witness and hold points.

## **T2.2-07: Evaluation Schedule – Project Organogram, Management & CV's of Key Personnel**

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required services and submit the following documents as a minimum with the tender:

1. The experience of assigned *key persons* in relation to the scope of work will be evaluated from two different points of view, namely:
  - i. General experience (total duration of construction activity) and positions held of each discipline specific team member.
  - ii. The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the Scope of Works. Proof of education and training must be attached to the C.V.
2. Comprehensive CV's should be attached to this schedule:

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

- i. Personal particulars
    - a. Name
    - b. Date and place of birth
    - a. Place (s) of tertiary education and dates associated therewith
    - b. Professional awards
  - ii. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
  - iii. Name of current employer and position in enterprise
  - iv. Overview of post graduate experience (year, organization and position)
  - v. Outline of recent assignments / experience that has a bearing on the Scope of Works
3. CV's for people proposed for all identified posts including:

### **Site Management:**

#### **Contract Manager**

The Contract Manager should at least have a minimum qualification of a National Diploma in Civil Engineering with 5 years minimum experience in Civil Construction projects. The Contracts Manager must have worked on at least 3 separate projects using the NEC3 Engineering and Construction Contract.

#### **Construction Manager**

The Construction Manager should at least have a minimum qualification of a National Diploma in Civil Engineering with 5 years minimum experience in Civil Construction Projects. The Construction Manager must have experience working in at least 3 separate projects of equal magnitude or higher.

#### **Engineer**

The Engineer should at least have a minimum qualification of a National Diploma in Electronic/ Software or Electrical Engineering with 5 years minimum experience on electricity/ water tariffs, smart billing, Software Development, Software Integration, Power Smart Suite of software and configuration of the Microsoft SQL Server (Enterprise Edition) and OPC Server.

#### **Foreman (Plumbing)**

The Foreman must have a Trade Certificate in Plumbing with 5 years minimum experience in the installation, testing and commissioning of water or sewage networks.



▪ **Site Officer**

Safety, Health and Environmental Officer

The SHE Officer must be a registered Health and Safety Officer with SACPCMP with 3 years minimum experience in construction projects of similar magnitude and higher, and have a SAMTRAC or modern SHEQ risk management training course as a minimum qualification.

4. Submit a comprehensive and detailed **organogram** that shows the structure and composition of their management structure involved in the *works* inclusive of the key staff.

List of Key Persons assigned to the above disciplines

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Contract Manager		
2	Construction Manager		
3	Engineer		
4	Foreman		
5	Safety Officer		
6			

The scoring of the Management & CV's of Key Persons will be as follows:

	<b>General experience for the following:</b>	<b>Education, training and skills Adequacy for the following:</b>
	<b>Site Management:</b> Contract Manager x 1                      20% Construction Manager x 1                20% Engineer x 1                                  20% Foreman x 1                                  20% SHE Officer x 1                              20%	<b>Site Management:</b> Contract Manager                              20% Construction Manager x 1                    20% Engineer x 1                                      20% Foreman x 1                                      20% SHE Officer x 1                                  20%
<b>Points</b>	<b>15</b>	<b>15</b>
<b>Score</b>		
<b>Score 0</b>	The Tenderer has submitted no information to determine a score.	
<b>Score 20</b>	Key staff does not have relevant levels of experience. <ul style="list-style-type: none"> <li>Contract Manager: &lt; 3 Years</li> <li>Construction Manager: &lt; 3 Years</li> <li>Engineer: &lt; 3 Years</li> <li>Foreman: &lt; 3 Years</li> <li>Safety Officer: &lt; 3 Years</li> </ul>	Key staffs does not have project specific education, skills and training. <ul style="list-style-type: none"> <li>Very poor response – Education, training and skills are totally insignificant to satisfy the minimum requirements.</li> </ul>
<b>Score 40</b>	Key staff has limited level of relevant experience. <ul style="list-style-type: none"> <li>Contract Manager: ≥ 3 but &lt; 5 years</li> </ul>	Key staff has limited levels of required specific education, skills and training. <ul style="list-style-type: none"> <li>Below minimum response – Education, training and skills lack convincing</li> </ul>

	<ul style="list-style-type: none"> <li>Construction Manager: <math>\geq 3</math> but <math>&lt; 5</math> years</li> <li>Engineer: <math>\geq 3</math> but <math>&lt; 5</math> years</li> <li>Foreman: <math>\geq 3</math> but <math>&lt; 5</math> years</li> <li>Safety Officer: <math>\geq 3</math> but <math>&lt; 5</math> years</li> </ul>	evidence to satisfy the minimum requirements
<b>Score 60</b>	<p>Key staff has the required minimum levels of experience.</p> <ul style="list-style-type: none"> <li>Contract Manager: <math>\geq 5</math> but <math>&lt; 7</math> years</li> <li>Construction Manager: <math>\geq 5</math> but <math>&lt; 7</math> years</li> <li>Engineer: <math>\geq 5</math> but <math>&lt; 7</math> years</li> <li>Foreman: <math>\geq 5</math> but <math>&lt; 7</math> years</li> <li>Safety Officer: <math>\geq 5</math> but <math>&lt; 7</math> years</li> </ul>	<p>Key staff has the required minimum levels of education, skills and training.</p> <ul style="list-style-type: none"> <li>Satisfactory response – Education, training and skills meet certain aspects of the minimum requirements.</li> </ul>
<b>Score 80</b>	<p>Key staff has extensive levels of relevant experience.</p> <ul style="list-style-type: none"> <li>Contract Manager: <math>\geq 7</math> but <math>&lt; 10</math> years</li> <li>Construction Manager: <math>\geq 7</math> but <math>&lt; 10</math></li> <li>Engineer: <math>\geq 7</math> but <math>&lt; 10</math></li> <li>Foreman: <math>\geq 7</math> but <math>&lt; 10</math></li> <li>Safety Officer: <math>\geq 7</math> but <math>&lt; 10</math> years</li> </ul>	<p>Key staff has extensive levels of education, skills and training.</p> <ul style="list-style-type: none"> <li>Good response – Education, training and skills meet the minimum requirements.</li> </ul>
<b>Score 100</b>	<p>Key staff has the required minimum levels of experience.</p> <ul style="list-style-type: none"> <li>Contract Manager: <math>\geq 10</math> years</li> <li>Construction Manager: <math>\geq 10</math> years</li> <li>Engineer: <math>\geq 10</math> years</li> <li>Foreman: <math>\geq 10</math> years</li> <li>Safety Officer: <math>\geq 10</math> years</li> </ul>	<p>Key staff has outstanding levels of education, skills and training.</p> <ul style="list-style-type: none"> <li>Excellent response – All specified education, training and skills are met and exceeded.</li> </ul>

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

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## T2.2-08: Evaluation Schedule: Environmental Management

The Tenderer must review the following documents for context to meet the environmental requirements, namely:

- Transnet Health and Safety Specification
- Environment Management Plan Guidelines

1. The tenderer must submit an Environment Management Plan (EMP) specific to the scope of the project. Environmental aspects and impacts together with mitigation measures must be clearly defined.

By signing this Tender Schedule, the tenderer confirms that they will comply with the above requirements and in particular Transnet policy statements and environmental specifications.

The scoring of the Tenderer's Environmental Management submission will be as follows: \*

<b>Points</b>	<b>10</b>
<b>Score</b>	<b>Environmental Management</b>
<b>Score 0</b>	The Tenderer has submitted no information to determine a score.
<b>Score 20</b>	Environment Management Plan (EMP) generic and irrelevant to the project.
<b>Score 40</b>	Environment Management Plan (EMP) submitted, identifies environmental risks but does not provide mitigation measures. EMP is unlikely to ensure compliance with stated <i>Employer's</i> Scope of Work.
<b>Score 60</b>	EMP submitted is addressing all environmental risks identified in the Risk Assessment and it provides mitigation measures. EMP aligned to the method statement. EMP is possibly able to ensure compliance with stated <i>Employer's</i> Scope of Work.
<b>Score 80</b>	EMP submitted is addressing all environmental risks identified in the Risk Assessment and it provides mitigation measures. EMP aligned to the method statement. EMP is likely to ensure compliance with stated <i>Employer's</i> Scope of Work.
<b>Score 100</b>	EMP submitted is addressing all environmental risks identified in the Risk Assessment and it provides mitigation measures. EMP aligned to the method statement. EMP is most likely to ensure compliance with stated <i>Employer's</i> Scope of Work.

## T2.2-09: Evaluation Schedule: Approach Paper

The Tenderer to submit an approach paper which responds to the scope of work and outlines the proposed approach / methodology. The approach paper should articulate what the Tenderer will provide to achieve the stated objectives for project which should include details contained in the project programme.

The Approach Paper should cover:

- Detailed method statement, technical approach and construction sequencing in terms of the Works Information.
- Narrative related to the programme.
- Demonstrate an understanding of the project objectives.
- Detailed list of equipment, plant and staff complement required to execute the works, and areas they will be utilised in.

The approach paper shall include as a minimum but not limited to the following (the Contractor must refer to the Works Information for a full description of the scope of the works):

- Method/ Procedure to be followed in installing the meters for both above and belowground installations
- Commissioning of the installation
- Manhole construction
- Installation of the electronic intelligence for automatic meter reading
- Programming of the electronics to produce the required data
- Configuration of the electronics for connectivity.
- Integration of the water meters onto the existing billing system (Software Integration)
- Mapping of all 29 installation points onto the Geographic Information System (GIS) showing the exact installation point, opening meter reading and the picture of the installation.
- Testing and commissioning of the integrated system.

### Index of documentation attached to this schedule

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The scoring of the approach paper will be as follows:

<b>Approach is clearly articulated and based on the Works Information</b>	
<b>Points</b>	<b>13</b>
<b>Score</b>	
<b>Score 0</b>	The Tenderer has submitted no information to determine a score.
<b>Score 20</b>	The technical approach paper and/ or methodology is irrelevant to the project. The narrative is also not aligned to the project programme. The approach paper is not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and does not deal with the critical aspects of the project.
<b>Score 40</b>	The technical approach and/ or methodology is poor and vague although it does align with the project programme. The technical approach and/ or methodology is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the <i>Works Information</i> and does not deal with the critical aspects of the project.
<b>Score 60</b>	The technical approach and/ or methodology is satisfactory although it does not adequately deal with the critical aspects of the project. The approach paper demonstrate that the Tenderer understands the scope of work and has the ability to meet stated requirements on the <i>Works Information</i> .
<b>Score 80</b>	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The approach to managing risk etc. is specifically tailored to the critical characteristics of the project. The approach paper demonstrate real understanding and evidence of ability to meet stated requirements on the <i>Works Information</i>
<b>Score 100</b>	Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.



## T2.2-10: Evaluation Schedule: Previous Experience

### Note to tenderers:

Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following:

- The Tenderer must submitted a traceable references list to substantiate experience indicated (Client name and contact details, project description, duration and contract value)
- Tenderers shall ensure that for all projects listed, either a copy of the signed contract, purchase order or completion certificate have been submitted for each project to be considered.

### Index of documentation attached to this schedule

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<b>Points</b>	<b>10</b>
<b>Score</b>	<b>Previous Experience</b>
<b>Score 0</b>	The Tenderer has submitted no information to determine a score.
<b>Score 20</b>	The Tenderer's previous experience presented has no relevance to the scope of this project and did not address any of the required categories. Tenderers generally have experience in one (1) project relating to the Works Information. The tenderer has limited or poor evidence of previous experience.
<b>Score 40</b>	The Tenderer's previous experience presented demonstrates sufficient knowledge and experience to successfully execute the scope of the project. Tenderers generally have experience in two (2) projects relating to the Works Information. The tenderer has reasonable and relevant previous experience to the particular requirements of the Works Information.
<b>Score 60</b>	The Tenderer's previous experience presented demonstrates sufficient knowledge and experience to successfully execute the scope of this project. Tenderers generally have experience in three (3) projects relating to the Works Information. The tenderer has reasonable and relevant previous experience to the particular requirements of the service.
<b>Score 80</b>	The Tenderer's previous experience presented demonstrates a real understanding and substantial evidence of the ability meet the stated project requirements. Tenderers generally have experience in four (4) projects relating to the Works Information. The tenderer has extensive previous experience in relation to the project.



<b>Score 100</b>	<p>The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all of the categories as required. Tenderers generally have experience in five (5) or more projects relating to the Works Information.</p> <p>The tenderer has comprehensive previous experience in projects of a similar nature.</p>
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## **T2.2-11: Evaluation Schedule: Safety, Health and Environment (SHE)**

The Tenderers are required to submit the following documents as a minimum:

- Overview of Tenderer's SHE plan specific to the project.
- Detailed Risk Assessment
- Safety Work Method Statement

### **Index of documentation attached to this schedule:**


The scoring of the Tenderer's Healthy and Safety submission will be as follows:

Sub-Criteria	SHE Plan	Safety Work Method Statement	Risk Assessment
Points	5	5	10
<b>Score 0</b>	The Tenderer has submitted no information to determine a score.		
<b>Score 20</b>	The Service provider has developed a Basic SHE Plan. The information submitted is poor, does not meet any of the requirements of the Applicable Sections on the SHE Specification, and is irrelevant to the project.	The Service provider has developed and provided an unsigned Method statement/s for all Process/Activities by the Construction Manager/Supervisor however it is not in logical sequence and has not included the hazards. Information submitted is poor, does not meet the requirements, and irrelevant to the project.	The Service provider has developed and provided a generic unsigned Risk assessment by the Construction Manager/Supervisor that is not based on the Method statement. Information submitted is poor, does not meet the requirements, and irrelevant to the project.
<b>Score 40</b>	The Service provider has developed an unsigned Generic SHE Plan and it does not meet all of the requirements of the Applicable Sections on the SHE Specification.	The Service provider has developed and provided an unsigned Method statement/s for all Process/Activities by the Construction Manager/Supervisor however; it is not in logical sequence and has not included the hazards.	The Service provider has developed and provided a generic signed Risk assessment by the Construction Manager/Supervisor that is not based on the Method statement. The submission lack certain requirements to achieve the required TNPA standard with little further development required.
<b>Score 60</b>	The Service provider has developed a signed Generic SHE Plan and it does not meet all of the requirements of the Applicable Sections on the SHE Specification.	The Service provider has developed and provided a signed Method statement/s for all Process/Activities by the Construction Manager/Supervisor however, it is in logical sequence however has not included hazards.	The Service provider has developed and provided and signed Risk assessment by the Construction Manager/Supervisor that is based on the Method statement
<b>Score 80</b>	The Service provider has developed an unsigned SHE Plan according to the Clients Specifications.	The Service provider has developed and provided an unsigned Method statement/s for all	The Service provider has developed and provided an signed Risk assessment by the Construction

		Process/Activities by the Construction Manager/Supervisor including the hazards.	Manager/Supervisor using hierarchy of controls that is based on the Method statement
<b>Score 100</b>	The Service provider has developed a signed SHE Plan according to the Clients Specifications.	The Service provider has developed and provided a Signed Method statement/s for all Process/Activities by the Construction Manager/Supervisor including the hazards.	The Service provider has developed a signed Risk assessment by the Construction Manager/Supervisor using hierarchy of controls and SMART Principle and is based on the Method statement

## T2.2-11a TNPA Estimate Health and Safety Cost Breakdown

Tenderer (Company)	Responsible Person	Designation	Date
Project/Tender Title	Project/Tender No.	Project Location / Description	

#	Cost element	Unit Cost (R)	# of Units	Total Cost (R)
1.	Human Resources			
2.	Systems Documentation			
3.	Meetings & Administration			
4.	H&S Training			
5.	PPE & Safety Equipment			
6.	Signage & Barricading			
7.	Workplace Facilities			
8.	Emergency & Rescue Measures			
9.	Hygiene Surveys & Monitoring			
10.	Medical Surveillance			
11.	Safe Transport of Workers			
12.	HazMat Management (e.g. asbestos /silica)			
13.	Substance Abuse Testing (3 kits @R500 pm)			
14.	H&S Reward & Recognition			

<b>Total Health and Safety Estimate (R)</b>	
<b>Total Estimate Value (R)</b>	
<b>H&amp;S Cost as % of Tender value</b>	



## T2.2-11b: Health, Safety Questionnaire

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



#### 4. SAFETY PROGRAM

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

#### 5. TRAINING PROGRAM

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



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

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

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

## 6. SAFETY ACTIVITIES

Do you conduct safety inspections?

Yes ☐ No ☐ Weekly ☐ Monthly ☐ Quarterly ☐

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

\_\_\_\_\_

Who follows up on inspection action items? \_\_\_\_\_

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

Yes ☐ No ☐ Daily ☐ Weekly ☐ Biweekly ☐

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

Yes ☐ No ☐ Weekly ☐ Biweekly ☐ Monthly ☐

Is pre-job safety instruction provided before to each new task?

☐ Yes ☐ No

Is the process documented?

☐ Yes ☐ No

Who leads the discussion? \_\_\_\_\_

Do you have a hazard assessment process?

☐ Yes ☐ No

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

\_\_\_\_\_

\_\_\_\_\_

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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vice President/Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Director/Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
President/Chief Executive Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

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

7D Does your company track non-injury incidents?

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

## 8 PERSONNEL

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

Name	Position/Title	Designation

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

Name	Address	Telephone Number

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

## Contractor Questionnaire

CONTRACTOR QUESTIONNAIRE				
1.	POLICY, ORGANISATION AND MANAGEMENT INVOLVEMENT	YES	NO	N/A
1.1	Does your company have a SHEQ Policy?			
1.2	Has a copy signed by the Chief Executive Officer / Managing Director been supplied?			
	Provide company organogram.			
1.3	Company Certified? i.e. ISO 14001, ISO 9001, OHSAS 18001 etc.			
	If yes, provide proof of periodical work area inspections and Regular Health and Safety meetings with personnel			
1.4	Does the company have OHSAct 16.2 Appointee?			
1.5	Is your company registered with the Compensation Commissioner (COID Act) or licenses compensation insurer? If so, please provide registration number.			
1.6	Do you have a copy of good standing certificate, confirming that your registration is paid up? If so, please provide copy thereof			
1.7	Does the company comply with the relevant legal appointees for this project i.e. Representatives, Environmental Control Officer, First Aiders, Risk Assessors, etc.?			
2.	ACCREDITATION	YES	NO	
2.1	Does the company have the auditable Management Systems in place?			
	If so, please provide proof of certificate issued by a credible external Assurance Auditor.			
3.	TRAINING	YES	NO	
3.1	Has the training based on risks/hazards that has been identified been done?			
3.2	Is training provided to employees at the following stages?			
	▪ When joining the company			
	▪ When changing jobs within the company			
	▪ When new plant or equipment needs to be operated			
	▪ As a result of experience of and feedback from an accident/incident reports			
3.3	Provide proof of specialist training provided such as training analysis, Certificates, Job Specific Training or Induction Training program?			
3.4	What legal or compliance training is provided specifically to			
	▪ First line supervisors?			
	▪ Middle and top management?			
3.5	Are all employees (including sub-contractors) instructed as to the application of rules and regulations within your organization?			
3.6	Does this training include the selection, use and care of personal protective equipment?			
3.7	What refresher training is provided and at what intervals?			
	Please list examples			
4.	PURCHASE OF GOODS, MATERIALS AND SERVICES	YES	NO	

### Contractor Questionnaire

4.1	Do you have a system which ensures that all statutory inspections of plant and equipment are carried out?			
	Give examples of plant/equipment covered:			
4.2	Is there a record of inspections conducted above?			
4.3	Do you carry out plant and equipment inspections prior to work commencing to ensure the hazards are identified?			
	Please provide copies of these inspection reports.			
4.4	Do you evaluate the competence of all sub-contractors?			
	Please describe how this is achieved and how the results are monitored.			
<b>5.</b>	<b>INSPECTIONS</b>	<b>YES</b>	<b>NO</b>	
5.1	Are periodic work inspections carried out by first line supervisors?			
5.2	Are unsafe acts and conditions reported and remedial actions formally monitored?			
<b>6.</b>	<b>RULES AND REGULATIONS</b>	<b>YES</b>	<b>NO</b>	
6.1	Do organisational rules and regulations exist for personnel and subcontractors?			
	Do these cover			
	▪ General rules			
	▪ Project rules			
	▪ Specific task rules			
6.2	Do these rules include a permit to work system (as applicable)?			
6.3	Do you have experience of contractor execution plans?			
	Give examples of where these have been used			
6.4	Do you have a formal company guideline for holding pre-contract progress meetings with the client?			
<b>7.</b>	<b>RISK MANAGEMENT</b>	<b>YES</b>	<b>NO</b>	
7.1	Have you performed assessment of the risks involved in the execution of contract work?			
7.2	Do you have safe work procedure for all high risk/hazards identified?			
7.3	Are employees trained on Safe Work Procedures?			
7.4	Do you have a copy of the PPE needs analysis done and issue records kept?			
<b>8.</b>	<b>BUSINESS CONTINUITY AND EMERGENCY ARRANGEMENTS</b>	<b>YES</b>	<b>NO</b>	
8.1	Do you have an emergency plan AND business continuity plan in place?			
8.2	Are provision made for Trained First Aiders?			
8.3	Are employees trained on the emergency plan/procedure and business continuity plan?			
<b>9.</b>	<b>FALL PROTECTION</b>	<b>YES</b>	<b>NO</b>	
9.1	Are you able to demonstrate that work at heights undertaken under competent supervision, carried out by employees who are trained and medically fit?			
9.2	Does your fall protection plan include rescue plan, risk assessment, inspection, testing and maintenance of fall protection equipment?			
<b>10.</b>	<b>PROJECT SECURITY</b>	<b>YES</b>	<b>NO</b>	
10.1	Has the security assessment for the site been done?			
10.2	Are measures put in place to ensure security of the project personnel and equipment?			

### Contractor Questionnaire

11.	RECRUITMENT OF PERSONNEL	YES	NO				
11.2	Are medical examinations carried prior to employment, in all cases?						
11.3	Are exit medicals conducted on staff once they have resigned? e.g. via trade testing, reference checks, etc.						
11.4	How do you assess the competence of staff before an appointment is made?						
11.5	Is the substance abuse policy and testing procedure in place?						
12.	REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS	YES	NO				
12.1	Do you have a procedure for reporting, investigating and recording accidents and incidents?						
	Supply copy of this procedure and incident register including first aid and medical cases.						
12.2	Is there a standard report/investigation form used? If yes, supply copy.						
12.3	Do you have a formal system for reporting situations/near misses etc.? If yes, provide copy.						
		YEAR-1	YEAR-2	YEAR-3	YEAR-4	YEAR-5	
	Lost time accidents per 100 employees						
	Major/Reportable injuries per 100 employees						
	Number of dangerous occurrences						
	Lost man days due to accidents						
13.	COMMUNICATION AND CONSULTATION	YES	NO				
13.1	Are progress and other legal meetings held?						
13.2	Are minutes of the meetings recorded and results of these meetings communicated to all employees? If yes, please describe method						
13.3	Are daily talks meetings conducted to discuss hazards on site, incident recall, performance?						
14.	COSTS	YES	NO				
14.1	Has the Contractor made provision for the cost for IMS requirements for the project? Refer to Pricing Schedule Requirements (Annexure 8.4, TRN-IMS-GRP-PROC-014-8.4)						
Name of Transnet Contract Manager/Designated Transnet Person:							
Signature of Transnet Contract Manager/Designated Transnet Person:							
Date of Receipt of Documentation:							
Comments:							
Date of Endorsement of Documentation:							

### **2.1.3 Returnable Schedules**

## **General**

## T2.2-12: Intention to Tender

To be returned within 5 days after receipt **(26 November 2021)**

EMAIL Transnet National Ports Authority

Tender No: HCT/10/13/1168 TNPA997

TO: Attention: Shani Evans

Email: **shani.kleyn@transnet.net**

Closing Date: **10 January 2022**

**For: Supply and Installation of AMR / AMI Water Meters in The Port of Durban.**

**Check**

**We: Do wish to tender** for the work and shall return our tender by the due date  
above

**Yes** ☐ **No** ☐

Any clarifications are to be mailed to: shani.kleyn@transnet.net, and all responses will be communicated to all tenderers in writing via e-mail.

