

Transnet National Ports Authority

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**THE UPGRADE OF THE NORTH GROUYNE PROMENADE IN THE PORT OF DURBAN
FOR A PERIOD OF TEN (10) MONTHS**

RFP NUMBER	:	TNPA/2024/03/0007/59398/RFP
ISSUE DATE	:	25/04/2024
COMPULSORY	:	06/05/2024
CLARIFICATION MEETING	:	27/05/2024
CLOSING DATE	:	16h00
CLOSING TIME	:	12 Weeks from closing date

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C4.1 Site Information

The Tender

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation



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	UPGRADE OF THE NORTH GROUYNE PROMENADE IN THE PORT OF DURBAN FOR A PERIOD OF TEN (10) MONTHS
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at Queens Warehouse, 237 Mahatma Gandhi Road, Durban on the 06 May 2024, at 10:00 [10 O'clock] for a period of \pm 3 (three) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>A Site visit/walk (optional) will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients, and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports, or driver's licences are on them for inspection at the access control gates. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p>
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TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2024/03/0007/59398/RFP
 DESCRIPTION OF THE WORKS: UPGRADE OF THE NORTH GROYNÉ PROMENADE IN
 THE PORT OF DURBAN FOR A PERIOD OF TEN (10) MONTHS

	<p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
Closing Date	<p>16h00 on (27 May 2024)</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. No late tender submissions will be accepted.</p>

2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website

(<https://transnetetenders.azurewebsites.net>).

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

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



3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.



- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-25], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
- *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*
- 5.** Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

“HOW TO” GUIDE FOR BIDDERS

REGISTER ON ETENDER PORTAL

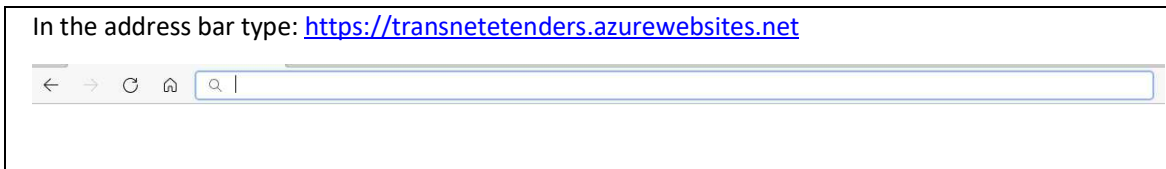
ACCESS TENDERS

NB: Do not wait for the last minute to register or to bid for a tender. Ensure you complete your process at least 1 day (24hours) before the closing date

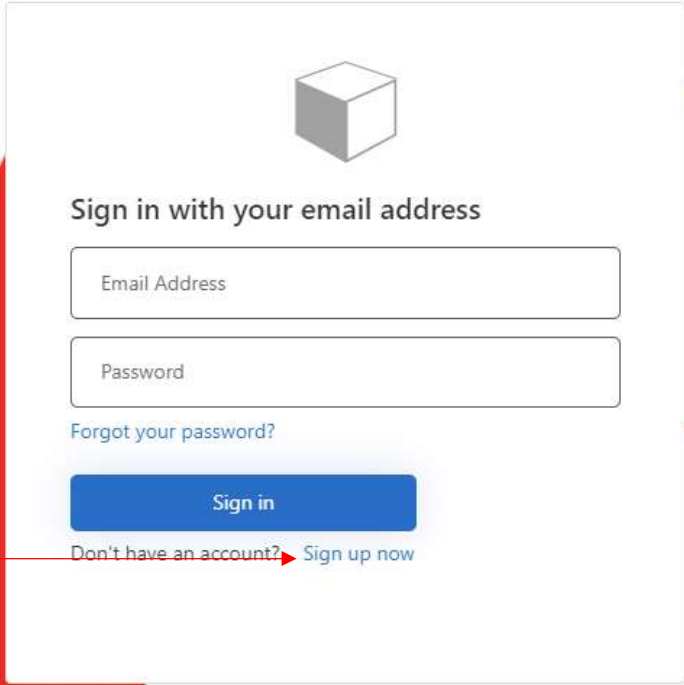
TENDERERS TO NOTE WHEN UPLOADING DOCUMENTS TO ONLY USE ALPHA NUMERIC AND NO SPECIAL CHARACTERS TO BE USED

Go to Google Chrome 

In the address bar type: <https://transnetetenders.azurewebsites.net>



https://transnetetender.b2clogin.com/transnetetender.onmicrosoft.com/b2c_1_signupsignin/oauth2/v2.0/authorize?client