Company: .....

Contact: .....

Phone No: .....

e-mail Address: .....

REASON FOR NOT TENDERING:

\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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



## T2.2-13: Authority to submit a Tender

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

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

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors



## B. Certificate for Partnership

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

Name	Address	Signature	Date

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



### C. Certificate for Joint Venture

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

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

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

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



**D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor

## T2.2-14: 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		



## **T2.2-15 Letter/s of Good Standing with the Workmen's Compensation Fund**

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

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

Name of Company/Members of Joint Venture:

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





## **T2.2-17: Capacity and Ability to meet Delivery Schedule**

### **Note to tenderers:**

The Tenderer is required to demonstrate to the *Employer* that the tenderer has sufficient current and future capacity to carry out the work as detailed in the Works Information and that the tenderer has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;
- Current and future work on his order book, showing quantity and type of equipment;
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on;
- The work as covered in this Works Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.

### **Index of documentation attached to this schedule:**

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



## T2.2-18: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.



## T2.2-19: 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

## **2.1.4 Agreement and Commitment by Tenderer**



## **T2.2-20 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")**

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

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

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

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":  
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement, the Operator is (..... insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.

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

- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

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

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

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

### 3. **SOLE AGREEMENT**

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

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021

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

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

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

.....(insert name of Tenderer/Contractor)

Authorised signatory for and on behalf of .....(insert name of Tenderer/Contractor) who warrants that he/she is duly authorised to sign this Agreement.

#### AS WITNESSES:

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

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

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

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



## T2.2-21 NON-DISCLOSURE AGREEMENT

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

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

**TRANSNET SOC LTD**

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at 2nd Floor, Waterfall Business Estate, 9 Country Estate Drive, Midrand, 1662, South Africa  
**and**

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

### WHEREAS

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

### IT IS HEREBY AGREED

#### 1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
  - 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
  - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or



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

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

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

## 2. **CONFIDENTIAL INFORMATION**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

### **4. ANNOUNCEMENTS**

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

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

### **5. DURATION**

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

### **6. PRINCIPAL**

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



## 7. ADEQUACY OF DAMAGES

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

## 8. PRIVACY AND DATA PROTECTION

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

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

## 9. GENERAL

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

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

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

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

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

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

Signed

Date

Name

Position

Tenderer



## T2.2-22: RFQ DECLARATION FORM

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

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

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Indicate nature of relationship with Transnet:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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



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

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

#### IMPORTANT NOTICE TO RESPONDENTS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Respondent 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 Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
- For transactions below the R5, 000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.

## **T2.2-23 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

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

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

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

### **1 OBJECTIVES**

- 1.1 Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
  - a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
  - b) Enable Tenderers/Service Providers/Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

### **2 COMMITMENTS OF TRANSNET**

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer

during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.

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

### 3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

- a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
- b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
- c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
- d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

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

- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
- b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

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

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

- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
    - Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
    - Principle 2: make sure that they are not complicit in human rights abuses.
  - b) Labour
    - Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
    - Principle 4: the elimination of all forms of forced and compulsory labour;
    - Principle 5: the effective abolition of child labour; and
    - Principle 6: the elimination of discrimination in respect of employment and occupation.
  - c) Environment
    - Principle 7: Businesses should support a precautionary approach to environmental challenges;
    - Principle 8: undertake initiatives to promote greater environmental responsibility; and
    - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
  - d) Anti-Corruption
    - Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.



#### 4 INDEPENDENT TENDERING

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

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

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

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

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

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

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



## 10 DISPUTE RESOLUTION

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
  - b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
  - c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
  - d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

## 11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.



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

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

---

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

Signature .....

Date .....



## T2.2-24 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

---

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



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

Signed on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
SIGNATURE OF TENDERER



## T2.2-25: REQUEST FOR PROPOSAL – BREACH OF LAW

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

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

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

NATURE OF BREACH: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



## T2.2-26: 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.**

**Section 9: The attached SBD8 must be completed for each tender and be attached as a requirement.**

**Section 10: The attached SBD9 must be completed for each tender and be attached as a requirement.**



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

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

Signed

Date

Name

Position

Enterprise

name



SBD 4

### DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/ adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

---

<sup>1</sup>"State" means –

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity;
- b) provincial legislature;
- c) national Assembly or the national Council of provinces; or
- d) Parliament.



**SBD 4**

**2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: \_\_\_\_\_

2.2 Identity Number: \_\_\_\_\_

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): \_\_\_\_\_

2.4 Company Registration Number: \_\_\_\_\_

2.5 Tax Reference Number: \_\_\_\_\_

2.6 VAT Registration Number: \_\_\_\_\_

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 3 below.

2.7 Are you or any person connected with the bidder presently employed by the state?

**YES / NO**

2.7.1 If so, furnish the following particulars:

- Name of person / director / trustee / shareholder/ member: \_\_\_\_\_

- Name of state institution at which you or the person connected to the bidder is employed: \_\_\_\_\_

- Position occupied in the state institution: \_\_\_\_\_

Any other particulars:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.



**SBD 4**

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

**YES / NO**

2.7.3 If yes, did you attached proof of such authority to the bid document?

**YES / NO**

Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.3.1 If no, furnish reasons for non-submission of such proof:

---

---

---

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

**YES / NO**

2.8.1 If so, furnish particulars:

---

---

---

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

2.8.2 If so, furnish particulars.

---

---

---

**SBD 4**



- 2.9 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

**YES/NO**

- 2.9.1 If so, furnish particulars.

---

---

---

- 2.10 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

**YES/NO**

- 2.10.1 If so, furnish particulars:

---

---

---



**SBD 4**

**3 Full details of directors / trustees / members / shareholders.**

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Tax Reference Number</b>	<b>State Employee Number / Persal Number</b>



**SBD 4**

**4 DECLARATION**

I, THE UNDERSIGNED (NAME) \_\_\_\_\_ CERTIFY THAT THE  
INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE  
GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder



**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS  
2017**

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

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

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

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

	POINTS
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

**2. DEFINITIONS**

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based



on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
  - i) the B-BBEE status level certificate issued by an authorised body or person;
  - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

### 3. POINTS AWARDED FOR PRICE

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

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

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

Where

- $P_s$  = Points scored for comparative price of bid under consideration
- $P_t$  = Comparative price of bid under consideration
- $P_{\min}$  = Comparative price of lowest acceptable bid



#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>3</sup></b>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

<sup>3</sup> In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.



that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

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

## 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . = .....(maximum of 20 points)  
(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		



**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....

8.6 COMPANY CLASSIFICATION

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

[ TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;



- (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....



SBD 8

### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	<input type="checkbox"/>	<input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1	If so, furnish particulars:		



**SBD 8**

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME)..... CERTIFY THAT THE  
INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST  
ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of Tenderer



**SBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Standard Bidding Document (SBD) must form part of all bids/quotes<sup>4</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>5</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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<sup>4</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>5</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



**SBD 9**

**CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION**

I, the undersigned, in submitting the accompanying quote:

\_\_\_\_\_  
(Quote Number and Description)

in response to the invitation for the quote made by:

\_\_\_\_\_  
(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder



**SBD 9**

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>6</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service 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 bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. 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 products or services to which this bid invitation relates.
9. 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.

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<sup>6</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



10. 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.

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Signature

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Date

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Position

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Name of bidder



## T2.2-27 : Supplier Code of Conduct

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
  - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
  - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
  - Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

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

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

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

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:



- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
  - Collusion;
  - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
  - Corrupt activities listed above; and
  - Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
  - Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.



### ***Conflicts of Interest***

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

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

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

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

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

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

\_\_\_\_\_  
Signature

## **2.1.5**

### **Bonds/ Guarantees/ Financial/ Insurance**



## T2.2-29: Insurance provided by the *Contractor*

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

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

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

**To Whom It May Concern,**

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

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

**INSURED:** Transnet (SOC) Limited

**PERIOD:** 1 April 2021 to 31 March 2022 (Both days inclusive)

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

**THE INSURED'S VAT NO:** 4720103177

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

**POSTAL ADDRESS (Head Office)** P O Box 72501, Parkview, 2122

**CONTRACT WORKS INSURANCE**

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

**Insurer :** Mirabilis (Santam Limited)

**Policy Number :** MZAR35023-CAR

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

**Territorial Limits :** The Republic of South Africa.

**Additional Co-Insureds:**

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

**Sub-Contractors:** All Sub-Contractors employed by the Contractor and all other Sub- Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement; transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant

owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;

**Provincial & Government:** any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract; all for their respective rights and interests.

**Insured Contracts :** All Contracts (including any undertaking awarded or commenced prior to Inception of the Period of Insurance) involving design, construction, Performance Testing and Commissioning in respect of the Works and shall Include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **excluding**:

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

#### Definitions

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

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

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

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

- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000
- Search & Locate Costs - Limited to a maximum of R20,000,000.
- Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- Escalation during Construction – 30%
- Marine Contribution Clause
- Claim Preparation Costs – Limited to a maximum of R10,000,000

**Main Policy Exclusions :**

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 15% of the total estimated contract value.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.

**Deductibles:**

In respect of loss or damage:

Major Perils shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious damage, subsidence, collapse, earthquake, testing or commissioning and the consequences of defective design, specification, materials or workmanship (DE4).

Minor Perils shall mean damage caused by a peril no defined as Major Perils defined above.

Contracts with a contract value :	Major perils	Minor perils
0 to R100,000,000	R25,000	R 15,000
R100,000,001 to R250,000,000	R50,000	R15,000
R250,000,001 to R500,000,000	R100,000	R25,000

R500,000,001 to R1,000,000,000      R150,000      R25,000

Minimum wet risk deductible of R100,000 per occurrence to apply.

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

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

### **PUBLIC LIABILITY**

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

**Insurer :** Stalker Hutchinson (Santam Limited)

**Policy Number:** 6000/132335

**Territorial Limits :** The Republic of South Africa.

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

- a) Contracts which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.
- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

**Policy Limits:**

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

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

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

**General Policy Exclusions :**

The policy does not cover:

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

### PROFESSIONAL INDEMNITY

**Cover Provided :**

**Professional Indemnity**

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

**Insurer :**

Stalker Hutchinson (Santam Limited)

**Policy Number:**

6000/132337

**Jurisdiction :**

Worldwide excluding North America

**Insured Contracts:**

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

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

**Limit Of Indemnity:**

Professional Indemnity -

\*R100,000,000 in the aggregate during the policy period of insurance.

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

**Policy Extension  
Limits Of Indemnity:**

Claims Preparation Costs -	*R7,500,000 in the aggregate during the policy period of insurance.
Loss of Documents -	*R2,000,000 in the aggregate during the policy period of insurance.
Statutory Defence Costs -	*R5,000,000 in the aggregate during the policy period of insurance.
Defamation -	*R5,000,000 in the aggregate during the policy period of insurance. R 10,000 R 5,000,000 R 5,000,000
Infringement of Copyright -	*R5,000,000 in the aggregate during the policy period of insurance.

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

**Deductibles:**

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

**Policy Special Conditions :**

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

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

**Policy Main Exclusions:**

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

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

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

Dennis Govender



Chief Broking Officer



## T2.2-30: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor

(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of tenderer)

Date

### Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor

(Bank/insurer)

Date



## **T2.2-31: 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:**

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## **T2.2-32: 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:

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## **2.1.6 Transnet Vendor Registration Form**

## T2.2-33 SUPPLIER DECLARATION FORM

Transnet Vendor Management has received a request to load / change your company details onto the Transnet vendor master database. Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents as per Appendix A to the Transnet Official who is intending to procure your company's services / products, to enable us to process this request. Please only submit the documentation relevant to your request.

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

### General Terms and Conditions:

**Please Note:** Failure to submit the relevant documentation will delay the vendor creation / change process.

Where applicable, the respective Transnet Operating Division processing your application may request further or additional information from your company.

The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Transnet in writing of such change, failing which any payments made by Transnet into the nominated account will constitute a full discharge of the indebtedness of Transnet to the Supplier in respect of the payment so made. Transnet will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such an event, the Service Provider indemnifies and holds Transnet harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Transnet any costs associated herewith.

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (Large Enterprises and QSEs less than 51% black owned) as well as sworn affidavits in the case of EMEs and QSEs with more than 51% black ownership as per Appendices C and D.

**In addition, please take note of the following very important information:**

1. **If your annual turnover is R10 million or less**, then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate. These EME sworn affidavits must be accepted by the . Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities and the template for the sworn affidavit is available at no cost on the website [www.thedti.gov.za](http://www.thedti.gov.za) or EME certificates at CIPC from [www.cipic.co.za](http://www.cipic.co.za).

The B-BBEE Commission said "that only time an EME can be verified by a SANAS accredited verification professional is when it wishes to maximise its B-BBEE points and move to a higher B-BBEE recognition level, and that must be done use the QSE Scorecard".

2. **If your annual turnover is between R10 million and R50 million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE). A QSE which is at least 51% black owned, is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership (Appendix D). QSE that does not qualify for 51% of black ownership, are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS their QSEs are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS.

**Please Note:** B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

3. **If your annual turnover exceeds R50 million**, then in terms of the DTI codes, you are classified as a Large Enterprise. Large Enterprises are required to submit a B-BBEE level verification certificate issued by a verification agency accredited by SANAS.

**Please Note:** B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

4. **The supplier to furnish proof to the procurement department as required in the Fourth Schedule of the Income Tax Act. 58 of 1962** whether a supplier of service is to be classified as an "employee", "personal service provider" or "labour broker". Failure to do so will result in the supplier being subject to employee's tax.

5. **No payments can be made to a vendor until the** vendor has been registered / updated, and no vendor can be registered / updated until the vendor application form, together with its supporting documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.

6. It is in line with PPPFA Regulations, only valid B-BBEE status level certificate issued by an unauthorised body or person OR a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice, OR any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

7. The B-BBEE Commission advises entities and organs of state to reject B-BBEE certificates that have been issues by verification agencies or professionals who are not accredited by South African National Accreditation Systems ("SANAS) as such B-BBEE certificates are invalid for lack of authority and mandate to issue them. A list of SANAS Accredited agencies is available on the SANAS website at [www.sanas.co.za](http://www.sanas.co.za).

8. Presenting banking details. Please note: Banks have decided to enable the customers and provide the ability for customers to generate Account Confirmation/Bank Account letters via their online platform; this is a digital approach to the authentication of banking details.

## SUPPLIER DECLARATION FORM

### Supplier Declaration Form

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

CSD Number (MAAA xxxxxxxx):

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	Joint Venture	Foreign International	Foreign Branch Office

Did your company previously operate under another name?						Yes	No
If <b>YES</b> state the previous details below:							
Trading Name							
Registered Name							
Company Registration No Or ID No If a Sole Proprietor							
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt	
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office	

Your Current Company's VAT Registration Status	
VAT Registration Number	
If <b>Exempted from VAT registration</b> , 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	

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 <b>EME</b>	>R10Million <R50Million <b>QSE</b>	>R50Million <b>Large Enterprise</b>
--	---------------------------	--	--

Does your company have a valid proof of B-BBEE status?										Yes	No							
Please indicate your Broad Based BEE status (Level 1 to 9)										1	2	3	4	5	6	7	8	9
Majority Race of Ownership																		
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership												
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans														

**Please Note:** Please provide proof of B-BBEE status as per Appendix C and D:

- Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;
- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;
- Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

Supplier Development Information Required	
<b>EMPOWERING SUPPLIER</b>  An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes.  In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.	YES <input type="radio"/> NO <input type="radio"/>
<b>FIRST TIME SUPPLIER</b>  A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1 <sup>st</sup> time.	YES <input type="radio"/> NO <input type="radio"/>

<b>SUPPLIER DEVELOPMENT PLAN</b>	YES <input type="radio"/> NO <input type="radio"/>
----------------------------------	--

Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).	
<b>DEVELOPMENT PLAN DOCUMENT</b>  Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.	YES <input type="radio"/> NO <input type="radio"/>  *If Yes- Attach supporting documents
<b>ENTERPRISE DEVELOPMENT BENEFICIARY</b>  A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES <input type="radio"/> NO <input type="radio"/>
<b>SUPPLIER DEVELOPMENT BENEFICIARY</b>  A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES <input type="radio"/> NO <input type="radio"/>
<b>GRADUATION FROM ED TO SD BENEFICIARY</b>  When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES <input type="radio"/> NO <input type="radio"/>
<b>ENTERPRISE DEVELOPMENT RECIPIENT</b>  A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	YES <input type="radio"/> NO <input type="radio"/>

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

**APPENDIX B**

Affidavit or Solemn Declaration as to VAT registration status

**Affidavit or Solemn Declaration**

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

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

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**Commissioner of Oaths**

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

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

\_\_\_\_\_  
Commissioner of Oaths

**APPENDIX C**

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

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

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

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
<b>Definition of "Black Designated Groups"</b>	Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_ % Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_ %
  - Black Disabled % = \_\_\_\_\_ %
  - Black Unemployed % = \_\_\_\_\_ %
  - Black People living in Rural areas % = \_\_\_\_\_ %
  - Black Military Veterans % = \_\_\_\_\_ %
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

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

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

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

**Deponent Signature**

.....

**Date**

.....

\_\_\_\_\_  
**Commissioner of Oaths**  
Signature & stamp

## APPENDIX D

### SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

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

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
<b>Definition of "Black Designated Groups"</b>	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p>

- (d) Black people living in rural and under developed areas;  
(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

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

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

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

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

**Deponent Signature**

.....

**Date**

.....

**Commissioner of Oaths**

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

## **The Contract**

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

## **C1.1 Form of Offer and Acceptance**

## 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:

### SUPPLY AND INSTALLATION OF AMR / AMI WATER METERS IN THE PORT OF DURBAN.

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

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

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

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

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 due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the  
Employer

**Transnet SOC Ltd**  
**Transnet National Ports Authority**  
**Queens Warehouse**  
**237 Mahatma Gandhi Road**  
**Durban**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date



## Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

Name &  
signature of  
witness

Date

**Transnet SOC Ltd  
Transnet National Ports Authority  
Queens Warehouse  
237 Mahatma Gandhi Road  
Durban**

## **C1.2 Contract Data (Parts 1 & 2)**

## C1.2 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		<b>B: Priced contract with bill of quantities</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2: Changes in the law</b>
		<b>X13: Performance Bond</b>
		<b>X18: Limitation of liability</b>
		<b>Z: Additional conditions of contract</b>

of the NEC3 Engineering and  
Construction Contract June 2005  
(amended June 2006 and April 2013)

10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd</b> <b>(Registration No. 1990/000900/30)</b>
	Address	Registered address: <b>Transnet Corporate Centre</b> <b>Waterfall Business Estate</b> <b>9 Country Estate Drive</b> <b>Midrand</b> <b>1662</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet National Ports Authority</b> <b>Ocean Terminal Building</b> <b>3 Quayside Road</b> <b>Durban</b> <b>4000</b>
	Tel No.	<b>031 361 8828</b>
10.1	The <i>Project Manager</i> is: (Name)	<b>Sphelele Ngcobo</b>
	Address	<b>Transnet National Port Authority</b> <b>3 Quayside Road</b> <b>Ocean Terminal Building</b> <b>Durban</b> <b>4000</b>
	Tel	<b>031 361 8828</b>
	e-mail	<b>Sphelele.Ngcobo@transnet.net</b>
10.1	The <i>Supervisor</i> is: (Name)	<b>Steven Bester</b>
	Address	<b>Transnet National Port Authority</b> <b>Hlanganani Bdg</b> <b>11 Methven Road</b> <b>Durban</b> <b>4000</b>
	Tel No.	<b>031 361 3440</b>
	e-mail	<b>Steven.Bester@transnet.net</b>
11.2(13)	The <i>works</i> are	<b>Supply and Installation of AMR / AMI Water Meters in The Port of Durban.</b>

11.2(14) The following matters will be included in the Risk Register

1. Working in an operational area.
2. Working on old asbestos cement pipe
3. Traffic Congestion.
4. Unforeseen damage to existing unknown underground services.
5. Working in confined space.
6. Working on the critical billing system.
7. Occupation to work on various metering points.
8. Issuing access and "Hot Work" permits
9. Limited downtime
10. Rainfall

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 **27<sup>th</sup> January 2023**

11.2(9) The *key dates* and the *conditions* to be met are: **Condition to be met** **key date**

**1 Hand-over of all closeout 2 Weeks before documentation associated Completion of the works with the Completion of the works and acceptance of same by the Project Manager.**

30.1 The *access dates* are **Part of the Site** **Date**

**1 Access to site** **4 April 2022**

- 31.1 The *Contractor* is to submit a first **2 weeks of the Contract Date.**  
programme for acceptance within
- 31.2 The *starting date* is **21 February 2022**
- 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 **Day between 15<sup>th</sup> to the 20<sup>th</sup> (both days included) as  
agreed with the *Project Manager* forecasted to the 25<sup>th</sup>  
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 place where weather is to be  
recorded (on the Site ) is: **The *Contractor's* Site establishment area Port of  
Durban, refer to Part C4.1**
- The *weather data* are the records of past  
*weather measurements* for each calendar  
month which were recorded at: **Durban Weather Station.**

and which are available from:

**South African Weather Service 012 367 6023 or**  
[info3@weathersa.co.za](mailto:info3@weathersa.co.za).

<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the conditions of contract.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>None</b>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	<b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>
	Cover / indemnity:	<b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
	2 Insurance against:	<b>Loss of or damage to property (except the <i>works</i>, Plant and Materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
	3 Insurance against:	<b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>As stated in the insurance policy for Contract Works / Public Liability</b>



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

84.1

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *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, 4 and 5 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.

84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *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**

<b>9</b>	<b>Termination</b>	<b>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with Activity Schedule</b>	<b>No additional data is required for this Option.</b>
<b>11</b>	<b>Data for Option W1</b>	



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      **Durban, 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**

### **X13      Performance bond**

X13.1      The amount of the performance bond is      **5% of the Total of the Prices**



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

***Additional conditions of contract***

are:

**Z1 Local Production and Content Obligations****Z1.1**

In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.2-04 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content, the *Contractor* has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors:

1. Galvanized Steel Pipes & Couplings -100%
2. High Density Polyethylene (HDPE) Pipes -100%
3. U Polyvinyl Chloride (uPVC) Pipes -100%;
4. Valves (Gate Valves & Check Valve) -70%;
5. AMR Ready Water Meter -40%;
6. Fasteners (Bolts & Nuts) -100%;
7. Cast Iron Manhole Covers -100%;
8. Concrete Manhole Covers -100%;
9. Precast Manhole Slabs -100%;
- and
10. Cement (Cem I) -100%.

**Z1.2**

The *Contractor* is required to note that the *Employer*, the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the Local Production and Content requirements as prescribed in Regulation 8 of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act no. 5 of 2000.

**Z1.3**

The *Contractor* is required to continuously update Declarations C, D and E of the Local Production and Content Declaration commitments with the actual local content values for the duration of the contract.

The *Contractor* shall report to the *Employer* on a monthly basis during the term of the Contract, the amounts spend on Local Production and Content for the designated sectors for the duration of the contract.

**Z1.4**

The *Contractor* must refer to Schedule A attached to the Returnable Schedule T2.2-04 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.

**Z1.5**

Breach of Local Production and Content commitments provides the *Employer* cause to terminate the contract.

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**Z1.6      Non-Compliance Penalties for Local Content**


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The *Contractor* must refer to Schedule A of this Contract Data with regards to non-compliance penalties applicable to Local Content.

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**Z2      Obligations in respect of Job Creation**


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**Z2.1**

It will be a material term of this contract that the *Contractor* must contribute to the *Employer's* job-creation objectives as set out in Returnable Schedule T2.2-28

**Z2.2**

The *Contractor's* undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.-28 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the *Contractor* has failed in full to meet this specific material term of the contract, which may constitute a reason for termination..

**Z2.3**

The *Contractor* shall provide to the *Employer*, on a monthly basis or upon receiving an instruction to do so by the *Project Manager*, any documentation and/or evidence required by the *Employer*, which in the *Employer's* opinion would be necessary to verify whether the *Contractor* has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2-28 The *Contractor* shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.

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**Z3 Additional clause relating to  
Performance Bonds and/or  
Guarantees**

**Z3.1**

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

---

**Z4 Additional clauses relating to Joint  
Venture**

**Z4.1**

Insert the additional core clause 27.5

27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.

The Joint Venture agreement shall contain but not be limited to the following:

- A brief description of the Contract and the Deliverables;
  - The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;
  - The constituent's interests;
  - A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;
  - Details of an internal dispute resolution procedure;
-



## **Z5 Additional clauses relating to Joint Venture**

### **Z5.1**

- 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.

### **Z5.2**

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*.

## **Z6 Additional obligations in respect of Termination**

### **Z6.1**

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)

**Z6.2 Termination Table**

The following will be included under core clause 90.2 Termination Table as follows:

Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"

**Z6.3**

Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

**Z7 Right Reserved by the *Employer* to Conduct Vetting through SSA**

**Z7.1**

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.

**Z8 Additional Clause Relating to Collusion in the Construction Industry**

**Z8.1**

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.

**Z9 Protection of Personal Information Act**

**Z9.1**

The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

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**Z10      Transfer of rights**

The *Employer* owns the *Contractor's* rights over material, including but not limited to design and documentation, prepared for this contract by the *Contractor* except as stated otherwise in the Works Information. The *Contractor* obtains other rights for the *Employer* as stated in the Works Information and obtains from a SubContractor or third party equivalent rights for the *Employer* of the material prepared by the SubContractor. The *Contractor* provides to the *Employer* the documents which transfer these rights to the *Employer* at no costs to the *Employer*.

---

**Z11      The first *assessment interval*****Z11.1**

In the event that the *Contractor* is not loaded on the vendor data base, the *Project Manager's* first assessment of the amount due will be done once the *Contractor* has been successfully loaded as a vendor on the *Employers* data base following submitting all valid updated documents to the Procurement officer. Therefore, on NEC ECC Clause 50.1 the following text is removed in its entirety "and is no later than the *assessment interval* after the *starting date*"

---

## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

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

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

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

Experience:

CV's (and further key persons data including CVs)  
are appended to Tender Schedule entitled .

11.2(14) The following matters will be included in the Risk Register

31.1 The programme identified in the Contract Data is

<b>B</b>	<b>Priced contract with bill of quantities</b>			
11.2(21)	The <i>bill of quantities</i> is in	<b>Part C2.2 The bill of quantities</b>		
11.2(31)	The tendered total of the Prices is	..... (in figures) ..... ..... ..... ..... (in words), excluding VAT		
	<b>Data for Schedules of Cost Components</b>	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>		
<b>B</b>	<b>Priced contract with bill of quantities</b>	<b>Data for the Shorter Schedule of Cost Components</b>		
41 in SSCC	The percentage for people overheads is:	<b>%</b>		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	<b>% (state plus or minus)</b>		
22 in SSCC	The rates of other Equipment are:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>



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

## **C1.3 Form of Guarantee**

## C1.3 Forms of Securities

### Pro forma Performance Guarantee

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

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

Option X13: Performance bond

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

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

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

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

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

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

Transnet SOC Ltd  
C/o Transnet National Ports Authority  
Transnet Corporate Centre  
Waterfall Business Estate  
9 Country Estate Drive  
Midrand

Date:

Dear Sirs,

### Performance Bond for Contract No. HCT/10/13/1168 TNPA 997

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

**Transnet SOC Limited, Registration No. 1990/000900/30**

(the *Employer*) and

**{Insert registered name and address of the *Contractor*}**

(the *Contractor*), for

**{Insert details of the *works* from the Contract Data}**

(the *works*).

I/We the undersigned

on behalf of the Guarantor

of physical address

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

1. The terms *Employer*, *Contractor*, *Project Manager*, *works* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.

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



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

(say) \_\_\_\_\_

R \_\_\_\_\_

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

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 201\_

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)


## **Part C2: Pricing Data**



## PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	5
C2.2	The <i>bill of quantities</i>	28

## **C2.1 Pricing Instructions**

## C2.1 Pricing instructions: Option B

### 1. The conditions of contract

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

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

#### Identified and defined terms

11

11.2

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

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

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

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

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

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

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



## 1.2. Function of the Bill of Quantities

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

## 1.3. Guidance before pricing and measuring

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

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

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

## 2. Measurement and payment

### 2.1. Symbols

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

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal



TRANSNET NATIONAL PORT AUTHORITY

TENDER NUMBER: HCT/10/13/1168 TNPA 997

DESCRIPTION OF THE WORKS: SUPPLY AND INSTALLATION OF AMR / AMI WATER METERS IN THE PORT OF DURBAN.

kW	kilowatt
l	litre
m	metre
mm	millimetre
m <sup>2</sup>	square metre
m <sup>2</sup> -pass	square metre pass
m <sup>3</sup>	cubic metre
m <sup>3</sup> -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum <sup>1</sup>	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.

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



- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

### 2.3. Departures from the *method of measurement*

### 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 Quantity**

## **C2.2 The *bill of quantities***

ITEM NO	DESCRIPTION	PAGE	AMOUNT
A	Preliminaries and General	7	R
B	Site Clearance	8	R
C	Earthworks	9	R
D	Installation of Meters	10	R
E	Configure and Test Automatic Meter Reading Devices	32	R
F	Automatic Meter-Reading System and Software Integration	32	R
	Amount carried forward to form of Offer and Acceptance		R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	<b><u>PRELIMINARY &amp; GENERAL</u></b>				
	<b><u>Preambles</u></b>				
	Fixed preliminary items will be valued and paid on a proven cost basis.				
	Time related preliminary items may relate to fixed preliminary items and items not listed and expressed as a sum and will be pro-rated against value of construction items completed.				
<b>A1</b>	<b><u>FIXED CHARGE ITEMS</u></b>				
A1.1	Contractual requirements as per NEC3 ECC including all performance bonds, insurances etc.	Sum	1		
A1.2	Establishment of facilities and Equipment on the Site	Sum	1		
A1.3	Nameboards, monthly progress photos and time lapse video	Sum	1		
A1.4	Facilities for Contractor	Sum	1		
A1.5	Offices and storage sheds	Sum	1		
A1.6	Ablution and latrine facilities	Sum	1		
A1.7	Tools and equipment	Sum	1		
A1.8	Water supplies, electric power and communications	Sum	1		
A1.9	Access to site	Sum	1		
A1.10	Removal of site establishment	Sum	1		
A1.11	Comply with all Health and Safety Requirements	Sum	1		
A1.12	All other fixed charge obligations not covered elsewhere - tender to specify	Sum	1		
<b>A2</b>	<b><u>TIME RELATED ITEMS</u></b>				
A2.1	Contractual requirements as per NEC3 ECC including all performance bonds, insurances etc.	Sum	1		

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
A2.2	Facilities for Contractor	Sum	1		
A2.3	Offices and storage sheds	Sum	1		
A2.4	Ablution and latrine facilities	Sum	1		
A2.5	Tools and equipment	Sum	1		
A2.6	Water supplies, electric power and communications	Sum	1		
A2.7	Access	Sum	1		
A2.8	Equipment	Sum	1		
A2.9	Supervision for duration of construction	Sum	1		
A2.10	Company and head office overhead costs for duration of construction	Sum	1		
A2.11	Comply with all Health and Safety Requirements	Sum	1		
A2.12	Asbestos Impact Assessment (AIA)	Sum	1		
	<b>SUB-TOTAL A</b>				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	<b><u>SECTION B</u></b>				
	<b><u>SITE CLEARANCE, SITEWORKS, ETC.</u></b>				
B.1	<b><u>SITE CLEARANCE (Meter No: 01, 03, 05, 06, 07, 09, 12, 16, 17, 18, 25 and 27)</u></b>				
B1.1	<u>Site clearance</u>				
B1.1 (a)	Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc. and trees not exceeding 200mm girth	m <sup>2</sup>	120		
B.2	<b><u>PREPARATION AND STRIPPING OF SITE (Meter No: 02, 15, 21, 22 and 26)</u></b>				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	<u>Remove existing asphalt to a depth of 50mm</u>				
B2.1	<u>Remove existing asphalt and re-instate to match existing once all work is complete</u>				
B2.1 (a)	Saw cut existing premix approximately 50mm thick	m	57		
B2.1 (b)	Hack up and remove existing premix and cart away off site	m <sup>2</sup>	24		
B2.1 (c)	Re-instate existing premix approximately 50mm thick including 150mm thick G2 layer compacted to accepted density	m <sup>2</sup>	24		
	<b>SUB-TOTAL B</b>				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	<u>SECTION C</u>				
	<u>EARTHWORKS</u>				
C1	<u>Bulk Excavation</u>				
C1.1	<u>Excavation in existing compacted layer works not exceeding 2m deep</u>				
	Necessary Excavation				
C1.1 (a)	Pipe Trench	m <sup>3</sup>	90		
C1.1 (b)	Manholes	m <sup>3</sup>	38		
	<u>Extra over trench and hole excavations in earth for excavation in</u>				
C1.1 (c)	Intermediate material	m <sup>3</sup>	7		
	<u>Extra over all excavation for carting away</u>				



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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
C1.2 (a)	Off site to a dumping site to be located by the Contractor	m <sup>3</sup>	128		
C1.2 (b)	Extra over cart away for cart away of contaminated materials including any necessary treatment prior to disposal	m <sup>3</sup>	70		
C1.2 (c)	Extra over cart away for cart away of contaminated asbestos cement pipe including any necessary treatment prior to disposal	m	45		
	<u>Risk of collapse of excavations</u>				
C1.3	Sides of trench and hole excavations not exceeding 1,5m deep	m <sup>2</sup>	306		
	<u>Provision of bedding material by importation from commercial sources selected by the Contractor (Provisional)</u>				
C1.4	Selected fill material	m <sup>3</sup>	11		
	<u>Filling, etc.</u>				
	-				
	<u>Filling with approved G2 material supplied and carted onto site by Contractor compacted to 95% Mod AASHTO maximum density</u>				
C1.5	Suitable material compacted to 95% Modified ASSHTO in 150mm thick layers	m <sup>3</sup>	13		
	<b>SUB-TOTAL C</b>				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	<b><u>SECTION D</u></b>				
	-				
	<b><u>INSTALLATION OF METERS</u></b>				
	-				
D.1	<b><u>METER No. 01</u></b> <b><u>New Above Ground Water Meter Installation</u></b> <b><u>Meter size: 50mm, Existing pipe material is HDPE</u></b> <b><u>and the pipe size is 50 mm</u></b>				
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DESCRIPTION OF THE WORKS: SUPPLY AND INSTALLATION OF AMR / AMI WATER METERS IN THE PORT OF DURBAN.

D1.1	Cutting off approximately 4.5m of pipe including fitting of flanges on both ends of exposed pipe as per drawings and specifications	L/Sum	01		
D1.2	Supply and install 50mm diameter steel pipes each not exceeding 1.5m in length with central puddle flange and fitted on either end to existing flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D1.3	Supply and install 50mm Resilient seal non rising spindle gate valve, flanged both ends and fitted on either end to the flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D1.4	Supply and install 50mm steel flanged distance (spool) pipes (Length=5xDia, min 250mm) and fitted on either end to the gate valves.	no	03		
D1.5	Supply and install 50mm diameter steel pipes each in varying lengths not exceeding 3m in length, each with 90° bends butt welded to pipes and flanged on each end of bends and fitted on either end to flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D1.6	Cast thrust block to all central puddle flange pipes, including additional excavations, concrete, formwork, etc. as indicated on typical details in DH61-J-904-015-00.	no	01		
D1.7	Supply and install a 50mm swing check valve flanged on both ends and fitted to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D1.8	Supply and install a 50mm In-line strainer, flanged on both ends and fitted to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D1.9	Supply and install a 50mm Water meter compatible with AMR technology, flanged on both ends and fitted to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D1.10	Supply and install a 50mm diameter steel flanged distance piece not exceeding 500mm in length and fitted between the meter and the in line strainer including all necessary gaskets, bolts, sealants etc.	no	01		
D1.11	Pipes underground to be taped shall be coated with appropriate primer and the tape shall be applied with minimum 15mm lap per spiral	m	8		

D1.12	Supply and install valve boxes with blue lid, with uPVC pipe over valve	no	02		
D1.13	Supply and install a smart automatic meter-reading device	no	01		
D.2	<b><u>METER No. 02</u></b> <b><u>New Below Ground Water Meter Installation</u></b> <b><u>Meter size: 100mm, Existing pipe material is asbestos cement and the pipe size: 100mm</u></b>				
D2.1	Proof trench and verify the pipe material	L/Sum	01		
D2.2	Cutting off approximately 4.5m of pipe including fitting of flanges on both ends of exposed pipe	L/Sum	01		
D2.3	Construction of new water meter manhole with overall size 1.3x0.91m and varying depths not exceeding 1.8m deep including all necessary additional excavations, risk of collapse, blinding, manhole base, stone bedding, 230mm brickwork, backfilling, concrete cover slab, including breaking openings on both ends for new pipe and cart away of surplus material all in accordance with drawings and specifications	L/Sum	01		
D2.4	Supply and install 100mm diameter steel pipes each approximately 1.4m in length, flanged on both ends and fitted on either end of manhole to existing flanged asbestos pipes and in new manholes including sealing off ends of manholes, support/thrust blocks, etc., gaskets, bolts, sealants etc.	no	02		
D2.5	Supply and install 100mm spool pieces in varying lengths (Length=5xDia, min 250mm) flanged on both ends and fitted to meter, strainer & valve including all necessary, gaskets, bolts, sealants etc.	no	02		
D2.6	Supply and install a 100mm swing check valve flanged on both ends and fitted to new flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D2.7	Supply and install a 100mm In-line strainer, flanged on both ends and fitted to new flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D2.8	Supply and install an 100mm water meter, flanged on both ends and fitted to new flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D2.9	Supply and install a smart automatic meter-reading device	no	01		

D3	<b>METER No. 03</b> <b>Replacement of the Meter including associated components</b> <b>Meter size: 150mm, Existing pipe material is asbestos cement and the pipe size: 375mm</b>				
D3.1	Decommission and remove the existing above installation.	no	01		
D3.2	Supply and install 150mm diameter steel pipes each not exceeding 1.5m in length with central puddle flange and fitted on either end to existing flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D3.3	Supply and install step couplers from 375mm to 150mm and fitted on either end to the gate valves.	no	02		
D3.4	Supply and install 150mm Resilient seal non-rising spindle gate valves, flanged both ends and fitted on either end to the flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D3.5	Supply and install 150mm steel flanged distance (spool) pipes (Length=5xDia, min 250mm) and fitted on either end to the gate valves	no	03		
D3.6	Supply and install 150mm diameter steel pipes each in varying lengths not exceeding 3m in length, each with 90° bends butt welded to pipes and flanged on each end of bends and fitted on either end to flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D3.7	Cast thrust block to all central puddle flange pipes, including additional excavations, concrete, formwork, etc.	no	01		
D3.8	Supply and install a 150mm swing check valve flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D3.9	Supply and install a 150mm In-line strainer, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D3.10	Supply and install a 150mm Water meter compatible with AMR technology, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D3.11	Supply and install a 150mm diameter steel flanged distance piece not exceeding 500mm and fitted between the meter and the in line strainer including all necessary gaskets, bolts, sealants etc.	no	01		

D3.12	Pipes underground to be taped shall be coated with appropriate primer and the tape shall be applied with minimum 15mm lap per spiral	m	8		
D3.13	Supply and install valve boxes with blue lid, with uPVC pipe over valve	no	02		
D3.14	Supply and install a smart automatic meter-reading device	no	01		
D4	<b>METER No. 04</b> <b><u>Replacement of Existing Meter and Installation of Automatic Meter Reading Device</u></b> <b><u>Meter size: 50mm, Existing the pipe size: 80mm</u></b>				
D4.1	Decommission and remove the existing water meter	no	01		
D4.2	Supply and install a new 50mm water meter compatible with AMR technology, flanged on both ends and fitted to the existing flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D4.3	Supply and install a smart automatic meter-reading device	no	01		
D5	<b>METER No. 05</b> <b><u>New Above Ground Water Meter Installation</u></b> <b><u>Meter size: 150mm, Existing pipe material is asbestos and the pipe size: 375mm</u></b>				
D5.1	Cutting off approximately 4.5m of pipe including fitting of flanges on both ends of exposed pipe as per drawings and specifications	L/Sum	01		
D5.2	Supply and install 150mm diameter steel pipes each not exceeding 1.5m in length with central puddle flange and fitted on either end to existing flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D5.3	Supply and install step couplers from 375mm to 150mm and fitted on either end to the gate valves.	no	02		
D5.4	Supply and install 150mm Resilient seal non-rising spindle gate valves, flanged both ends and fitted on either end to the flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D5.5	Supply and install 150mm steel flanged distance (spool) pipes (Length=5xDia, min 250mm) and fitted on either end to the gate valves	no	03		



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D5.6	Supply and install 150mm diameter steel pipes each in varying lengths not exceeding 3m in length, each with 90° bends butt welded to pipes and flanged on each end of bends and fitted on either end to flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D5.7	Cast thrust block to all central puddle flange pipes, including additional excavations, concrete, formwork, etc.	no	01		
D5.8	Supply and install a 150mm swing check valve flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D5.9	Supply and install a 150mm In-line strainer, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D5.10	Supply and install a 150mm Water meter compatible with AMR technology, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D5.11	Supply and install a 150mm diameter steel flanged distance piece not exceeding 500mm and fitted between the meter and the in line strainer including all necessary gaskets, bolts, sealants etc.	no	01		
D5.12	Pipes underground to be taped shall be coated with appropriate primer and the tape shall be applied with minimum 15mm lap per spiral	m	8		
D5.13	Supply and install valve boxes with blue lid, with uPVC pipe over valve	no	02		
D5.14	Supply and install a smart automatic meter-reading device	no	01		
D6	<b><u>METER No. 06</u></b> <b><u>New Above Ground Water Meter Installation</u></b> <b><u>Meter size: 50mm, Existing pipe material is steel</u></b> <b><u>and the pipe size: 50mm</u></b>				
	-				
D6.1	Cutting off approximately 4.5m of pipe including fitting of flanges on both ends of exposed pipe as per drawings and specifications	L/Sum	1		



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D6.2	Supply and install 50mm diameter steel pipes each not exceeding 1.5m in length with central puddle flange and fitted on either end to existing flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D6.3	Supply and install 50mm Resilient seal non-rising spindle gate valves, flanged both ends and fitted on either end to the flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D6.4	Supply and install 50mm steel flanged distance pipes (Length=5xDia, min 250mm) and fitted on either end to the gate valves	no	03		
D6.5	Supply and install 50mm diameter steel pipes each in varying lengths not exceeding 3m in length, each with 90° bends butt welded to pipes and flanged on each end of bends and fitted on either end to flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D6.6	Cast thrust block to all central puddle flange pipes, including additional excavations, concrete, formwork, etc.	no	01		
D6.7	Supply and install a 50mm swing check valve flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D6.8	Supply and install a 50mm In-line strainer, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D6.9	Supply and install a 50mm Water meter compatible with AMR technology, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D6.10	Supply and install a 50mm diameter steel flanged distance piece not exceeding 500mm and fitted between the meter and the in line strainer including all necessary gaskets, bolts, sealants etc.	no	01		
D6.11	Pipes underground to be taped shall be coated with appropriate primer and the tape shall be applied with minimum 15mm lap per spiral	m	8		
D6.12	Supply and install valve boxes with blue lid, with uPVC pipe over valve	no	02		
D6.13	Supply and install a smart automatic meter-reading device.	no	01		



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D7	<b>METER No. 07</b> <b><u>New Above Ground Water Meter Installation</u></b> <b><u>Meter size: 25mm, Existing pipe material is polycop and the pipe size: 25mm</u></b>				
D7.1	Cutting off approximately 5m (cut to suit) of pipe including fittings adapters)	L/Sum	01		
D7.2	Supply and install HDPE Type V class 16 Pipe 25mm, with all necessary couplings (cut to suit)	m	6		
D7.3	Cast a concrete paving slab min 450x450x 50mm thick	m <sup>3</sup>	1		
D7.4	Supply and Install Pillar Type Meter box complete with meter (450x450mm)	no	01		
D7.5	Supply and Install Cobra brass ball valve (Ball-o-Stop) 25x32mm	no	01		
D7.6	Supply and install polyethylene round valve box (110mm dia.)	no	01		
D7.7	Supply and install a smart automatic meter-reading device	no	01		
D8	<b>METER No. 08</b> <b><u>Replacement of the Existing Meter with Smart AMR Water Meter</u></b> <b><u>Existing Meter Mounted Against the Building</u></b>				
D8.1	Decommission and remove the existing water meter	no	01		
D8.2	Supply and install a new 25mm water meter compatible with AMR technology including all necessary couplings, sealants etc.	no	01		
D8.3	Supply and install a smart automatic meter-reading device	no	01		
D9	<b>METER No. 09</b> <b><u>Replacement of the Meter including associated components</u></b> <b><u>Meter size: 80mm, Existing pipe material is galvanised iron and the pipe size is 80mm</u></b>				
D9.1	Decommission and remove the existing installation	no	01		
D9.2	Supply and install 80mm diameter steel pipes each not exceeding 1.5m in length with central puddle flange and fitted on either end to existing flanged pipes including gaskets, bolts, sealants, etc.	no	02		

D9.3	Supply and install 80mm Resilient seal non-rising spindle gate valves, flanged both ends and fitted on either end to the flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D9.4	Supply and install 80mm steel flanged distance pipes, (Length=5xDia, min 250mm) and fitted on either end to the gate valves.	no	03		
D9.5	Supply and install 80mm diameter steel pipes each in varying lengths not exceeding 3m in length, each with 90° bends butt welded to pipes and flanged on each end of bends and fitted on either end to flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D9.6	Cast thrust block to all central puddle flange pipes, including additional excavations, concrete, formwork, etc.	no	01		
D9.7	Supply and install a 80mm swing check valve flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D9.8	Supply and install a 80mm In-line strainer, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D9.9	Supply and install a 80mm Water meter compatible with AMR technology, flanged on both ends and fitted to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D9.10	Supply and install a 80mm diameter steel flanged distance piece not exceeding 500mm and fitted between the meter and the in line strainer including all necessary gaskets, bolts, sealants etc.	no	01		
D9.11	Pipes underground to be taped shall be coated with appropriate primer and the tape shall be applied with minimum 15mm lap per spiral	m	8		
D9.12	Supply and install valve boxes with blue lid, with uPVC pipe over valve	no	02		
D9.13	Supply and install a smart automatic meter-reading device	no	01		
D10	<b><u>METER No. 10</u></b> <b><u>Replacement of the Existing Meter with Smart AMR Water Meter</u></b> <b><u>Meter size: 50mm, Existing pipe material is steel and the pipe size: 50mm</u></b>				



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	-				
D10.1	Decommission and remove the existing water meter	Sum	1		
D10.2	Supply and install a new 50mm water meter compatible with AMR technology including all necessary couplings, sealants etc.	Sum	1		
D10.3	Supply and install a smart automatic meter-reading device	Sum	1		
D11	<b><u>METER No. 11</u></b> <b><u>Replacement of the Existing Meter with Smart AMR Water Meter</u></b> <b><u>Meter size: 150mm, Existing pipe size: 375mm</u></b>				
	-				
D.11.1	Decommission and remove the existing water meter	no	01		
D.11.2	Supply and install a new 15mm water meter compatible with AMR technology including all necessary couplings, sealants etc.	no	01		
D.11.3	Supply and install a smart automatic meter-reading device	no	01		
D12	<b><u>METER No. 12</u></b> <b><u>New Above Ground Water Meter Installation</u></b> <b><u>Meter size: 50mm, Existing pipe material is steel and the pipe size 50mm</u></b>				
D12.1	Trace, locate, proof trench and verify the existing pipe material	L/Sum	01		
D12.2	Cutting off approximately 4.5m of pipe including fitting of flanges on both ends of exposed pipe as per drawings and specifications	L/Sum	01		
D12.3	Supply and install 50mm diameter steel pipes each not exceeding 1.5m in length with central puddle flange and fitted on either end to existing flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D12.4	Supply and install 50mm Resilient seal non-rising spindle gate valves, flanged both ends and fitted on either end to the flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D12.5	Supply and install 50mm steel flanged distance pipes, (Length 5xDia, min 250mm) and fitted on either end to the gate valves.	no	03		



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D12.6	Supply and install 50mm diameter steel pipes each in varying lengths not exceeding 3m in length, each with 90° bends butt welded to pipes and flanged on each end of bends and fitted on either end to flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D12.7	Cast thrust block to all central puddle flange pipes, including additional excavations, concrete, formwork, etc.	no	01		
D12.8	Supply and install a 50mm swing check valve flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D12.9	Supply and install a 50mm In-line strainer, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D12.10	Supply and install a 50mm Water meter compatible with AMR technology, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D12.11	Supply and install a 50mm diameter steel flanged distance piece not exceeding 500mm and fitted between the meter and the in line strainer including all necessary gaskets, bolts, sealants etc.	no	01		
D12.12	Pipes underground to be taped shall be coated with appropriate primer and the tape shall be applied with minimum 15mm lap per spiral	m	8		
D12.13	Supply and install valve boxes with blue lid, with uPVC pipe over valve	no	02		
D12.14	Supply and install a smart automatic meter-reading device	no	01		
D13	<b><u>METER No. 13</u></b> <b><u>Replacement of Existing Meter and Installation of Automatic Meter Reading Device</u></b> <b><u>Meter size: 100mm, Existing pipe size: 100mm</u></b>				
D13.1	Decommission and remove the existing water meter	no	01		
D13.2	Supply and install a new 100mm water meter compatible with AMR technology, flanged on both ends and fitted to the existing flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		



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D13.3	Supply and install a smart automatic meter-reading device	no	01		
D14	<b>METER No. 14</b> <b><u>Replacement of Existing Meter and Installation of Automatic Meter Reading Device</u></b> <b><u>Meter size: 150mm, Existing pipe size: 150mm</u></b>				
D14.1	Decommission and remove the existing water meter	no	01		
D14.2	Supply and install a new 150mm water meter, flanged on both ends and fixed to existing flanged pipes including all necessary gaskets, bolts, etc.	no	01		
D14.3	Supply and install a smart automatic meter-reading device	no	01		
D15	<b>METER No. 15</b> <b><u>New Below Ground Water Meter Installation</u></b> <b><u>Meter size: 100mm, Existing pipe material is galvanized iron and the pipe size: 100mm</u></b>				
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D15.1	Proof trench and verify the existing pipe material	L/Sum	01		
D15.2	Cutting off approximately 4.5m of pipe including fitting of flanges on both ends of exposed pipe as per drawings and specifications	L/Sum	01		
D15.3	Construction of new water meter manhole with overall size 1.3x0.91m and varying depths not exceeding 1.8m deep including all necessary additional excavations, risk of collapse, blinding, manhole base, stone bedding, 230mm brickwork, backfilling, concrete cover slab, including breaking openings on both ends for new pipe and cart away of surplus material all in accordance with drawings and specifications	L/Sum	01		
D15.4	Supply and install 100mm diameter steel pipes each approximately 1.4m in length, flanged on both ends and fitted on either end of manhole to existing flanged asbestos pipes and in new manholes including sealing off ends of manholes, support/thrust blocks, etc., gaskets, bolts, sealants etc.	no	02		
D15.5	Supply and install 100mm spool pieces in varying lengths flanged on both ends and fixed to meter & valves including all necessary, gaskets, bolts, sealants etc.	no	02		
D15.6	Supply and install a 100mm swing check valve flanged on both ends and fitted to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		



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D15.7	Supply and install a 100mm In-line strainer, flanged on both ends and fitted to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D15.8	Supply and install a 100mm water meter, flanged on both ends and fitted to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D15.9	Supply and install a smart automatic meter-reading device	no	01		
D16	<b>METER No. 16</b> <b>New Above Ground Water Meter Installation</b> <b>Meter size: 50mm, Existing pipe material is steel and the pipe size: 50mm</b>				
D16.1	Proof trench and verify the existing pipe material	L/Sum	01		
D16.2	Cutting off approximately 4.5m of pipe including fitting of flanges on both ends of exposed pipe as per drawings and specifications	L/Sum	01		
D16.3	Supply and install 50mm diameter steel pipes each not exceeding 1.5m in length with central puddle flange and fitted on either end to existing flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D16.4	Supply and install 50mm Resilient seal non-rising spindle gate valves, flanged both ends and fitted on either end to the flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D16.5	Supply and install 50mm steel flanged distance pipes (Length =5xDia, min 250mm) and fitted on either end to the gate valves.	no	03		
D16.6	Supply and install 50mm diameter steel pipes each in varying lengths not exceeding 3m in length, each with 90° bends butt welded to pipes and flanged on each end of bends and fitted on either end to flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D16.7	Cast thrust block to all central puddle flange pipes, including additional excavations, concrete, formwork, etc.	no	01		
D16.8	Supply and install a 50mm swing check valve flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		

D16.9	Supply and install a 50mm In-line strainer, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D16.10	Supply and install a 50mm Water meter compatible with AMR technology, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D16.11	Supply and install a 50mm diameter steel flanged distance piece not exceeding 500mm and fitted between the meter and the in line strainer including all necessary gaskets, bolts, sealants etc.	no	01		
D16.12	Pipes underground to be taped shall be coated with appropriate primer and the tape shall be applied with minimum 15mm lap per spiral	m	8		
D16.13	Supply and install valve boxes with blue lid, with uPVC pipe over valve	no	02		
D16.14	Supply and install a smart automatic meter-reading device	no	01		
D17	<b><u>METER No. 17</u></b> <b><u>New Above Ground Water Meter Installation</u></b> <b><u>Meter size: 80mm, Existing pipe material is HDPE and pipe size: 80mm</u></b>				
D17.1	Proof trench and verify the existing pipe material	L/Sum	01		
D17.2	Cutting off approximately 4.5m of pipe including fitting of flanges on both ends of exposed pipe as per drawings and specifications	L/Sum	01		
D17.3	Supply and install 80mm diameter steel pipes each not exceeding 1.5m in length with central puddle flange and fitted on either end to existing flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D17.4	Supply and install 80mm Resilient seal non-rising spindle gate valves, flanged both ends and fitted on either end to the flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D17.5	Supply and install 80mm steel flanged distance pipes (Length =5xDia, min 250mm) and fitted on either end to the gate valves.	no	03		



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D17.6	Supply and install 80mm diameter steel pipes each in varying lengths not exceeding 3m in length, each with 90° bends butt welded to pipes and flanged on each end of bends and fitted on either end to flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D17.7	Cast thrust block to all central puddle flange pipes, including additional excavations, concrete, formwork, etc.	no	01		
D17.8	Supply and install a 80mm swing check valve flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D17.9	Supply and install a 80mm In-line strainer, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D17.10	Supply and install a 80mm Water meter compatible with AMR technology, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D17.11	Supply and install a 80mm diameter steel flanged distance piece not exceeding 500mm and fitted between the meter and the in line strainer including all necessary gaskets, bolts, sealants etc.	no	01		
D17.12	Pipes underground to be taped shall be coated with appropriate primer and the tape shall be applied with minimum 15mm lap per spiral	m	8		
D17.13	Supply and install valve boxes with blue lid, with uPVC pipe over valve	no	02		
D17.14	Supply and install a smart automatic meter-reading device	no	01		
D18	<b><u>METER No. 18</u></b> <b><u>New Above Ground Water Meter Installation</u></b> <b><u>Meter size: 100mm, Existing pipe material is HDPE and pipe size: 100mm</u></b>				
D18.1	Cutting off approximately 4.5m of pipe including fitting of flanges on both ends of exposed pipe as per drawings and specifications	L/Sum	01		
D18.2	Supply and install 100mm diameter steel pipes each not exceeding 1.5m in length with central puddle flange and fitted on either end to existing flanged pipes including gaskets, bolts, sealants, etc.	no	02		

D18.3	Supply and install 100mm Resilient seal non-rising spindle gate valves, flanged both ends and fitted on either end to the flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D18.4	Supply and install 100mm steel flanged distance pipes, length (5xDia, min 250mm) and fitted on either end to the gate valves.	no	03		
D18.5	Supply and install 100mm diameter steel pipes each in varying lengths not exceeding 3m in length, each with 90° bends butt welded to pipes and flanged on each end of bends and fitted on either end to flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D18.6	Cast thrust block to all central puddle flange pipes, including additional excavations, concrete, formwork, etc.	no	01		
D18.7	Supply and install a 100mm swing check valve flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D18.8	Supply and install a 100mm In-line strainer, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D18.9	Supply and install a 100mm Water meter compatible with AMR technology, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D18.10	Supply and install a 100mm diameter steel flanged distance piece not exceeding 500mm and fitted between the meter and the in line strainer including all necessary gaskets, bolts, sealants etc.	no	01		
D18.11	Pipes underground to be taped shall be coated with appropriate primer and the tape shall be applied with minimum 15mm lap per spiral	m	8		
D18.12	Supply and install valve boxes with blue lid, with uPVC pipe over valve	no	02		
D18.13	Supply and install a smart automatic meter-reading device.	no	01		
D19	<b><u>METER No. 19</u></b> <b><u>Replacement of Existing Meter and Installation of Automatic Meter Reading Device</u></b> <b><u>Meter size: 150mm, Existing pipe size: 150mm</u></b>				

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D19.1	Decommission and remove the existing water meter	no	01		
D19.2	Supply and install a 150mm Water meter compatible with AMR technology, flanged on both ends and fitted to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D19.3	Supply and install a smart automatic meter-reading device	no	01		
D20	<b><u>METER No. 20</u></b> <b><u>Replacement of Existing Meter and Installation of Automatic Meter Reading Device</u></b> <b><u>Meter size: 50mm, Existing pipe size: 80mm</u></b>				
	-				
D20.1	Decommission and remove the existing water meter	no	01		
D20.2	Supply and install a new 50mm water meter compatible with AMR technology, flanged on both ends and fitted to the existing flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D20.3	Supply and install a smart automatic meter-reading device	no	01		
D21	<b><u>METER No. 21</u></b> <b><u>New Below Ground Water Meter Installation</u></b> <b><u>Meter size: 100mm, Existing pipe size: 100mm</u></b>				
	-				
D21.1	Proof trench and verify the existing pipe material	L/Sum	01		
D21.2	Cutting off approximately 4.5m of pipe including fitting of flanges on both ends of exposed pipe as per drawings and specifications	L/Sum	01		
D21.3	Construction of new water meter manhole with overall size 1.3x0,91m and varying depths not exceeding 1.8m deep including all necessary additional excavations, risk of collapse, blinding, manhole base, stone bedding, 230mm brickwork, backfilling, concrete cover slab, including breaking openings on both ends for new pipe and cart away of surplus material all in accordance with drawings and specifications	L/Sum	01		
D21.4	Supply and install 100mm diameter steel pipes each approximately 1.4m in length, flanged on both ends and fitted on either end of manhole to existing flanged asbestos pipes and in new manholes including sealing off ends of manholes, support/thrust blocks, etc., gaskets, bolts, sealants etc.	no	02		



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D21.5	Supply and install 100mm spool pieces in varying lengths flanged on both ends and fixed to meter & valves including all necessary, gaskets, bolts, sealants etc.	no	02		
D21.6	Supply and install a 100mm swing check valve flanged on both ends and fitted to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D21.7	Supply and install a 100mm In-line strainer, flanged on both ends and fitted to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D21.8	Supply and install a new 100mm water meter compatible with AMR technology, flanged on both ends and fitted to the existing flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D21.9	Supply and install a smart automatic meter-reading device	no	01		
D22	<b>METER No. 22</b> <b>New Below Ground Water Meter Installation</b> <b>Meter size: 80mm, Existing pipe size: 100mm</b>				
D22.1	Proof trench and verify the existing pipe material	L/Sum	01		
D22.2	Cutting off approximately 4.5m of pipe including fitting of flanges on both ends of exposed pipe as per drawings and specifications	L/Sum	01		
D22.3	Construction of new water meter manhole with overall size 1.3x0.91m and varying depths not exceeding 1.8m deep including all necessary additional excavations, risk of collapse, blinding, manhole base, stone bedding, 230mm brickwork, backfilling, concrete cover slab, including breaking openings on both ends for new pipe and cart away of surplus material all in accordance with drawings and specifications	L/Sum	01		
D22.4	Supply and install 100mm diameter steel pipes each approximately 1.4m in length, flanged on both ends and fitted on either end of manhole to existing flanged asbestos pipes and in new manholes including sealing off ends of manholes, support/thrust blocks, etc., gaskets, bolts, sealants etc.	no	02		
D22.5	Supply and install 100mm spool pieces in varying lengths flanged on both ends and fixed to meter & valves including all necessary, gaskets, bolts, sealants etc.	no	02		

D22.6	Supply and install a 100mm swing check valve flanged on both ends and fitted to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D22.7	Supply and install a 100mm In-line strainer, flanged on both ends and fitted to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D22.8	Supply and install a new 100mm water meter compatible with AMR technology, flanged on both ends and fitted to the existing flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D22.9	Supply and install a smart automatic meter-reading device	no	01		
D23	<b>METER No. 23</b> <b><u>Replacement of Meter including associated components</u></b> <b><u>Meter size: 50mm, Existing pipe size: 50mm</u></b>				
D23.1	Decommission and remove the existing water meter	no	01		
D23.2	Supply and install a new 50mm water meter compatible with AMR technology, flanged on both ends and fitted to the existing flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D23.3	Supply and install a 50mm In-line strainer, flanged on both ends and fitted to existing flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D23.4	Supply and install a smart automatic meter-reading device	no	01		
D24	<b>METER No. 24</b> <b><u>Replacement of Existing Meter and Installation of Automatic Meter Reading Device</u></b> <b><u>Meter size: 150mm, Existing pipe size: 150mm</u></b>				
D24.1	Decommission and remove the existing water meter	no	01		
D24.2	Supply and install a new 150mm water meter compatible with AMR technology, flanged on both ends and fitted to the existing flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D24.3	Supply and install a smart automatic meter-reading device	no	01		



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D25	<b>METER No. 25</b> <b><u>New Above Ground Water Meter Installation</u></b> <b><u>Meter size: 50mm, Existing pipe material is</u></b> <b><u>asbestos cement and the pipe size: 50mm</u></b>				
D25.1	Proof trench and verify the existing pipe material	L/Sum	01		
D25.2	Cutting off approximately 4.5m of pipe including fitting of flanges on both ends of exposed pipe as per drawings and specifications	L/Sum	01		
D25.3	Supply and install 50mm diameter steel pipes each not exceeding 1.5m in length with central puddle flange and fitted on either end to existing flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D25.4	Supply and install 50mm Resilient seal non-rising spindle gate valves, flanged both ends and fitted on either end to the flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D25.5	Supply and install 50mm steel flanged distance pipes, (Length=5xDia, min 250mm) and fitted on either end to the gate valves	no	03		
D25.6	Supply and install 50mm diameter steel pipes each in varying lengths not exceeding 3m in length, each with 90° bends butt welded to pipes and flanged on each end of bends and fitted on either end to flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D25.7	Cast thrust block to all central puddle flange pipes, including additional excavations, concrete, formwork, etc.	no	01		
D25.8	Supply and install a 50mm swing check valve flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D25.9	Supply and install a 50mm In-line strainer, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D25.10	Supply and install a 50mm Water meter compatible with AMR technology, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		



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D25.11	Supply and install a 50mm diameter steel flanged distance piece not exceeding 500mm and fitted between the meter and the in line strainer including all necessary gaskets, bolts, sealants etc.	no	01		
D25.12	Pipes underground to be taped shall be coated with appropriate primer and the tape shall be applied with minimum 15mm lap per spiral	m	8		
D25.13	Supply and install valve boxes with blue lid, with uPVC pipe over valve	no	02		
D25.14	Supply and install a smart automatic meter-reading device	no	01		
D26	<b><u>METER No. 26</u></b> <b><u>New Below Ground Water Meter Installation</u></b> <b><u>Meter size: 100mm, Existing pipe material is asbestos cement and the pipe size: 100mm</u></b>				
D26.1	Proof trench and verify the existing pipe material	L/Sum	01		
D26.2	Cutting off approximately 4.5m of pipe including fitting of flanges on both ends of exposed pipe as per drawings and specifications	L/Sum	01		
D26.3	Construction of new water meter manhole with overall size 2.66x1.66m and varying depths not exceeding 2.53m deep including all necessary additional excavations, risk of collapse, blinding, manhole base, stone bedding, 230mm brickwork, backfilling, concrete cover slab, including breaking openings on both ends for new pipe and cart away of surplus material all in accordance with drawings and specifications	L/Sum	01		
D26.4	Supply and install 100mm diameter steel pipes each approximately 1.4m in length, flanged on both ends and fitted on either end of manhole to existing flanged asbestos pipes and in new manholes including sealing off ends of manholes, support/thrust blocks, etc., gaskets, bolts, sealants etc.	no	02		
D26.5	Supply and install 100mm spool pieces in varying lengths flanged on both ends and fixed to meter & valves including all necessary, gaskets, bolts, sealants etc.	no	02		
D26.6	Supply and install a 100mm swing check valve flanged on both ends and fitted to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		



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D26.7	Supply and install a 100mm In-line strainer, flanged on both ends and fitted to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D26.8	Supply and install a new 100mm water meter compatible with AMR technology, flanged on both ends and fitted to the existing flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D26.9	Supply and install a smart automatic meter-reading device	no	01		
D27	<b>METER No. 27</b> <b>New Above Ground Water Meter Installation</b> <b>Meter size: 100mm, Existing pipe material is asbestos cement and the pipe size: 100mm</b>				
D27.1	Proof trench and verify the existing pipe material	L/Sum	01		
D27.2	Cutting off approximately 4.5m of pipe including fitting of flanges on both ends of exposed pipe as per drawings and specifications	L/Sum	01		
D27.3	Supply and install 100mm diameter steel pipes each not exceeding 1.5m in length with central puddle flange and fitted on either end to existing flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D27.4	Supply and install 100mm Resilient seal non-rising spindle gate valves, flanged both ends and fitted on either end to the flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D27.5	Supply and install 100mm steel flanged distance pipes, (Length=5xDia, min 250mm) and fitted on either end to the gate valves.	no	03		
D27.6	Supply and install 100mm diameter steel pipes each in varying lengths not exceeding 3m in length, each with 90° bends butt welded to pipes and flanged on each end of bends and fitted on either end to flanged pipes including gaskets, bolts, sealants, etc.	no	02		
D27.7	Cast thrust block to all central puddle flange pipes, including additional excavations, concrete, formwork, etc.	no	01		
D27.8	Supply and install a 100mm swing check valve flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		

D27.9	Supply and install a 100mm In-line strainer, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D27.10	Supply and install a 100mm Water meter compatible with AMR technology, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D27.11	Supply and install a 100mm diameter steel flanged distance piece not exceeding 500mm and fitted between the meter and the in line strainer including all necessary gaskets, bolts, sealants etc.	no	01		
D27.12	Pipes underground to be taped shall be coated with appropriate primer and the tape shall be applied with minimum 15mm lap per spiral	m	8		
D27.13	Supply and install valve boxes with blue lid, with uPVC pipe over valve	no	02		
D27.14	Supply and install a smart automatic meter-reading device.	no	01		
D28	<b><u>METER No. 28</u></b> <b><u>Replacement of Existing Meter and Installation of Automatic Meter Reading Device</u></b> <b><u>Meter size: 150mm, Existing pipe size: 150mm</u></b>				
D28.1	Decommission and remove the existing water meter	no	01		
D28.2	Supply and install a new 150mm water meter compatible with AMR technology, flanged on both ends and fitted to the existing flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		
D28.3	Supply and install a smart automatic meter-reading device	no	01		
D29	<b><u>METER No. 29</u></b> <b><u>Replacement of Existing Meter and Installation of Automatic Meter Reading Device</u></b> <b><u>Meter size: 150mm, Existing pipe size: 150mm</u></b>				
D29.1	Decommission and remove the existing water meter	no	01		
D29.2	Supply and install a new 150mm water meter compatible with AMR technology, flanged on both ends and fitted to the existing flanged pipes including all necessary gaskets, bolts, sealants etc.	no	01		



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D29.3	Supply and install a smart automatic meter-reading device	no	01		
	<b>SUB-TOTAL D</b>				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	<b><u>SECTION E</u></b>				
E	<b><u>CONFIGURE AND TEST AUTOMATIC METER READING DEVICES</u></b>				
E.1	Configure and Test the Automatic Meter Reading Devices and establish connectivity for wireless communication	no	29		
	<b>SUB-TOTAL E</b>				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	<b><u>SECTION F</u></b>				
F	<b><u>AUTOMATIC METER-READING (AMR) SYSTEM AND SOFTWARE INTEGRATION</u></b>				
F.1	License for meter on AMR system	no	29		
F.2	Getting Water DATA into TNPA firewall on the Engineering LAN network	Sum	1		
F.3	Internet Connectivity for the Billing Server	Sum	1		
F.4	Supply and installation of metering gateway including civil and structural works and all appurtenances	no	04		
F.5	Development of Gateway to AMR system	no	04		
F.6	Programming and Software integration into the billing server, tariff setup, designing billing template and setting up billing accounts on PowerSmartWeb. Configure the server to send an Alert (SMS) to TNPA for abnormal flows	Sum	1		
F.7	Mapping the meters onto the Geographic Information System (GIS) showing the exact installation point, opening meter reading and the picture of the installation.	no	29		



TRANSNET NATIONAL PORT AUTHORITY

TENDER NUMBER: HCT/10/13/1168 TNPA 997

DESCRIPTION OF THE WORKS: SUPPLY AND INSTALLATION OF AMR / AMI WATER METERS IN THE PORT OF DURBAN.

F.8	Testing and commissioning of the software side both individually and integrated system	Sum	1		
	<b>SUB-TOTAL F</b>				R

## **Part C3: Scope of Work**

## **C3.1 Works Information**



## PART C3: SCOPE OF WORK

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## C3.1 EMPLOYER'S WORKS INFORMATION

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## SECTION 1

### 1 Description of the *works*

#### 1.1 Executive overview

The *works* that the *Contractor* is to perform involves installation of AMR water meters on the POD internal water reticulation system of various sizes as listed in Works Information and drawings and ensuring that the data is uploaded into a central data base on the *Employers* Servers at Ocean Terminal Building.

This will ensure that *Employer* can accurately bill water consumption, receive alarms for high flow set points and trigger night flow analyses where applicable (non 24 hour operational centres) using the OEM software or uploading into PowerSmartWebBlack billing software as used in POD. All equipment used will be of the latest AMR/ AMI communication / data logging, billing and alarm notification technologies.

#### 1.2 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
AMR	Automatic Meter Reading
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	Contractor Documentation Register
CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager
DWG	Drawings
EO	Environmental Officer
GIS	Geographic Information System
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
JSA	Job Safety Analysis
Native	Original electronic file format of documentation
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment



POD	Port of Durban
PSSM	Project Site Safety Manager
QA	Quality Assurance
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SIP	Site Induction Programme
SMP	Safety Management Plan
uPVC	Unplasticised Poly Vinyl Chloride
TNPA	Transnet National Port Authority
OEM	Original Equipment Manufactures
K/L	Kilolitre

## 2 Engineering and the *Contractor's* Design

### 2.1 *Employer's* design

2.1.1 The *Employer* will issue the design drawings for the manholes that have been performed internally and for the meter installation, site layout and typical installation drawings are attached and referred to in the Works Information.

2.1.2 The *Employer* shall supply the following:

- Works Information
- Site Layout drawing
- Typical Water Meter Installation Drawing
- Manhole Details

2.1.3 The *Employer* grants the *Contractor* the licence to use the copyright in the data presented to the *Contractor* for the purpose of the *works*.

### 2.2 Parts of the *Works* which the *Contractor* is to design

2.2.1 The *Contractor* is to design the following parts of the *works*:

- Final construction drawings and workshop details.
- Communication and instrumentation design for Automatic Meter Reading (AMR) including linking the meters to the existing billing server.
- Programming and Software integration into the billing server, tariff setup, designing billing template and setting up billing accounts on PowerSmartWeb.
- Changes required to suit the equipment purchased by the *Contractor*.



- Temporary works required during installation of the new meters.

The final construction and fabrication drawings must be based upon site confirmed dimensions. It is the responsibility of the *Contractor* to confirm these dimensions and produce these drawings to suit the actual site measurements.

The *Contractor* is responsible in his design for the overall integration of the design of the *works* with the existing installation and software system.

## **2.3 Procedure for submission and acceptance of *Contractor's* designs/ documentation**

- 2.3.1 The *Contractor's* documentation shall be issued to the Employer under the cover of the *Contractor's* Transmittal Note indicating all Contract references (i.e Project No, Package No, etc.) as well as the *Contractor's* Project Document Number, Revision Number, Title and chronological listing of transmitted documentation. Formats of *Contractor* data submitted is dependent on the project procedure and shall be specified by the *Employer*, upon the notified request of the *Contractor*.
- 2.3.2 The *Contractor* shall deliver both hard copies and electronic media copies (CD Rom) to the *Employer* either at the address stated within the Contract Data or at the Project site office.
- 2.3.3 All electronic documentation shall be submitted by the *Contractor* in Adobe Acrobat (.PDF) and native file format.
- 2.3.4 The *Contractor* shall submit design drawings and other technical documentation for review and acceptance by the *Project Manager*.
- 2.3.5 No manufacturing or construction work is to commence until the drawings have been accepted.

## **2.4 Review and Acceptance of *Contractor's* Documentation**

- 2.4.1 The *Contractor* submits documentation as required by the 'Works Information' to the *Project Manager* for review and acceptance.
- 2.4.2 Acceptance of documentation by the *Employer* will in no way relieve the *Contractor* of their responsibility for the correctness of information, or conformance with their obligation to Provide the Services. This obligation rests solely with the *Contractor*.
- 2.4.3 After review, a copy of the original reviewed/marked-up drawing/document, with the *Employer's* consolidated comments and document status marked on the Squad Check Form, is scanned and the copy shall be returned to the *Contractor* under cover of the project's Transmittal Note for revision or re-submittal as instructed.
- 2.4.4 The *Contractor* shall allow the *Employer* 2 weeks (unless otherwise stated and agreed) to review and respond to the *Contractor's* submission of their documentation, i.e. from time of receipt by the project to the time of despatch.



**2.4.5** On receipt of the reviewed documentation the *Contractor* shall make any modifications requested/marked-up and resubmit the revised documentation to the *Employer* within 2 weeks. Queries regarding comments/changes should be addressed with the *Employer* prior to re-submittal.

**2.4.6** Any re-submittals, which have not included the changes/comments identified, will be returned to the *Contractor* to be corrected. The *Contractor* shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue.

## **2.5 Other requirements of the *Contractor's* designs**

**2.5.1** The *Contractor's* design complies with the following:

**2.5.2** The *Contractor's* designs shall comply with all the required SABS / IEC specification, Code of practices and all Engineering standards as required per installation point.

## **2.6 Use of *Contractor's* design**

**2.6.1** The *Contractor* grants the *Employer* a licence to use the copyright in all design data presented to the *Employer* in relation to the *works* for any purpose in connection with the construction, re-construction, refurbishment, repair, maintenance and extension of the *works* with such licence being capable of transfer to any third Party without the consent of the *Contractor*.

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

The *Contractor* provides the following:

### **2.7.1 As-Built/ Final Documentation**

**2.7.1.1** In Providing the Services (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the *Employer's* Document Submission.

**2.7.1.2** All As-Built information to be signed off by *Contractors* responsible PrEng before issue to the *Employer*.

**2.7.1.3** The *Contractor* will prepare the final As-Built drawings within 14 days of receiving the red line drawings from the *Contractor*.

### **2.7.2 Installation, Maintenance and Operating Manuals and Data Books**

**2.7.2.1** The *Contractor* provides manuals in an A4 hard covered, red, grease and waterproof binder, using 2 ring type binders. The manuals are well indexed and user friendly and include a summarized Table of Contents.

**2.7.2.2** Drawings and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.

**2.7.2.3** The *Contractor* submits the draft Table of Contents to the *Employer* for acceptance prior to the compilation and official submittal of the manuals.

**2.7.2.4** The originals of all brochures shall be issued to the *Employer*. When a general brochure is applicable to a range of equipment, then the specific item, catalogue number or model number shall be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number.



- 2.7.2.5 The address, phone numbers, fax numbers and reference numbers of all Subcontractors is provided.
- 2.7.2.6 Where manuals include drawings that still need to be revised to "As-Built" status, and such manuals are required prior to 'As-Built' status, the manual will not be considered to be in its final form until the "As-Built" version of each such drawing has been incorporated.
- 2.7.2.7 The required number of copies of the manual (s) shall be as specified by the Employer and submitted per type or model number of equipment included in the contract, or as specified by the Project Manager.
- 2.7.2.8 A typical example of what the binder/file (s) shall be marked with on the spine and the front cover is as follows: -

Project Name  
Manual Title, e.g. Installation, Maintenance and Operating Manual  
FBS/WBS No. and Title  
Manual Numbering (e.g. Volume 1 of 2, etc.)  
Contract Number/Package No.  
*Contractor Name*

- 2.7.3 Unless otherwise stated, the required number of copies of all As-Built/Final/Data Packs shall be:

- 3 x hard copies
- 3 x CD Roms with Adobe Acrobat (.pdf) and "Native" formats

### 3 Construction

#### 3.1 Temporary *works*, site services & construction constraints

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

3.1.1.1 The *Contractor* complies with the *Employer's* Site entry and security control, permits, site regulations and Port rules.

3.1.1.2 The *Contractor* shall take out temporary entry permits for all staff working within the harbour. All costs incurred shall be borne by the *Contractor* or his staff.

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

- All *Contractor's* personnel who will be working on this project shall undergo a safety induction conducted by *Employer's* representative before occupying the *Employer's* premises.
- All *Contractor's* personnel shall at all times wear their uniform bearing their *Employer's* name or colour code so as to be easily identifiable as being employed by the particular company concerned.
- The *Contractor* personnel shall adhere to all the standard operating procedures for the *Employer's* security to ensure compliance to the applicable standards and regulations (e.g. International Ship and Port Facility Security (ISPS) Code).



- The *Contractor* personnel shall ensure compliance with National Ports Act and Port Rules.
- Adhere to the stipulated speed limits. The speed limit is strictly 30 km/h when driving inside the Port and reduced to 20 km/h in some specific operational areas.

### **3.1.2 Restrictions to access on Site, roads, walkways and barricades**

3.1.2.1 The *Contractor* is specifically excluded from entering the *Employer's* operational areas which are adjacent to the site and Working Areas unless authorized by the *Project Manager*. The *Contractor* plans and organises his work in such a manner so as to cause least possible disruptions to the *Employer's* operations.

3.1.2.2 The *Contractor* ensures the safe passage of traffic to and around the Site and Working Areas at all times, this includes providing flagmen, protective barriers, signage etc. for protection, direction and control of traffic.

### **3.1.3 People restrictions on Site; Hours of Work, Conduct and Records:**

3.1.3.1 The *Contractor's* normal hours of work for his people employed on the Site shall be in accordance with the requirements of the Department of Labour or with the agreement of the relevant trade unions. The *Contractor* shall advise the *Project Manager* of his intended working hours at the first Project Kick-off meeting.

3.1.3.2 The *Project Manager's* office hours are 08h00 to 16H30 Monday to Friday. The offices are closed on Saturdays, Sundays and Public Holidays.

3.1.3.3 Should the *Contractor* be required to work outside the normal working hours/days to minimize impact on affected stakeholders it shall be mutually agreed-upon.

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

### **3.1.4 Health and safety facilities on Site**

- All health and safety matters associated with the *works* shall be dealt with in accordance with Occupational Health & Safety Act, 1993 (Act No. 85 of 1993) and the Transnet National Ports Authority Health and Safety Specifications which will be attached to the Works Information.
- The *Contractor* shall prepare, implement and administer the *Contractor's* Health and Safety Management Plan (CHSMP). The Health and Safety Management Plan must provide a systematic method of managing hazards and implementing control measures.
- The *Contractor* must prepare and submit the occupational health & safety file to the *Project Manager* for acceptance. The *Project Manager* will then submit the Occupational Health & Safety File to the *Employer's* Legal & Compliance Department for approval before the commencement of the *works*.
- Pre-employment medical examinations as well as exit medicals will be required and must further include for chest X-rays. These medical examinations must be carried out by a



registered Occupational Health practitioner. All costs associated will be for the *Contractor's* account.

- The *Contractor* ensures that its *Subcontractors* comply with the requirements of the Occupational Health & Safety Act, 1993 (Act No. 85 of 1993).
- The *Contractor* performs the *works* and all construction activities within the site and Working Areas in accordance with the *Contractor's* Health and Safety Management Plan (CHSMP).

3.1.4.1 The *Contractor* complies with the requirements stated under clauses 3.1.2 and 3.1.4 of C3.1 *Employer's* Works Information.

### **3.1.5 Title to Materials from stripping, demolition and excavation**

3.1.5.1 The *Contractor* has no title to Materials arising from removal of redundant equipment in the performance of the *works*. Redundant meters and valves are to be stored at the *Contractor's* site camp; this will then be removed and handled by TNPA. However, all waste material shall be cleared from site by the *Contractor* and disposed in a designated disposal area or suitable waste container to avoid pollution. The *Project Manager* shall instruct the *Contractor* how to label, mark, set aside and/or dispose of such Materials for the benefit of the *Employer* in accordance with ECC Clause 73.1.

### **3.1.6 Cooperating with and obtaining acceptance of Others:**

3.1.6.1 The *Contractor* performs the work and co-operates with the *Employer* (including the agents of the *Employer*) who operates on site during the entire duration of the contract period. The *works* will be performed in an operational environment.

3.1.6.2 The *Contractor* performs the *works* and co-operates with Others, of whom the *Contractor* is to be notified once appointed by the *Employer*, who operates on site during the entire duration of the contract period.

### **3.1.7 Publicity and progress photographs**

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

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

### **3.1.8 Contractor's Equipment**

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

3.1.8.2 All Equipment used by the *Contractor* on Site shall be properly maintained and operated. All vehicles on public roads shall be roadworthy, with the necessary licences and safety requirements. A checklist/register shall be implemented which lists the operator's qualifications and medical records.



3.1.8.3 The *Contractor* complies with the following:

- a) The *Contractor* shall supply all necessary Materials, labour, tools, Plant, PPE, demarcating signage as per the latest construction regulation and transport required for the proper Completion of the *works*.
- b) The *Contractor* shall submit a comprehensive list of Equipment, intended for use on this contract.
- c) The use of all such Equipment shall be subject to approval by the *Project Manager*, though such approval shall not relieve the *Contractor* of any of their responsibilities under the contract.
- d) Equipment and Materials to be used, shall be of high quality, and shall comply with all relevant specifications, codes as mentioned in the previous clause as well as Occupational Health and Safety Act of 1993(Act 85 of 1993).

### **3.1.9 Equipment provided by the *Employer***

3.1.9.1 No Equipment will be provided by the *Employer*.

### **3.1.10 Site services and facilities:**

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

The *Employer* will provide an area for the *Contractor* to establish his site camp. All preparation, fencing and security to be provided by the *Contractor* and shall be for his account.

The *Employer* will also provide the following connections to services within the site and lay down area for the *Contractor's* use:

- Water supply point
- An electrical connection point

3.1.10.2 Facilities provided by the *Contractor*:

The *Contractor* provides at his cost all required facilities for his own use in order to provide the *works*, including mobile toilets and ablutions for his staff.

### **3.1.11 Existing premises, inspection of adjoining properties and checking work of Others**

3.1.11.1 The *Contractor* will be held responsible for any damage to existing structures and surfacing caused by the *Contractor* during the execution of the contract; fair wear and tear excluded, and shall repair it to the satisfaction of the *Supervisor* on conclusion of the *works*. For this purpose, a joint inspection with the *Supervisor* will be carried out prior to occupation of the Site(s) and any existing damage noted.



### **3.1.12 Excavations and associated water control**

- 3.1.12.1 The purpose of the excavations is to expose the main water line and cut the section of the pipe and install new piping to bring the water meter above ground or construction of a manhole for the below ground installations.
- 3.1.12.2 The *Contractor* protects all excavations against any water ingress whether by seepage, rain, storms, floods or any other means.
- 3.1.12.3 All trenching and work area is to be barricaded.
- 3.1.12.4 The excavated area is to be re-instated to original state upon completion of *works*.

### **3.1.13 Existing underground services**

- 3.1.13.1 Due to the potentially high density of services, the uncertainty regarding their exact locations and sensitivity of the products, the *Contractor* will be required to search for existing services by using appropriate probing equipment before excavating. However, all known services have been mapped on the drawings.
- 3.1.13.2 The *Contractor* exercises due care and attention in carrying out any excavation work to avoid damage or disruption to existing services.
- 3.1.13.3 Where the *Contractor* encounters existing underground services, the *Contractor* undertakes the following:

The *Contractor* shall immediately notify the *Project Manager* of such service encountered who will then arrange for testing and verification if it is a "live" or "dead" service.
- 3.1.13.4 Should the *Contractor* fail to exercise the requisite care and attention in carrying out the excavation work, the *Contractor* will be-held liable for any claims arising out of damage caused by such excavations.

### **3.1.14 Control of noise, dust, water and waste**

- 3.1.14.1 Before the *Contractor* commences with any *works* that will produce noise, dust, water and waste, the *Contractor* submits his proposed methods of construction which demonstrate the measures taken to avoid and or reduce any nuisance arising from dust, noise and vibration for acceptance by the *Project Manager*.

## **3.2 Completion, testing, commissioning and correction of Defects**

### **3.2.1 The *work* to be done by the Completion Date**

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



Item of work	To be completed by
As built drawings, Valid calibration certificates, Data Books, Operating manuals, Maintenance plans and schedules in both hard copy and electronic format	Completion Date
Performance test reports	Completion Date

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

3.2.2.1 Repair Defects identified within the guarantee/ Defects period.

### 3.2.3 Commissioning

3.2.3.1 The installation including the software part shall be comprehensively tested and commissioned as individual and integrated system prior to completion.

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

- The *Contractor* shall submit a planned commissioning procedure to the *Project Manager* at least 5 days before commissioning commences.
- The *Contractor* shall provide all relevant test equipment required to test and commission the complete *works*.
- The *Contractor* shall provide adequate and competent personnel for testing and commissioning.

### 3.2.4 Take over procedures

3.2.4.1 The *Employer* may take over the completed section of the *works* before the Completion Date. The *Employer* shall take over the *works* once the *works* has been tested and commissioned.

3.2.4.2 The *Contractor* ensures that the documentation as described under paragraph 3.2.1 is presented to the *Project Manager* by the Completion Date.

3.2.4.3 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the status of the completed *works* to present to the *Employer*.

### 3.2.5 Access given by the *Employer* for correction of Defects

3.2.5.1 Access shall be given as stated under clauses 3.1.1 and 3.1.2 of this document.

3.2.5.2 The *Contractor* complies with the following constraints and procedures of the *Employer* where the *Project Manager* arranges access for the *Contractor* after Completion as stated under clauses 3.1.3 and 3.1.4.

### 3.2.6 Training and technology transfer for the Owner's personnel

3.2.6.1 The installation of the new AMI/ AMR water meters and related systems, especially automatic water meter reading, will make a significant change in the operation and maintenance requirement for the *Employer*. The *Employer's* maintenance personnel will be exposed to new technology.



It is therefore essential that the *Contractor* provides theoretical and practical training to the *Employer's* staff members. On completion of the training, it is expected that the *Employer's* personnel will be able to deal competently with any breakdown (both hardware and software) that may arise.

3.2.6.2 The *Contractor* compiles a Training Manual containing easy-to-understand notes on all subject matters critical for troubleshooting and resolving issues that may arise.

3.2.6.3 The *Contractor* is required to submit a Training Plan to the *Project Manager* for review no later than for weeks four before the completion date.

3.2.6.4 The *Contractor* maintains an accurate record of the training given and is to submit a report on completion of the training. The report will include, details of the Trainer, the scope of the training, the duration of training and the *Employer's* personnel who received training.

3.2.6.5 Training shall cater for 10 *Employer* attendees for both theoretical classroom and practical session on site with equipment. (Maintenance/ Communication/ Troubleshooting/ Q&A)

## **4 Plant and Materials Standards and Workmanship**

### **4.1 Standards and Specifications Applicable to the Works**

4.1.1 The latest SABS publications for specifications and codes will be used in the execution of this contract.

SANS 241	Water for domestic supplies
SANS 1217	The production of painted and powder coated steel pipes
SANS ISO 6509	Corrosion of metals and alloys- determination of dezincification resistance of brass
SANS 1529-1:2006	Metrological characteristics of mechanical water meters of nominal bore not exceeding 100mm.
SANS 1529-3:2006	Physical dimensions.
SANS 1529-4:2006	Mechanical meters of nominal bore exceeding 100mm but not exceeding 800mm.
Trade Metrology Act, 1973(Act 77 of 1973)	
Occupational Health and Safety Act (85 of 1993)	

### **4.2 Plant, Material and Workmanship**

4.2.1 All Plant and Material used in the installation shall be of high quality and the work be of a high standard of workmanship carried out by qualified staff under proper supervision by experienced and competent officers.

4.2.2 All materials and products shall be used in strict accordance with manufacturer's instructions and specifications.



4.2.3 The *Contractor* shall supply all necessary Materials, labor, tools, Plant, PPE, demarcating signage and transport required for the proper Completion of the *works*.

4.2.4 All Plant and Material shall comply with the relevant SANS or International standard specifications.

### 4.3 WORKS INFORMATION

#### Scope of *Works*

The *Contractor* shall be responsible for the supply, delivery, installation, configuration, software integration, designing billing templates, testing, and commissioning of all the AMR water meters as listed and shown on the Drawings.

The scope to be carried out by the *Contractor* shall include but not limited to the following items of work as summarized below:

- IP addresses for devices will be issued by the *Employer*
- *Contractor* to liaise / appoint the current SLA Network *Contractor* insofar as getting Water DATA into the *Employer's* firewall on the Engineering LAN network.
- Software integration to allow recording of data into the existing billing software
- Testing, commissioning and handover
- Issuing of As built drawings, Valid calibration certificates, Data Books, Operating manuals, Maintenance plans and schedules in both hard copy and electronic format
- Installation and configuration of water meter data loggers/ recorder/ pulse counters
- All new metres offered in this tender will be SMART AMR water meters that is specially designed to ensure accurate data readings.
- The meters must provide optimum accuracy, durability and performance and must be so designed that any amount of error in the reading is not billed to consumer but is the supplier's error and contributed to network losses.
- *Contractor* to confirm if existing water metres listed to be reused can be reused and that they can be easily integrated into the software solution offered by the *Contractor* AMR/AMI system.
- *Contractor* to confirm that AMR signal strength per meter point is sufficient for accurate data collection, where any specific metering point is found to have weak signals then the installation of a signal booster device is required.
- If aerials are to be installed above ground, suitable rated 75 mm cable ladder or TP1000 stainless steel trunking is to be used for support and mechanical rigidity.
- The data must be uploaded into POD existing Software data base. PowerSmartWebBillingBlack software *Contractor* to provide a typical excel type spreadsheet with fixed demarcated cells that will be uploaded, the contractor must submit proof that they have a sub-contractor / employer that can design a software driver that will load the data seamlessly into PowerSmartWebBillingBlack billing software if this option is used.



- Excavation of each metering point to expose the main water pipe so as to ensure data given to the *Contractor* in respect of water pipe size and material is correct and that the proposed installation of one of the following methods can be done:
  - Above ground water meters and isolation valves;
  - Construct a manhole and install meters and isolation valves inside manholes ;
- Installation and configuration of water meter AMR, transmitters, signal booster antennas, GMS data downloader at Server data loggers/ recorder/ pulse counters
- Issuing of Valid calibration certificates, Data Books, Operating manuals, Maintenance plans and schedules in both hard copy and electronic format
- The *Contractor* shall supply all necessary Materials, labour, tools, Plant, PPE, demarcating signage and transport required for the proper Completion of the *works*.

#### 4.3.1 Site Conditions

All Plants and Materials offered shall be rated for continuous operation under the following service conditions:

Altitude	Sea level to + 50 m
Ambient air temperature	Max. 40 degrees Celsius; Min. - 5 degrees Celsius
Humidity	As high as 86 %
Lightning conditions	10 strikes per year as listed in SABS codes
Atmosphere	Highly saline with heavy corrosive industrial, chemical and dust-laden nature. Frequent heavy rains driven by winds reaching speeds of 100 km/h and above.
Water supply pressure	between 2.0 – 6.0 bar

#### 4.3.2 General

4.3.2.1 The *Employer's* appointed personal will perform all valve isolations to ensure that the area that the *Contractor* is intending to work on is completely isolated and safe to work.

4.3.2.2 The *Contractor* is to notify the *Project Manager* of the next section he intends to work on and it shall be three days prior to actual work to be performed to allow planning for the area to be isolated.

4.3.2.3 The *Contractor* is to liaise with TNPA Fire Department insofar as get the "Hot Work" permit.

#### 4.3.3 Standard of work, Plant and Materials

4.3.3.1 The workmanship and completed works must be of the best quality throughout with every individual part accurately made to size and form, ensuring that every component fits exactly on erection.

4.3.3.2 The installation shall conform to the best practice methods and material types and shall comply with all applicable SANS standards and Code of practice.



#### 4.3.4 Installation of Meters, Pipes and Manholes Construction

For this installation the *Contractor* shall excavate to expose piping, cut into the existing pipe line and install new water meters and components as per typical details indicated on drawings. All pipes and fittings to have minimum working pressure of 16 bar. All pipes to be fusion-bonded epoxy powder coated (blue) to SANS 1217:1986 Type 2 dry film thickness, 300 to 500 micron with polyurethane coating to SANS 1578 on G.I. to dry film thickness of 50 to 100 micron. Steel products exposed to soil conditions must be denso wrapped properly before backfilled.

The *Contractor* is to include in his tender rate for the design, supply, and installation of all the fasteners, gaskets etc. including all the equipment and labor required to provide a complete and operational installation.

##### Water Meters

All meters are to be SANS 1529-1:2006 as well as Trade Metrology Act, 1973 (Act 77 of 1973) compliant. In all cases, the tenderer shall give a full description of the meter offered. Corrosion-resistant materials shall be employed throughout and parts that are in contact with the water flowing through shall be non-toxic and non-tainting. The meter body must be manufactured from cast iron and powder coated with a fusion bonded epoxy to a minimum dry thickness of 150 microns.

The water meter shall be clearly and indelibly marked with the following information:

- a) Name or trademark of the manufacturer
- b) Meter serial number where first two digits indicate year of manufacture
- c) Direction of flow on both sides of the body
- d) Unit of measurement
- e) Meter type and size
- f) Maximum admissible pressure
- g) Pressure loss class
- h) Temperature class
- i) Metrological approvals and flow values

The meters offered shall be designed for easy maintenance and repairs without the use of special tools or equipment for dismantling or assembly. All mechanical meters supplied in terms of this contract shall perform to accuracy of better than  $\pm 2\%$  error over the meters' operating range.

##### 4.3.4.1 Meter 1 – New Above Ground Water Meter Installation

- Meter 1 is a new proposed above ground installation to be positioned at A-Check Truck staging facility (Y=-802.985; X=3308801.410), refer to drawing no: **DH61-J-904-001-00**.
- The existing pipe material is HDPE and the pipe size is 50mm.
- Excavate in earth, in varying depths but not exceeding 1.5m deep, in various sections with total length approximately 5x1m wide to expose existing water pipe in various sections including all necessary risk of collapse, backfilling and compaction and cart away of surplus material from site.



- Cutting off approximately 4.5m of pipe including fitting of flanges on both ends of exposed pipe as per drawings and specifications.
- Supply and install 02 No. x 50mm diameter steel pipes each not exceeding 1.5m in length with central puddle flange and fitted on either end to existing flanged pipes including gaskets, bolts, sealants, etc.
- Supply and install 02 No. x 50mm Resilient seal non rising spindle gate valves, flanged both ends and fitted on either end to the flanged pipes including gaskets, bolts, sealants, etc.
- Supply and install 03 No. x 50mm steel flanged distance pipes, length (5xDia, min 250mm) and fitted on either end to the gate valves.
- Supply and install 02 No. x 50mm diameter steel pipes each in varying lengths not exceeding 3m in length, each with 02 No. x 90° bends butt welded to pipes and flanged on each end of bends and fitted on either end to flanged pipes including gaskets, bolts, sealants, etc.
- Cast thrust blocks to all central puddle flange pipes, including additional excavations, concrete, formwork, etc. as indicated on typical details in DH61-J-904-015-00.
- Supply and install a 50mm swing check valve flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 50mm In-line strainer, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 50mm Water meter compatible with AMR technology, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 50mm diameter steel flanged distance piece not exceeding 500mm and fitted between the meter and the in line strainer including all necessary gaskets, bolts, sealants etc.
- Supply and install 02 No. x valve boxes with blue lid, with uPVC pipe over valve.
- Supply, install, mount and configure a smart automatic meter-reading device and establish connectivity for wireless communication.
- Refer to drawing no: **DH61-J-904-016-00** for the typical details for bulk meter installations.

#### 4.3.4.2 Meter 2 - New Below Ground Water Meter Installation

- Meter 2 is a new proposed belowground installation to be positioned at Point - Corner of R berth & Tug Jetty (Y= -3014.710; X = 3304824.057), refer to drawing no: **DH61-J-904-009-00**.
- The existing pipe material is currently unknown; however, an assumption made is that the existing pipe material is asbestos cement and the pipe size is 100mm. The *Contractor* shall proof trench and verify the pipe material before procuring any new material for the installation.



- Saw cut approximately 4.7x1m wide in 50mm premix and hack up and remove including layer works and re-instate to match existing once all work is complete
- Excavate in earth in varying depths but not exceeding 1.5m deep, approximately 4.7x1m wide to expose existing water pipe including all necessary risk of collapse, backfilling and compaction and cart away of surplus material from site.
- Cutting off approximately 4.5m of pipe including fitting of flanges on both ends of exposed pipe.
- Construct a new water meter manhole with overall size 1.3x0.91m and varying depths not exceeding 1.8m deep including all necessary additional excavations, risk of collapse, blinding, manhole base, stone bedding, 230mm brickwork, backfilling, concrete cover slab, including breaking openings on both ends for new pipe and cart away of surplus material all in accordance with drawings and specifications.
- Supply and install 02 No. x 100mm diameter steel pipes each approximately 1.4m in length, flanged on both ends and fitted on either end of manhole to existing flanged asbestos pipes and in new manholes including sealing off ends of manholes, support/thrust blocks, etc., gaskets, bolts, sealants etc.
- Supply and install 02 No. x 100mm spool pieces in varying lengths (5xDia, min 250mm flanged on both ends and fitted to meter & valves including all necessary, gaskets, bolts, sealants etc.
- Supply and install a 100mm swing check valve flanged on both ends and fitted to new flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 100mm In-line strainer, flanged on both ends and fitted to new flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 100mm water meter, flanged on both ends and fitted to new flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply, install, mount and configure a smart automatic meter-reading device and establish connectivity for wireless communication.
- Refer to drawing no: **DH61-J-904-017-00** for the manhole detail.

#### 4.3.4.3 Meter 3 - Replacement of the Meter including associated components

- Meter 3 is an existing above ground installation located next to Langeberg road (Y=-1357.330; X=3308373.245), refer to drawing no: **DH61-J-904-001-00**.
- The existing pipe material is asbestos cement and the pipe size is 375mm.
- Excavate in earth, in varying depths but not exceeding 1.5m deep, in various sections with total length approximately 5x1m wide to expose existing water pipe in various sections including all necessary risk of collapse, backfilling and compaction and cart away of surplus material from site.



- Decommission and remove the existing above installation.
- Supply and install 02 No. x 150mm diameter steel pipes each not exceeding 1.5m in length with central puddle flange and fitted on either end to existing flanged pipes including gaskets, bolts, sealants, etc.
- Supply and install 02 No. x step couplers from 375mm to 150mm and fitted on either end to the gate valves.
- Supply and install 02 No. x 150mm Resilient seal non-rising spindle gate valves, flanged both ends and fitted on either end to the flanged pipes including gaskets, bolts, sealants, etc.
- Supply and install 03 No. x 150mm steel flanged distance (spool) pipes and fitted on either end to the gate valves.
- Supply and install 02 No. x 150mm diameter steel pipes each in varying lengths not exceeding 3m in length, each with 02 No. x 90° bends butt welded to pipes and flanged on each end of bends and fitted on either end to flanged pipes including gaskets, bolts, sealants, etc.
- Cast thrust blocks to all central puddle flange pipes, including additional excavations, concrete, formwork, etc.
- Supply and install a 150mm swing check valve flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 150mm In-line strainer, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 150mm Water meter compatible with AMR technology, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 150mm diameter steel flanged distance piece not exceeding 500mm and fitted between the meter and the in line strainer including all necessary gaskets, bolts, sealants etc.
- Supply and install 02 No. x valve boxes with blue lid, with uPVC pipe over valve
- Supply, install, mount and configure a smart automatic meter-reading device and establish connectivity for wireless communication.
- Refer to drawing no: **DH61-J-904-016-00** for the typical details for bulk meter installations.

#### 4.3.4.4 **Meter 4 - Replacement of Existing Meter and Installation of Automatic Meter Reading Device**

- Meter 4 is an existing water meter located at Maydon Wharf Berth 7 & 8 (Y= -598.420; X= 3306506.418), refer to drawing no: **DH61-J-904-007-00**.
- Existing pipe size - 80 mm



- Decommission, remove and replace the existing meter with a new 50mm water meter compatible with AMR technology, flanged on both ends and fixed to the existing flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply, install, mount and configure a smart automatic meter-reading device and establish connectivity for wireless communication.
- Installation is above ground on the grain elevator column base.

#### 4.3.4.5 Meter 5 - New Above Ground Water Meter Installation

- Meter 5 is a new proposed above ground installation to be positioned at Langeberg road behind TFR offices (Y=-1359.854; X=3308267.672), refer to drawing no: **DH61-J-904-002-00**.
- The existing pipe material is asbestos cement and the pipe size is 375mm.
- Excavate in earth, in varying depths but not exceeding 1.5m deep, in various sections with total length approximately 5x1m wide to expose existing water pipe in various sections including all necessary risk of collapse, backfilling and compaction and cart away of surplus material from site.
- Cutting off approximately 4.5m of pipe including fitting of flanges on both ends of exposed pipe as per drawings and specifications.
- Supply and install 02 No. x 150mm diameter steel pipes each not exceeding 1.5m in length with central puddle flange and fitted on either end to existing flanged pipes including gaskets, bolts, sealants, etc.
- Supply and install 02 No. x step couplers from 375mm to 150mm and fitted on either end to the gate valves.
- Supply and install 02 No. x 150mm Resilient seal non-rising spindle gate valves, flanged both ends and fitted on either end to the flanged pipes including gaskets, bolts, sealants, etc.
- Supply and install 03 No. x150mm steel flanged distance (spool) pipes (Length=5xDia, min 250mm) and fitted on either end to the gate valves.
- Supply and install 02 No. x 150mm diameter steel pipes each in varying lengths not exceeding 3m in length, each with 2 No. 90° bends butt welded to pipes and flanged on each end of bends and fitted on either end to flanged pipes including gaskets, bolts, sealants, etc.
- Cast thrust blocks to all central puddle flange pipes, including additional excavations, concrete, formwork, etc.
- Supply and install a 150mm swing check valve flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 150mm In-line strainer, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.



- Supply and install a 150mm Water meter compatible with AMR technology, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 150mm diameter steel flanged distance piece not exceeding 500mm and fitted between the meter and the in line strainer including all necessary gaskets, bolts, sealants etc.
- Supply and install 02 No. x Valve boxes with blue lid, with uPVC pipe over valve.
- Supply, install, mount and configure a smart automatic meter-reading device and establish connectivity for wireless communication.
- Refer to drawing no: **DH61-J-904-016-00** for the typical details for bulk meter installations.

#### 4.3.4.6 Meter 6 - New Above Ground Water Meter Installation

- Meter 6 is a new proposed above ground installation to be positioned at Langeberg road behind TFR offices (Y=-1377.600; X=3308284.908), refer to drawing no: **DH61-J-904-002-00**.
- The existing pipe material is steel and the pipe size is 50mm.
- Excavate in earth, in varying depths but not exceeding 1.5m deep, in various sections with total length approximately 5x1m wide to expose existing water pipe in various sections including all necessary risk of collapse, backfilling and compaction and cart away of surplus material from site.
- Cutting off approximately 4.5m of pipe including fitting of flanges on both ends of exposed pipe as per drawings and specifications.
- Supply and install No. 02x 50mm diameter steel pipes each not exceeding 1.5m in length with central puddle flange and fitted on either end to existing flanged pipes including gaskets, bolts, sealants, etc.
- Supply and install 02 No. x 50mm Resilient seal non-rising spindle gate valves, flanged both ends and fitted on either end to the flanged pipes including gaskets, bolts, sealants, etc.
- Supply and install 03 No. x 50mm steel flanged distance pipes, length (5xDia, min 250mm) and fitted on either end to the gate valves.
- Supply and install 02 No. x 50mm diameter steel pipes each in varying lengths not exceeding 3m in length, each with 02 No. x 90° bends butt welded to pipes and flanged on each end of bends and fitted on either end to flanged pipes including gaskets, bolts, sealants, etc.
- Cast thrust blocks to all central puddle flange pipes, including additional excavations, concrete, formwork, etc.
- Supply and install a 50mm swing check valve flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 50mm In-line strainer, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.



- Supply and install a 50mm Water meter compatible with AMR technology, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 50mm diameter steel flanged distance piece not exceeding 500mm and fitted between the meter and the in line strainer including all necessary gaskets, bolts, sealants etc.
- Supply, install, mount and configure a smart IP 68 automatic meter-reading device and establish connectivity for wireless communication.
- Refer to drawing no: **DH61-J-904-016-00** for the typical details for bulk meter installations.

#### 4.3.4.7 Meter 7 - New Above Ground Water Meter Installation

- Meter 7 is a new proposed above ground installation to be positioned at Langeberg road behind TFR offices (Y=-1377.600; X=3308284.908), refer to drawing no: **DH61-J-904-002-00**.
- The existing pipe material is polycop and the pipe size is 25mm.
- Excavate in earth, in varying depths but not exceeding 1.5m deep, approximately 4.7x1m wide to expose existing water pipe including all necessary risk of collapse, backfilling and compaction and cart away of surplus material from site.
- Cut off approximately 5m (cut to suit) of pipe including fittings adapters.
- Supply and install a 6m HDPE Type V class 16 Pipe 25mm, with all necessary couplings, (cut to suit).
- Cast a concrete paving slab min 450x450x 50mm thick.
- Supply and Install Pillar Type Meter box complete with meter (450x450m).
- Supply and Install Cobra brass ball valve (Ball-o-Stop) 25x32mm.
- Supply and install polyethylene round valve box (110mm dia.)
- Supply, install and configure a smart automatic meter-reading device and establish connectivity for wireless communication.
- Refer to drawing no: **DH61-J-904-014-00** for the typical detail for the meter installations.

#### 4.3.4.8 Meters 8 - Replacement of the Existing Meter with Smart AMR Water Meter

- Meter 8 is an existing installation located at Breede road - Heritage site (Y= -1334.510; X= 3307693.752), refer to drawing no: **DH61-J-904-003-00**.
- The existing pipe material is copper and the pipe size is 25mm.
- Decommission and remove the existing water meter
- Supply and install a new 25mm water meter compatible with AMR technology including all necessary couplings, sealants etc.



- Supply, install, mount and configure a smart automatic meter-reading device and establish connectivity for wireless communication.

#### 4.3.4.9 Meter 9 - Replacement of the Meter including associated components

- Meter 9 is an existing above ground installation located at Breede road – SACD lease site (Y=-1318.964; X= 3307605.548), refer to drawing no: **DH61-J-904-003-00**.
- The existing pipe material is galvanized iron and the pipe size is 80mm.
- Excavate in earth, in varying depths but not exceeding 1.5m deep, in various sections with total length approximately 5x1m wide to expose existing water pipe in various sections including all necessary risk of collapse, backfilling and compaction and cart away of surplus material from site.
- Decommission and remove the existing installation.
- Supply and install 02 No. x 80mm diameter steel pipes each not exceeding 1.5m in length with central puddle flange and fitted on either end to existing flanged pipes including gaskets, bolts, sealants, etc.
- Supply and install 02 No. x 80mm Resilient seal non-rising spindle gate valves, flanged both ends and fitted on either end to the flanged pipes including gaskets, bolts, sealants, etc.
- Supply and install 03 No. x 80mm steel flanged distance pipes, length (5xDia, min 250mm) and fitted on either end to the gate valves.
- Supply and install 02 No. x 80mm diameter steel pipes each in varying lengths not exceeding 3m in length, each with 02 No. x 90° bends butt welded to pipes and flanged on each end of bends and fitted on either end to flanged pipes including gaskets, bolts, sealants, etc.
- Cast thrust blocks to all central puddle flange pipes, including additional excavations, concrete, formwork, etc.
- Supply and install an 80mm swing check valve flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install an 80mm In-line strainer, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install an 80mm Water meter compatible with AMR technology, flanged on both ends and fitted to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install an 80mm diameter steel flanged distance piece not exceeding 500mm and fitted between the meter and the in line strainer including all necessary gaskets, bolts, sealants etc.
- Supply and install 02 No. x valve boxes with blue lid, with uPVC pipe over valve
- Supply, install, mount and configure a smart automatic meter-reading device and establish connectivity for wireless communication.



- Refer to drawing no: **DH61-J-904-016-00** for the typical details for bulk meter installations.

#### 4.3.4.10 **Meter 10 - Replacement of the Existing Meter with Smart AMR Water Meter**

- Meter 10 is an existing above ground installation located at Pier 2 – behind SADC lease site (Y=-1450.028; X=3307216.774), refer to drawing no: **DH61-J-904-003-00**.
- The existing pipe material is steel and the pipe size is 50mm.
- The existing meter is a 50mm water meter.
- Decommission, remove and replace the existing 50mm water meter.
- Supply and install a new 50mm water meter compatible with AMR technology, flanged on both ends and fitted to the existing flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply, install, mount and configure a smart IP68 automatic meter-reading device and establish connectivity for wireless communication.
- The installation is above ground.
- The *Contractor* shall inspect the existing installation for any damage or defected components. Any damaged components must be reported to the *Project Manager*.

#### 4.3.4.11 **Meter 11 - Replacement of the Existing Meter with Smart AMR Water Meter**

- Meter 11 is an existing installation positioned at Pier 1 – Pier 2 main supply (Y= -2787.916; X= 3307211.051), refer to drawing no: **DH61-J-904-006-00**.
- The existing meter size is 150mm water meter.
- Decommission, remove and replace the existing 150mm water meter.
- Supply and install a new 150mm water meter compatible with AMR technology, flanged on both ends and fitted to the existing flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply, install, mount and configure a smart automatic meter-reading device and establish connectivity for wireless communication.
- The installation is inside an existing manhole.
- The Contractor shall inspect the existing installation for any damage or defected components. Any damaged components must be reported to the *Project Manager*.

#### 4.3.4.12 **Meter 12 - New Above Ground Water Meter Installation**

- Meter 12 is a new proposed above ground installation to be positioned at Pier 1 – TPT admin offices (Y= -2787.916; X= 3307211.051), refer to drawing no: **DH61-J-904-004-00**.
- However, the exact position and material of the existing pipe is currently unknown; the *Contractor* shall trace and locate the existing pipe feeding TPT admin offices.



- An assumption made is that the existing pipe material is steel and the pipe size is 50mm. The *Contractor* shall proof trench and verify the pipe material before procuring any new material for the installation.
- Excavate in earth, in varying depths but not exceeding 1.5m deep, in various sections with total length approximately 5x1m wide to expose existing water pipe in various sections including all necessary risk of collapse, backfilling and compaction and cart away of surplus material from site.
- Cutting off approximately 4.5m of pipe including fitting of flanges on both ends of exposed pipe as per drawings and specifications.
- Supply and install 02 No. x 50mm diameter steel pipes each not exceeding 1.5m in length with central puddle flange and fitted on either end to existing flanged pipes including gaskets, bolts, sealants, etc.
- Supply and install 02 No. x 50mm Resilient seal non-rising spindle gate valves, flanged both ends and fitted on either end to the flanged pipes including gaskets, bolts, sealants, etc.
- Supply and install 03 No. x 50mm steel flanged distance pipes, length (5xDia, min 250mm) and fitted on either end to the gate valves.
- Supply and install 02 No. x 50mm diameter steel pipes each in varying lengths not exceeding 3m in length, each with 02 No. x 90° bends butt welded to pipes and flanged on each end of bends and fitted on either end to flanged pipes including gaskets, bolts, sealants, etc.
- Cast thrust blocks to all central puddle flange pipes, including additional excavations, concrete, formwork, etc.
- Supply and install a 50mm swing check valve flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 50mm In-line strainer, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 50mm Water meter compatible with AMR technology, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 50mm diameter steel flanged distance piece not exceeding 500mm and fitted between the meter and the in line strainer including all necessary gaskets, bolts, sealants etc.
- Supply and install 02 No. x valve boxes with blue lid, with uPVC pipe over valve
- Supply, install and configure a smart automatic meter-reading device and establish connectivity for wireless communication.
- Refer to drawing no: **DH61-J-904-016-00** for the typical details for bulk meter installations.



#### 4.3.4.13 **Meter 13 – Replacement of Existing Meter and Installation of Automatic Meter Reading Device**

- Meter 13 is located next to Pier 1 - Causeway road (Y= -2897.720; X= 3307258.739), refer to drawing no: **DH61-J-904-004-00**.
- The existing water meter - 80mm
- Existing pipe size - 100mm
- Decommission, remove and replace the existing 80mm water meter.
- Supply and install a new 100mm water meter compatible with AMR technology, flanged on both ends and fitted to the existing flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply, install and configure a smart automatic meter-reading device and establish connectivity for wireless communication.
- The installation is above ground.
- The *Contractor* shall inspect the existing installation for any damage or defected components. Any damaged components must be reported to the *Project Manager*.

#### 4.3.4.14 **Meter 14 - Replacement of Existing Meter and Installation of Automatic Meter Reading Device**

- Meter 14 is located at Pier 1 – towards Building & Marines workshop (Y= -3004.193; X= 3307121.633), refer to drawing no: **DH61-J-904-004-00**.
- The existing meter size is 150mm water meter.
- Existing pipe size - 150mm
- Decommission, remove and replace the existing 150mm water meter.
- Supply and install a new 150mm water meter compatible with AMR technology, flanged on both ends and fitted to the existing flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply, install, mount and configure a smart IP68 automatic meter-reading device and establish connectivity for wireless communication.
- The installation is inside an existing manhole.
- The *Contractor* shall inspect the existing installation for any damage or defected components. Any damaged components must be reported to the *Project Manager*.

#### 4.3.4.15 **Meter 15 – New Below Ground Water Meter Installation**

- Meter 15 is a new proposed installation to be positioned at Pier 1 – at Building & Marines workshop (Y= -3261.654; X= 3306972.034), refer to drawing no: **DH61-J-904-005-00**.
- The existing pipe material is galvanized iron and the pipe size is 100mm.



- The existing pipe material is currently unknown; however, an assumption made is that the existing pipe material is asbestos cement and the pipe size is 100mm. The Contractor shall proof trench and verify the pipe material before procuring any new material for the installation.
- Saw cut approximately 4.7x1m wide in 50mm premix and hack up and remove including layer works and re-instate to match existing once all work is complete
- Excavate in earth in varying depths but not exceeding 1.5m deep, approximately 4.7x1m wide to expose existing water pipe including all necessary risk of collapse, backfilling and compaction and cart away of surplus material from site.
- Cutting off approximately 4.5m of pipe including fitting of flanges on both ends of exposed pipe.
- Construct a new water meter manhole with overall size 1.3x0.91m and varying depths not exceeding 1.8m deep including all necessary additional excavations, risk of collapse, blinding, manhole base, stone bedding, 230mm brickwork, backfilling, concrete cover slab, including breaking openings on both ends for new pipe and cart away of surplus material all in accordance with drawings and specifications.
- Supply and install 02 No. x 100mm diameter steel pipes each approximately 1.4m in length, flanged on both ends and fitted on either end of manhole to existing flanged asbestos pipes and in new manholes including sealing off ends of manholes, support/thrust blocks, etc., gaskets, bolts, sealants etc.
- Supply and install 02 No. x 100mm spool pieces in varying lengths flanged on both ends and fixed to meter & valves including all necessary, gaskets, bolts, sealants etc.
- Supply and install a 100mm swing check valve flanged on both ends and fitted to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 100mm In-line strainer, flanged on both ends and fitted to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 100mm water meter, flanged on both ends and fitted to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply, install, mount and configure a smart IP68 automatic meter-reading device and establish connectivity for wireless communication.
- Refer to drawing no: **DH61-J-904-017-00** for the manhole detail.

#### 4.3.4.16 Meter 16 – New Above Ground Water Meter Installation

- Meter 16 is a new proposed above ground installation to be positioned at Pier 1 - TPT - ESS offices (Y= -2434.323; X= 3307555.324), refer to drawing no: **DH61-J-904-006-00**.
- The existing pipe material is currently unknown; however, an assumption made is that the existing pipe material is steel and the pipe size is 50mm. The *Contractor* shall proof trench and verify the pipe material before procuring any new material for the installation.



- Excavate in earth, in varying depths but not exceeding 1.5m deep, in various sections with total length approximately 5x1m wide to expose existing water pipe in various sections including all necessary risk of collapse, backfilling and compaction and cart away of surplus material from site.
  - Cutting off approximately 4.5m of pipe including fitting of flanges on both ends of exposed pipe as per drawings and specifications.
  - Supply and install No. 02x50mm diameter steel pipes each not exceeding 1.5m in length with central puddle flange and fitted on either end to existing flanged pipes including gaskets, bolts, sealants, etc.
  - Supply and install 02 No. x 50mm Resilient seal non-rising spindle gate valves, flanged both ends and fitted on either end to the flanged pipes including gaskets, bolts, sealants, etc.
  - Supply and install 03 No. x 50mm steel flanged distance pipes, length (5xDia, min 250mm) and fitted on either end to the gate valves.
  - Supply and install 02 No. x 50mm diameter steel pipes each in varying lengths not exceeding 3m in length, each with 02 No. x 90° bends butt welded to pipes and flanged on each end of bends and fitted on either end to flanged pipes including gaskets, bolts, sealants, etc.
  - Cast thrust blocks to all central puddle flange pipes, including additional excavations, concrete, formwork, etc.
  - Supply and install a 50mm swing check valve flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
  - Supply and install a 50mm In-line strainer, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
  - Supply and install a 50mm Water meter compatible with AMR technology, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
  - Supply and install a 50mm diameter steel flanged distance piece not exceeding 500mm and fitted between the meter and the in line strainer including all necessary gaskets, bolts, sealants etc.
  - Supply and install 02 No. x valve boxes with blue lid, with uPVC pipe over valve
  - Supply, install and configure a smart automatic meter-reading device and establish connectivity for wireless communication.
- 
- Refer to drawing no: **DH61-J-904-016-00** for the typical details for bulk meter installations.

#### 4.3.4.17 Meter 17 – New Above Ground Water Meter Installation

- Meter 17 is a new proposed above ground installation to be positioned at Pier 1 - TPT Staff facility building (Y= -2679.957; X= 3307421.674), refer to drawing no: **DH61-J-904-006-00**



- The existing pipe material is currently unknown; however, an assumption made is that the existing pipe material is HDPE and the pipe size is 80mm. The *Contractor* shall proof trench and verify the pipe material before procuring any new material for the installation.
- Excavate in earth, in varying depths but not exceeding 1.5m deep, in various sections with total length approximately 5x1m wide to expose existing water pipe in various sections including all necessary risk of collapse, backfilling and compaction and cart away of surplus material from site.
- Cutting off approximately 4.5m of pipe including fitting of flanges on both ends of exposed pipe as per drawings and specifications.
- Supply and install 02 No. x 80mm diameter steel pipes each not exceeding 1.5m in length with central puddle flange and fitted on either end to existing flanged pipes including gaskets, bolts, sealants, etc.
- Supply and install 02 No.x 80mm Resilient seal non-rising spindle gate valves, flanged both ends and fitted on either end to the flanged pipes including gaskets, bolts, sealants, etc.
- Supply and install 03 No. x 80mm steel flanged distance pipes, length (5xDia, min 250mm) and fitted on either end to the gate valves.
- Supply and install 02 No. x 80mm diameter steel pipes each in varying lengths not exceeding 3m in length, each with 02 No. x 90° bends butt welded to pipes and flanged on each end of bends and fitted on either end to flanged pipes including gaskets, bolts, sealants, etc.
- Cast thrust blocks to all central puddle flange pipes, including additional excavations, concrete, formwork, etc.
- Supply and install an 80mm swing check valve flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install an 80mm In-line strainer, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install an 80mm Water meter compatible with AMR technology, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install an 80mm diameter steel flanged distance piece not exceeding 500mm and fitted between the meter and the in line strainer including all necessary gaskets, bolts, sealants etc.
- Supply and install 02 No. x valve boxes with blue lid, with uPVC pipe over valve
- Supply, install, mount and configure a smart IP68 automatic meter-reading device and establish connectivity for wireless communication.
- Refer to drawing no: **DH61-J-904-016-00** for the typical details for bulk meter installations.



#### 4.3.4.18 Meter 18 - Replacement of Existing Meter including associated components

- Meter 18 is an existing above ground installation located at Maydon Wharf Berth 7 & 8 (Y= - 493.914; X= 3306517.822), refer to drawing no: **DH61-J-904-007-00**.
- The existing pipe material is HDPE and the pipe size is 100mm.
- Excavate in earth, in varying depths but not exceeding 1.5m deep, in various sections with total length approximately 5x1m wide to expose existing water pipe in various sections including all necessary risk of collapse, backfilling and compaction and cart away of surplus material from site.
- Decommission the entire existing above installation.
- Supply and install 02 No. x 100mm diameter steel pipes each not exceeding 1.5m in length with central puddle flange and fitted on either end to existing flanged pipes including gaskets, bolts, sealants, etc.
- Supply and install 02 No. x 100mm Resilient seal non-rising spindle gate valves, flanged both ends and fitted on either end to the flanged pipes including gaskets, bolts, sealants, etc.
- Supply and install 03 No. x 100mm steel flanged distance pipes, length (5xDia, min 250mm) and fitted on either end to the gate valves.
- Supply and install 02 No. x 100mm diameter steel pipes each in varying lengths not exceeding 3m in length, each with 02 No. x 90° bends butt welded to pipes and flanged on each end of bends and fitted on either end to flanged pipes including gaskets, bolts, sealants, etc.
- Cast thrust blocks to all central puddle flange pipes, including additional excavations, concrete, formwork, etc.
- Supply and install a 100mm swing check valve flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 100mm In-line strainer, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 100mm Water meter compatible with AMR technology, flanged on both ends and fitted to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 100mm diameter steel flanged distance piece not exceeding 500mm and fitted between the meter and the in line strainer including all necessary gaskets, bolts, sealants etc.
- Supply and install valve boxes with blue lid, with uPVC pipe over valve
- Supply, install, mount and configure a smart IP68 automatic meter-reading device and establish connectivity for wireless communication.
- Refer to drawing no: **DH61-J-904-016-00** for the typical details for bulk meter installations.



#### 4.3.4.19 **Meter 19 - Replacement of Existing Meter and Installation of Automatic Meter**

Reading	Device
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- Meter 19 is an existing installation located at Maydon Wharf - Shadwell road (Y= -339.433; X= 3306967.152), refer to drawing no: **DH61-J-904-008-00**.
- The existing meter is a 150mm water meter.
- Existing pipe size - 150 mm
- Decommission, remove and replace the existing meter with a new 150mm water meter compatible with AMR technology, flanged on both ends and fitted to the existing flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply, install and configure a smart automatic meter-reading device and establish connectivity for wireless communication.
- The installation is inside an existing manhole.
- The *Contractor* shall inspect the existing installation for any damage or defected components. Any damaged components must be reported to the *Project Manager*.

#### 4.3.4.20 **Meters 20 - Replacement of Existing Meter and Installation of Automatic Meter**

Reading	Device
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- Meter 20 is an existing meter located at Maydon Wharf Berth 7 & 8 (Y= -556.255; X= 3306623.469), refer to drawing no: **DH61-J-904-007-00**.
- Existing pipe size - 80 mm
- Decommission, remove and replace the existing meter with a new 50mm water meter compatible with AMR technology, flanged on both ends and fixed to the existing flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply, install and configure a smart automatic meter-reading device and establish connectivity for wireless communication.
- Installation is above ground on the grain elevator column base.

#### 4.3.4.21 **Meter 21 – New Below Ground Water Meter Installation**

- Meter 21 is a new proposed installation to be positioned at Maydon Wharf Berth 12 & 13 (Y= -129.862; X= 3307199.773), refer to drawing no: **DH61-J-904-008-00**.
- The existing pipe material is currently unknown; however, an assumption made is that the existing pipe material is asbestos cement and the pipe size is 100mm. The *Contractor* shall proof trench and verify the pipe material before procuring any new material for the installation.
- The existing pipe material is currently unknown; however, an assumption made is that the existing pipe material is asbestos cement and the pipe size is 100mm. The *Contractor* shall proof trench and verify the pipe material before procuring any new material for the installation.



- Saw cut approximately 4.7x1m wide in 50mm premix and hack up and remove including layer works and re-instate to match existing once all work is complete
- Excavate in earth in varying depths but not exceeding 1.5m deep, approximately 4.7x1m wide to expose existing water pipe including all necessary risk of collapse, backfilling and compaction and cart away of surplus material from site.
- Cutting off approximately 4.5m of pipe including fitting of flanges on both ends of exposed pipe.
- Construct a new water meter manhole with overall size 1.3x0.91m and varying depths not exceeding 1.8m deep including all necessary additional excavations, risk of collapse, blinding, manhole base, stone bedding, 230mm brickwork, backfilling, concrete cover slab, including breaking openings on both ends for new pipe and cart away of surplus material all in accordance with drawings and specifications.
- Supply and install 02 No.x 100mm diameter steel pipes each approximately 1.4m in length, flanged on both ends and fitted on either end of manhole to existing flanged asbestos pipes and in new manholes including sealing off ends of manholes, support/thrust blocks, etc., gaskets, bolts, sealants etc.
- Supply and install 02 No. x 100mm spool pieces in varying lengths flanged on both ends and fixed to meter & valves including all necessary, gaskets, bolts, sealants etc.
- Supply and install a 100mm swing check valve flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 100mm In-line strainer, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 100mm water meter, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply, install, mount and configure a smart IP68 automatic meter-reading device and establish connectivity for wireless communication.
- Refer to drawing no: **DH61-J-904-017-00** for the manhole detail.

#### 4.3.4.22 Meter 22 – New Below Ground Water Meter Installation

- Meter 22 is a new proposed below ground installation to be positioned at Maydon Wharf Berth 12 & 13 (Y= -269.881 X= 3307177.938), refer to drawing no: **DH61-J-904-008-00**.
- The existing pipe material is currently unknown; however, an assumption made is that the existing pipe material is asbestos cement and the pipe size is 100mm. The *Contractor* shall proof trench and verify the pipe material before procuring any new material for the installation.
- The existing pipe material is currently unknown; however, an assumption made is that the existing pipe material is asbestos cement and the pipe size is 100mm. The *Contractor* shall proof trench and verify the pipe material before procuring any new material for the installation.



- Saw cut approximately 4.7x1m wide in 50mm premix and hack up and remove including layer works and re-instate to match existing once all work is complete
- Excavate in earth in varying depths but not exceeding 1.5m deep, approximately 4.7x1m wide to expose existing water pipe including all necessary risk of collapse, backfilling and compaction and cart away of surplus material from site.
- Cutting off approximately 4.5m of pipe including fitting of flanges on both ends of exposed pipe.
- Construct a new water meter manhole with overall size 1.3x0.91m and varying depths not exceeding 1.8m deep including all necessary additional excavations, risk of collapse, blinding, manhole base, stone bedding, 230mm brickwork, backfilling, concrete cover slab, including breaking openings on both ends for new pipe and cart away of surplus material all in accordance with drawings and specifications.
- Supply and install 02 No. x 100mm diameter steel pipes each approximately 1.4m in length, flanged on both ends and fitted on either end of manhole to existing flanged asbestos pipes and in new manholes including sealing off ends of manholes, support/thrust blocks, etc., gaskets, bolts, sealants etc.
- Supply and install 02 No. x 100mm spool pieces in varying lengths flanged on both ends and fixed to meter & valves including all necessary, gaskets, bolts, sealants etc.
- Supply and install a 100mm swing check valve flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 100mm In-line strainer, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 100mm water meter, flanged on both ends and fitted to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply, install, mount and configure a smart IP68 automatic meter-reading device and establish connectivity for wireless communication.
- Refer to drawing no: **DH61-J-904-017-00** for the manhole detail.

#### 4.3.4.23 **Meter 23 - Replacement of Meter including associated components**

- Meter 23 is located at Point – Car terminal (Y= -3276.630; X= 3304809.590), refer to drawing no: **DH61-J-904-010-00**.
- The existing pipe material is cast iron and the pipe size is 50mm.
- Decommission, remove and replace the existing 50mm water meter and in line strainer.
- Supply and install a new 50mm water meter compatible with AMR technology, flanged on both ends and fitted to the existing flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 50mm In-line strainer, flanged on both ends and fitted to existing flanged pipes including all necessary gaskets, bolts, sealants etc.



- Supply, install, mount and configure a smart IP68 automatic meter-reading device and establish connectivity for wireless communication.
- The installation is inside an existing manhole.
- The Contractor shall inspect the existing installation for any damage or defected components. Any damaged components must be reported to the *Project Manager*.

#### 4.3.4.24 **Meter 24 - Replacement of Existing Meter and Installation of Automatic Meter Reading Device**

- Meter 24 is located at Point – Car terminal (Y= -3267.030; X= 3304793.076), refer to drawing no: **DH61-J-904-010-00**.
- The existing meter is a 150mm water meter.
- Existing pipe size - 150mm
- Decommission, remove and replace the existing 150mm water meter.
- Supply and install a new 150mm water meter compatible with AMR technology, flanged on both ends and fitted to the existing flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply, install, mount and configure a smart IP68 automatic meter-reading device and establish connectivity for wireless communication.
- The installation is inside an existing manhole.
- The Contractor shall inspect the existing installation for any damage or defected components. Any damaged components must be reported to the *Project Manager*.

#### 4.3.4.25 **Meter 25 – New Above Ground Water Meter Installation**

- Meter 25 is a new proposed above ground installation to be positioned at Point – TPT Garage (Y = -3526.747; X = 3305233.222), refer to drawing no: **DH61-J-904-011-00**.
- The existing pipe material is currently unknown; however, an assumption made is that the existing pipe material is asbestos cement and the pipe size is 50mm. The *Contractor* shall proof trench and verify the pipe material before procuring any new material for the installation.
- Excavate in earth, in varying depths but not exceeding 1.5m deep, in various sections with total length approximately 5x1m wide to expose existing water pipe in various sections including all necessary risk of collapse, backfilling and compaction and cart away of surplus material from site.
- Cutting off approximately 4.5m of pipe including fitting of flanges on both ends of exposed pipe as per drawings and specifications.
- Supply and install 02 No. x 50mm diameter steel pipes each not exceeding 1.5m in length with central puddle flange and fitted on either end to existing flanged pipes including gaskets, bolts, sealants, etc.



- Supply and install 02 No. x 50mm Resilient seal non-rising spindle gate valves, flanged both ends and fitted on either end to the flanged pipes including gaskets, bolts, sealants, etc.
- Supply and install 03 No. x 50mm steel flanged distance pipes, length (5xDia, min 250mm) and fitted on either end to the gate valves.
- Supply and install 02 No. x 50mm diameter steel pipes each in varying lengths not exceeding 3m in length, each with 02 No. x 90° bends butt welded to pipes and flanged on each end of bends and fitted on either end to flanged pipes including gaskets, bolts, sealants, etc.
- Cast thrust blocks to all central puddle flange pipes, including additional excavations, concrete, formwork, etc.
- Supply and install a 50mm swing check valve flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 50mm In-line strainer, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 50mm Water meter compatible with AMR technology, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 50mm diameter steel flanged distance piece not exceeding 500mm and fitted between the meter and the in line strainer including all necessary gaskets, bolts, sealants etc.
- Supply and install 02 No. x valve boxes with blue lid, with uPVC pipe over valve
- Supply, install, mount and configure a smart IP68 automatic meter-reading device and establish connectivity for wireless communication.
- Refer to drawing no: **DH61-J-904-016-00** for the typical details for bulk meter installations.

#### 4.3.4.26 Meter 26 – New Below Ground Water Meter Installation

- Meter 26 is a new proposed below ground installation to be positioned at 111-Point road - C Berth (Y = -4169.260; X = 3305805.607), refer to drawing no: **DH61-J-904-012-00**.
- The existing pipe material is currently unknown; however, an assumption made is that the existing pipe material is asbestos cement and the pipe size is 100mm. The *Contractor* shall proof trench and verify the pipe material before procuring any new material for the installation.
- Saw cut approximately 4.7x1m wide in 50mm premix and hack up and remove including layer works and re-instate to match existing once all work is complete
- Excavate in earth in varying depths but not exceeding 1.5m deep, approximately 4.7x1m wide to expose existing water pipe including all necessary risk of collapse, backfilling and compaction and cart away of surplus material from site.
- Cutting off approximately 4.5m of pipe including fitting of flanges on both ends of exposed pipe.



- Construct a new water meter manhole with overall size 2.66x1.66m and varying depths not exceeding 2.53m deep including all necessary additional excavations, risk of collapse, blinding, manhole base, stone bedding, 230mm brickwork, backfilling, concrete cover slab, including breaking openings on both ends for new pipe and cart away of surplus material all in accordance with drawings and specifications.
- Supply and install 02 No. x 100mm diameter steel pipes each approximately 1.4m in length, flanged on both ends and fitted on either end of manhole to existing flanged asbestos pipes and in new manholes including sealing off ends of manholes, support/thrust blocks, etc., gaskets, bolts, sealants etc.
- Supply and install 02 No. x 100mm spool pieces in varying lengths flanged on both ends and fixed to meter & valves including all necessary, gaskets, bolts, sealants etc.
- Supply and install a 100mm swing check valve flanged on both ends and fitted to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 100mm In-line strainer, flanged on both ends and fitted to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 100mm water meter, flanged on both ends and fitted to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply, install and configure a smart automatic meter-reading device and establish connectivity for wireless communication.
- Refer to drawing no: **DH61-J-904-017-00** for the manhole detail.

#### 4.3.4.27 Meter 27 – New Above Ground Water Meter Installation

- Meter 27 is a new proposed above ground installation to be positioned at Point C- Berth (Y= - 4225.257; X= 3305843.908), refer to drawing no: **DH61-J-904-012-00**.
- The existing pipe material is currently unknown; however, an assumption made is that the existing pipe material is asbestos cement and the pipe size is 100mm. The *Contractor* shall proof trench and verify the pipe material before procuring any new material for the installation.
- Excavate in earth, in varying depths but not exceeding 1.5m deep, in various sections with total length approximately 5x1m wide to expose existing water pipe in various sections including all necessary risk of collapse, backfilling and compaction and cart away of surplus material from site.
- Cutting off approximately 4.5m of pipe including fitting of flanges on both ends of exposed pipe as per drawings and specifications.
- Supply and install No. 02x 100mm diameter steel pipes each not exceeding 1.5m in length with central puddle flange and fitted on either end to existing flanged pipes including gaskets, bolts, sealants, etc.



- Supply and install 02 No. x 100mm Resilient seal non-rising spindle gate valves, flanged both ends and fitted on either end to the flanged pipes including gaskets, bolts, sealants, etc.
- Supply and install 03 No. x 100mm steel flanged distance pipes, length (5xDia, min 250mm) and fitted on either end to the gate valves.
- Supply and install 02 No. x 100mm diameter steel pipes each in varying lengths not exceeding 3m in length, each with 02 No. x 90° bends butt welded to pipes and flanged on each end of bends and fitted on either end to flanged pipes including gaskets, bolts, sealants, etc.
- Cast thrust blocks to all central puddle flange pipes, including additional excavations, concrete, formwork, etc.
- Supply and install a 100mm swing check valve flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 100mm In-line strainer, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 100mm Water meter compatible with AMR technology, flanged on both ends and fixed to new-flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply and install a 100mm diameter steel flanged distance piece not exceeding 500mm and fitted between the meter and the in line strainer including all necessary gaskets, bolts, sealants etc.
- Supply and install valve boxes with blue lid, with uPVC pipe over valve
- Supply, install and configure a smart automatic meter-reading device and establish connectivity for wireless communication.
- Refer to drawing no: **DH61-J-904-016-00** for the typical details for bulk meter installations.

#### 4.3.4.28 **Meter 28 - Replacement of Existing Meter and Installation of Automatic Meter Reading Device**

- Meter 28 is an existing meter located at Point – B Berth (Y= -4465.348; X= 3305968.817), refer to drawing no: **DH61-J-904-012-00**.
- Existing meter size - 150mm
- Existing pipe size - 150mm
- Decommission, remove and replace the existing 150mm water meter.
- Supply and install a new 150mm water meter compatible with AMR technology, flanged on both ends and fitted to the existing flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply, install, mount and configure a smart IP68 automatic meter-reading device and establish connectivity for wireless communication.
- The installation is inside an existing manhole.



- The *Contractor* shall inspect the existing installation for any damage or defected components. Any damaged components must be reported to the *Project Manager*.

#### 4.3.4.29 **Meter 29 - Replacement of Existing Meter and Installation of Automatic Meter Reading Device**

- Meter 29 is an existing meter located at Point – A Berth (Y= 4916.802; X= -3306102.224), refer to drawing no: **DH61-J-904-013-00**.
- The existing meter is a 150mm, PN16 water meter.
- Existing pipe size - 150mm
- Decommission, remove and replace the existing 150mm water meter.
- Supply and install a new 150mm water meter compatible with AMR technology, flanged on both ends and fitted to the existing flanged pipes including all necessary gaskets, bolts, sealants etc.
- Supply, install, mount and configure a smart IP68 automatic meter-reading device and establish connectivity for wireless communication.
- The installation is inside an existing manhole.
- The *Contractor* shall inspect the existing installation for any damage or defected components. Any damaged components must be reported to the *Project Manager*.

#### 4.3.5 **Existing Billing System and its Limitations**

- 4.3.5.1 The existing billing system currently makes use of PowerSmart Web Black suite of software's together with Microsoft SQL server database for utility management (Water & Electricity). PowerSmart Web Black is a web-based application used for execution of reports and generating of monthly statements for water and electricity accounts.
- 4.3.5.2 The PowerSmart webpage is linked to PowerSmart Open Platform Communication (OPC) server that collects data from all field devices connected on the TNPA Local Area Network (LAN).
- 4.3.5.3 Meter reading is currently fully automatic for Electricity and operates on the TCP/IP communication protocol. For water, data entries are currently done manually as the water system still consist of old manually read meters, hence this Project to fully automate water meter reading.
- 4.3.5.4 The billing server is currently not connected to the internet, the *Contractor* shall provide all the necessary electronics to connect the server to the internet.

#### **System Limitations**

- 4.3.5.5 The system has different levels of user administration functionalities that comes with different privileges. Access to the system settings require the Highest Level of Admin rights which is only available to PowerSmart Web Administrators. Hence, insofar as getting administrative access, the *Contractor* is to consult/ liaise with the current *Employer's* system Administrator which is NC Automation Engineering.



4.3.5.6 The TNPA Local Area Network (LAN) on which the billing server is connected, is fully protected and monitored in real-time by a managed Firewall. Hence, insofar as getting water data through the Firewall, the *Contractor* is to consult /liaise with the current *Employer's* Service Provider managing the LAN network. The Service Provider managing the *Employer's* LAN network is Business Driven Network Services (BDNS).

#### **4.3.6 Automatic Meter-Reading System and Software Integration**

4.3.5.7 The *Contractor* is to supply and install an Automatic Meter Reading system that will feed water metering data into the existing Power Smart Web Black software.

4.3.5.8 The system to be provided shall have a communication range of up to 10km.

4.3.5.9 The *Contractor* shall be responsible for all software configurations associated with the required network connectivity to record water readings into the existing billing server.

4.3.5.10 The water meter data loggers shall be configured to transmit data along with other diagnostic data to the billing server every 12 hours to preserve the life of the battery. The AMR devices shall have replaceable and serviceable batteries.

4.3.5.11 The AMR interface shall be capable to give the following:

- Meter ID
- Meter Address
- Meter Reading in (kL)
- Meter Reading Date
- Low Battery Alert
- High Flow Alert
- Low Flow Alert
- Tamper Alert
- Meter Error Alert
- Back Flow Alert

4.3.5.12 The billing server shall also be configured to send an alert (SMS) if the water consumption is higher than normal daily average kL flow.

4.3.5.13 All installation points are to be mapped onto the Geographic Information System (GIS) showing the exact installation point, opening meter reading and the picture of the installation.

#### **4.3.7 Additional Requirements**

4.3.6.1 The *Contractor* shall supply the required complement of competent labour / sub-contractors to complete the installation and commissioning of the Communication units, data loggers, data accusation and loading data in SQL data base on the *Employer's* billing server.

4.3.6.2 The *Contractor* shall only install AMR / AMI ready and or pre-fitted water meters that have been calibrated and are certified and which will be issued with a valid calibration certificate as issued by an approved calibration authority.



4.3.6.3 In the Pricing Activity Schedule the development and integration of software into existing billing software, and deployment of communication devices around the POD must be allowed for.

#### 4.3.8 Guarantee

4.3.7.1 The expected minimum guarantee on the meters is five years and on the electronics is eight years. All guarantees or warranty on the equipment shall only kick-in once equipment has been installed and in full operation.

4.3.7.2 The *Contractor* is required to develop a maintenance regime for both the meter and the electronics that will ensure all guarantees uphold for the full guarantee period.

## 5 List Of Drawings

### 5.1 Drawings issued by the *Employer*

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

Drawing No.	Drawing Description	Revision No.
DH61-J-904-001-00	Installation of Automatic Meter Readers to Isolate TPT from TNPA's Water Reticulation – Kings Rest	00
DH61-J-904-002-00	Installation of Automatic Meter Readers to Isolate TPT from TNPA's Water Reticulation – Langeberg Road/Pier 2	00
DH61-J-904-003-00	Installation of Automatic Meter Readers to Isolate TPT from TNPA's Water Reticulation – Heritage Site/SACD	00
DH61-J-904-004-00	Installation of Automatic Meter Readers to Isolate TPT from TNPA's Water Reticulation – Pier 1/BM Depot	00
DH61-J-904-005-00	Installation of Automatic Meter Readers to Isolate TPT from TNPA's Water Reticulation – Pier 1/BM Depot	00
DH61-J-904-006-00	Installation of Automatic Meter Readers to Isolate TPT from TNPA's Water Reticulation – Pier 1/ TPT Staff Building & EES	00
DH61-J-904-007-00	Installation of Automatic Meter Readers to Isolate TPT from TNPA's Water Reticulation – Maydon Wharf Berth 7 & 8	00
DH61-J-904-008-00	Installation of Automatic Meter Readers to Isolate TPT from TNPA's Water Reticulation – Maydon Wharf Berth 10 & 12	00
DH61-J-904-009-00	Installation of Automatic Meter Readers to Isolate TPT from TNPA's Water Reticulation – Point/R Berth	00



DH61-J-904-010-00	Installation of Automatic Meter Readers to Isolate TPT from TNPA's Water Reticulation – Point/Car Terminal	00
DH61-J-904-011-00	Installation of Automatic Meter Readers to Isolate TPT from TNPA's Water Reticulation – Point/Workshop	00
DH61-J-904-012-00	Installation of Automatic Meter Readers to Isolate TPT from TNPA's Water Reticulation – Point/C Berth	00
DH61-J-904-013-00	Installation of Automatic Meter Readers to Isolate TPT from TNPA's Water Reticulation – Point/A Berth	00
DH61-J-904-014-00	Installation of Automatic Meter Readers to Isolate TPT from TNPA's Water Reticulation – Typical 25-32mm Meter Detail	00
DH61-J-904-015-00	Installation of Automatic Meter Readers to Isolate TPT from TNPA's Water Reticulation – Typical Thrust Block and Bedding Details	00
DH61-J-904-016-00	Installation of Automatic Meter Readers to Isolate TPT from TNPA's Water Reticulation – Typical Bulk Meter Details	00
DH61-J-904-017-00	Installation of Automatic Meter Readers to Isolate TPT from TNPA's Water Reticulation – Manhole Covers	00



## SECTION 2

### 6 Management and start up

#### 6.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback	Monthly	Port of Durban/MS Teams	<i>Employer, Project Manager, Contractor</i> and appropriate key persons
Issues on Site	As and When required	On Site	<i>Project Manager</i> and the <i>Contractor</i>

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

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

#### 6.2 Documentation Control

6.2.1 The control, maintenance and handling of documents and drawings, using a suitable document control system, remain the sole responsibility of the *Contractor*.

6.2.2 The *Contractor* documentation "Starter Kit", will be issued at the kick-off meeting following award.

6.2.3 All contract correspondence is issued through document control. All hardcopy communication will be delivered to the Employer via the Document Controller. In the event of urgent communication, electronic communication can be transmitted to the relevant Document Controller assigned to the Project and hardcopy to follow.

6.2.4 Each supplier of documentation and data to the Project is responsible for ensuring that all documentation and data submitted conforms to the Project Standards and data Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Data not meeting the Project Standards and data Quality requirements will be cause for rejection and returned to the *Contractor* for corrective action and re-submission.

6.2.5 Should any change be made to documentation or data, which has already been submitted to the Project, then new or revised documentation or data shall be issued to replace the outdated information.



- 6.2.6 It is the responsibility of all Project participants undertaking work on the Project to ensure they obtain and comply with the relevant requirements to suit their deliverables and Scope of *Works*.
- 6.2.7 The *Contractor* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure is in place to support the electronic transmission of documentation.
- 6.2.8 Electronic files submitted to the Project shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to have, at all times, the latest generation of virus protection software and up-to-date virus definitions.
- 6.2.9 The *Contractor* shall be responsible for the supply of all Supplier/Subcontractor/Manufacturer, etc. documentation and data related to their package of work, and shall ensure that these Suppliers have the capability to supply the necessary documentation and data in the required time-frame and quality prior to awarding sub-orders.
- 6.2.10 The required number of copies shall as a minimum be three (3) (1 x original + 2 x hard copies), with the corresponding PDF and 'Native' file formats upon final submission.
- 6.2.11 The *Contractor* shall apply "wet signatures" to the original Documentation before scanning the signed original and prior to formal submission to the Project.
- 6.2.12 Final issues of all documentation shall be supplied to the Project in "wet signature" format along with the associated corresponding electronic 'native files' and PDF renditions.
- 6.2.13 The *Contractor* shall during the Covid-19 Pandemic issue documents electronically to the identified document controller, accompanied by a transmittal which clearly indicates the purpose of the submission.
- 6.2.14 The *Contractor* shall ensure adequate resources are available to manage and execute the Document Control function as per the requirements of the Project.

### 6.3 Health and Safety Requirements

- 6.3.1 The *Contractor* complies with the following SMP: All health and safety matters associated with the *works* will be dealt with in accordance with Occupational Health & Safety Act, 1993 (Act No. 85 of 1993) and the Transnet National Ports Authority Health and Safety Specifications attached to this Works Information.
- 6.3.2 The *Contractor* shall prepare, implement and administer the *Contractor's* Health and Safety Management Plan (CHSMP). The Health and Safety Management Plan must provide a systematic method of managing hazards and implementing control measures.
- 6.3.3 The *Contractor* shall prepare and submit the Occupational Health & Safety file to the *Project Manager* for review and acceptance.
- 6.3.4 Pre-employment medical examinations as well as exit medicals will be required and must further include for chest X-rays. These medical examinations must be carried out by a registered Occupational Health practitioner. All costs associated will be to the *Contractor's* account.



- 6.3.5 The *Contractor* ensures that its *Sub-contractors* comply with the CHSMP and relevant statutory requirements of the Occupational Health & Safety Act, 1993 (Act No. 85 of 1993).
- 6.3.6 The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to the SMP and health and safety issues are as stated in the paragraphs following:
- 6.2.6.1 The *Construction Manager* is responsible (in the context of the SMP only) for health and safety on the Site and Working Areas and reports to the *Project Manager*.
- 6.2.6.2 The *Construction Manager* specific tasks (in the context of the SMP) are:
- a) Implement the *Employers* safety management system.
  - b) Monitor *Contractor's* compliance to the CHSMP.
  - c) Ensure risk is at an acceptable level.
  - d) Ensure the *Contractor's* workforce and Construction Management Team is competent.
  - e) The *Contractor* performs the *works* having due regard to the HSSP.
  - f) The HSSP is:
- 6.3.7 The *Project Site Safety Manager* (PSSM) is responsible for ensuring that the *Contractor* complies with the SMP. The PSSM acts on behalf of the *Project Manager*.
- 6.3.8 The *Project Site Safety Manager* (PSSM) specific tasks are:
- a) Ensure that the overall project safety requirements are complied with.
  - b) Provide guidance on safety related issues arising during the execution of the project.
- 6.3.9 The *Contractor* shall submit a Safety, Health and Environmental (SHE) file showing the *Contractor's* adherence to the OHS Act and all legislative requirements. The SHE plan prepared before award of work must be signed and approved by the *Employer's* Legal & Compliance Department. Thereafter the *Contractor* shall be required to attend a safety induction. The *Contractor* shall pay special attention and compliance to Transnet National Ports Authority SHE Specification, a copy of which is included with this tender. Documentation required includes;
- SHE Plan
  - Method Statement
  - Risk Assessment
- 6.3.10 The SHE File is to be kept on Site at all times. The file has to contain amongst others:
- Principal *Contractor* Organogram
  - Letter Of Good Standing With Compensation Fund
  - General Liability Insurance(Summary of Policy)
  - Notification Letter Of Construction Work ~ Department Of Labour (If Applicable)
  - Appointments (Inclusive of legal appointments)
  - Contractor Induction: Employees And Visitors
  - Principal *Contractor's* SHEQ Policy



- Health & Safety Plan
- Fall Protection Plan inclusive of Fall Protection Risk assessment(If Applicable)
- Risk Assessments (inclusive of action plan to manage controls)
- Method Statements
- Safe Operating Procedures
- Incidents / Accidents Register And Investigation Report Template
- Emergency Contact Telephone Numbers
- Contractor Site Emergency Plan(For Site establishment)
- Business Continuity Plan Including Emergency Plan
- Documented Proof Of Daily Toolbox Safety Talks/ DSTI
- Inspections Checklist
- All Registers
- Welfare Facilities arranged
- Electrical Compliance(COC)(If Applicable)
- Communication Plan
- Training Records and Competency Certificates
- Employee Personal Profile Dossier completed
- Staff Medical Certificates(Must correspond with Employee Personal Dossier)
- Employee Personal Profile Dossier completed
- Environment Management Plan

#### 6.3.11 Clients Obligation

- Client SHE Specification
- Induction Indemnity Form completed
- Induction Attendance Register
- List of legal Permits and Authorisation completed
- Pre-site Hand over Inspection Checklist
- Site access certificate completed
- Mandatory Agreement (TIMS Section 37(2) Agreement

#### 6.3.12 COVID 19 Requirements

- COVID 19 Risk Assessment and Action plan
- Contractor COVID 19 induction Training
- COVID 19 Communication plan (Attendance registers DOL Directive 479, Risk assessment, etc.)



- Appointment of COVID 19 Manager/Representative
- COVID 19 Operational Plan (include Return to work questionnaire, COVID 19 Reporting and investigation procedure, social distancing, Symptom screening procedure, sanitizing and disinfecting procedures, Cloth masks and other PPE, Measures in respect of workplaces to which public have access, Ventilation, Hygiene and cleaning measures and Waste Management, and not limited to the above specifications).
- COVID 19 Registers and Checklists

## 6.4 Environmental constraints and management

The *Contractor* complies with the following Construction Environmental Management Plan (CEMP):

- 6.4.1 The *Contractor* performs the *works* and all construction activities within the Site and Working Areas in accordance with the provisions of the environmental management plan guidelines as contained in the *Employer's* Standard Environmental Specifications.
- 6.4.2 The *Contractor* performs the *works* and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as more particularly described within the Standard Environmental Specification (SES) and Project Environmental Specifications (PES).
- 6.4.3 The SES describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the *Contractor* observes and complies.
- 6.4.4 The PES describes more particularly the environmental standards applicable to the *works*, the Site and the Working Areas and sets out variance (including additions) to the SES. The PES may require higher minimal standards than those described in the SES as may be required by the *Project Manager* or Others.
- 6.4.5 The overarching obligations of the *Contractor* under the CEMP before construction activities commence on the Site and/or Working Areas is to provide an environmental method statement for a particular construction operation at the Site and/or Working Area by the *Contractor* and where requested by the CM and to comply with the following:

The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of his activities and a method statement describing how each of those impacts will be avoided, prevented or managed so that the standards set out in this documents are achieved.

The EMP must include, but not limited to the following sections detailing the environmental aspects and possible impacts and management controls (mitigation measures) pertaining to the risks listed in the section:

- Site establishment including *Contractor's* Site camp;
- Protection of sensitive/no-go areas;



- Management of hazardous chemicals and flammable substances;
- Pollution control & Spill response;
- Waste Management;
- Environmental education and awareness;
- Protection of marine species and birds;
- Removal of project waste ;
- Decommissioning of Site camp;
- *Contractor's* SHE Officer
- Monitoring and auditing and;
- Record keeping.

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

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

**6.4.8 During the installation period, the *Contractor* complies with the following:**

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

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

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

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



6.3.8.5 The list below is a list of some of the other issues that the *Contractor* must ensure he has planned for to meet the requirements of the environmental specifications. It is not a comprehensive list but serves as a guide:

- a) Workshop and maintenance of Plant
- b) Protection of historical and archaeological artefacts

6.3.8.6 The *Contractor* complies with environmental inspections and audits which will be conducted by the *Employer's* environmental officers during the execution of the project, detailed requirements of the audits to be agreed with the successful tenderer after award.

6.3.8.7 The *Contractor* ensures that all personnel on Site including *Subcontractors* and their staff are familiar with and understand the requirements of the CEMP.

## 6.5 Quality Assurance Requirements

6.5.1 The *Contractor* shall have, maintain and demonstrate its use to the *Project Manager* (and/or the *Supervisor*) to satisfy the requirements of the documented Quality Management System to be used in the performance of the *works*.

6.5.2 The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC Clause 31.2 to include details of:

- Project Quality Plan for the contract
- Quality Control Plans (QCP's);
- A schedule of internal audits during the contract

6.5.3 The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.

6.5.4 The *Project Manager* indicates those documents required to be submitted for either information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the *Project Manager* responding to documents submitted by the *Contractor* for review or acceptance within the *period for reply* prior to such documents being used by the *Contractor*.

6.5.5 The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the *Works* Information.

6.5.6 The Quality Control Plans shall identify all inspection, test and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive, non-destructive testing, witness and hold points.



## 6.6 **Contractor's management, supervision and key people**

6.6.1 The *Contractor* shall a detailed organogram of his people and shows how they will be utilised under this contract. The resource proposal (organogram) shall as a minimum, include the quantity of staff and details of their role and responsibilities and line of communication.

### 6.6.2 Key Personnel:-

6.5.2.1 The *Contractor* is required to provide all the key personnel listed below for the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification:

#### **Site Management:**

- **Contract Manager**

The Contracts Manager should at least have a minimum qualification of a National Diploma in Civil Engineering with 5 years minimum experience in Civil Construction projects. The Contracts Manager must have worked on at least 3 separate projects using the NEC3 Engineering and Construction Contract.

- **Construction Manager**

The Construction Manager should at least have a minimum qualification of a National Diploma in Civil Engineering with 5 years minimum experience in Civil Construction Projects. The Construction Manager must have experience working in at least 3 separate projects of equal magnitude or higher.

- **Engineer**

The Engineer should at least have a minimum qualification of a National Diploma in Electronic/ Software or Electrical Engineering with 5 years minimum experience on electricity/ water tariffs, smart billing, Software Development, Software Integration, Power Smart Suite of software and configuration of the Microsoft SQL Server (Enterprise Edition) and OPC Server.

- **Foreman (Plumbing)**

The Foreman must have a Trade Certificate in Plumbing with 5 years minimum experience in the installation, testing and commissioning of water or sewage networks.

- **Site Officer**

Safety, Health and Environmental Officer

The SHE Officer must be a registered Health and Safety Officer with SACPCMP with 3 years minimum experience in construction projects of similar magnitude and higher, and have a SAMTRAC or modern SHEQ risk management-training course as a minimum qualification.

6.5.2.2 All personnel engaged to carry out work on the Project must have the necessary skills and knowledge and be competent to perform the task for which they have been employed.



## 6.7 The *Contractor's* Invoices

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

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

6.7.3 The invoice states the following:

Invoice addressed to Transnet SOC Ltd;

Transnet SOC Limited's VAT No: 4720103177;

Invoice number;

The *Contractor's* VAT Number; and

The Contract number: HCT/10/13/1168 TNPA997

The invoice contains the supporting detail

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

**Invoices submitted by email are addressed to:**

Sphelele.Ngcobo@transnet.net

For the attention of Sphelele Ngcobo

**Invoices submitted by hand are presented to:**

3 Quayside Road,

Ocean Terminal Building

Port of Durban

4001

For the attention of Sphelele Ngcobo

The invoice is presented as an original.



## 6.8 List of Annexures

**All the annexures listed hereunder shall be deemed to form part of the Works Information.**

The Annexures listed in the Table below are available **only** in the soft copy format (CD).

<b>Annex</b>	<b>Description / Discipline</b>	<b>Document No(s)</b>
A	Drawings	As per list in 5.1
B	TIMS POLICY	
C	TNPA - Asbestos Management Plan 09 Ammd 00 7 6 04 09	
D	EMP Guidelines – Port of Durban	
E	Construction Environmental Management Plan (CEMP)	<b>ENV-STD-001 Rev 04</b>
F	Standard Environmental Specifications (SES)	<b>ENV-STD-002 Rev 04</b>
G	General Quality Requirements for Suppliers and <i>Contractors</i>	<b>QAL-STD-001 rev 0</b>
H	Transnet_Certificate of Contract Works (PL PI) Insurance	
I	Standard For Uniformity in Engineering and Construction Works Contracts	
J	COVID 19 Post-Lockdown Construction Site HS Guidelines Rev 01	
8.1	Protocol for COVID positive cases	
8.2	Cleaning and Disinfection Procedure	
8.3	Hand washing Procedure	
8.4	Site Meeting Procedure	