Sign in with your email address

Email Address

Password

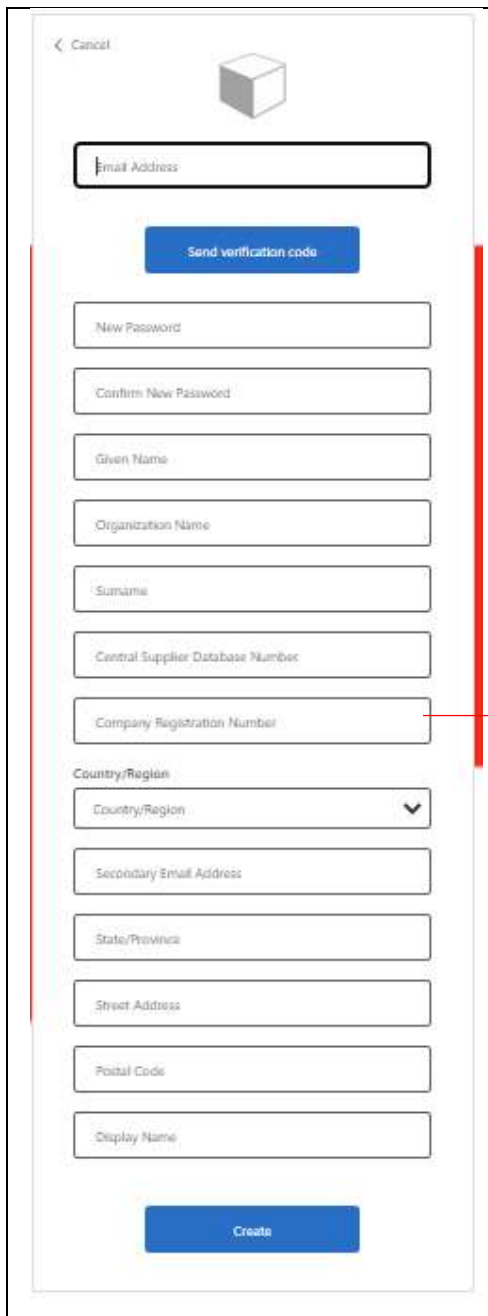
[Forgot your password?](#)

[Sign in](#)

[Don't have an account? Sign up now](#)

If not already registered, click on Sign up now.

Ensure that the email you use to sign in is the same as the email that you received from the tender invite on the email, otherwise you will not see the tender




The screenshot shows a mobile registration form with the following fields and elements:

- Cancel button (top left)
- 3D cube icon (top center)
- Email Address input field
- Send verification code button (blue)
- New Password input field
- Confirm New Password input field
- Given Name input field
- Organization Name input field
- Surname input field
- Central Supplier Database Number input field
- Company Registration Number input field (highlighted with a red arrow)
- Country/Region dropdown menu
- Secondary Email Address input field
- State/Province input field
- Street Address input field
- Postal Code input field
- Display Name input field
- Create button (blue, bottom center)

Complete all fields, before selecting “Send verification code” and confirm that all information is correct.

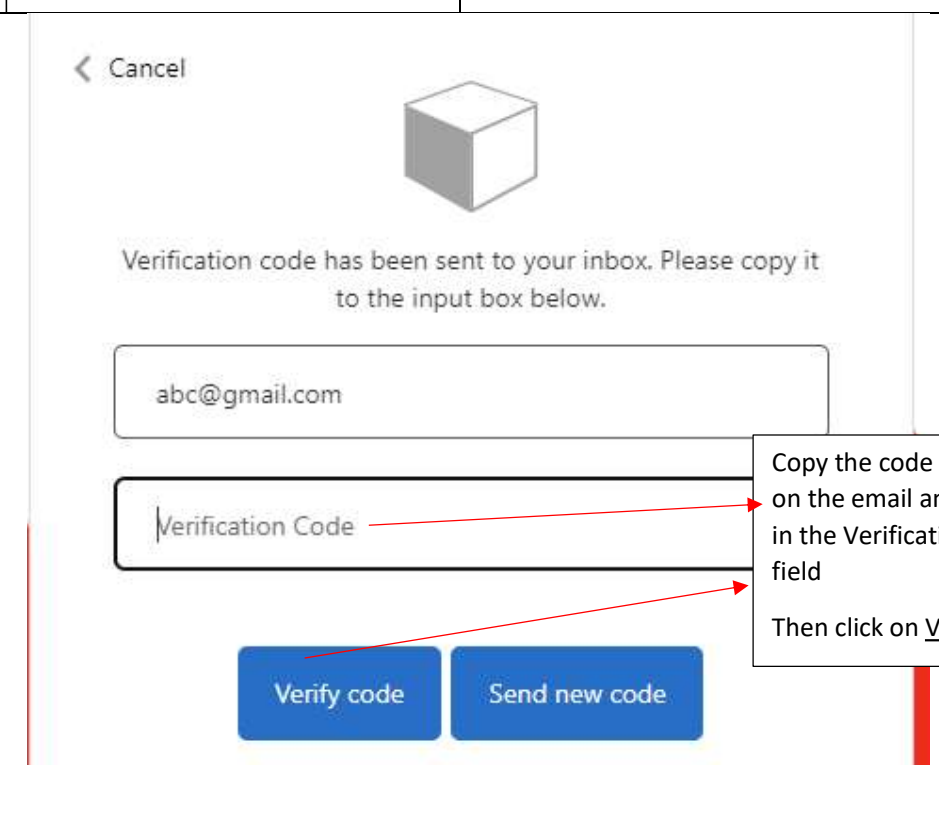
VERY IMPORTANT: Each field needs to be completed and not to be left blank

If you do not have a central Supplier Database number, enter the same company registration number in that field.




Send verification code

After completing all fields, select "Send verification code". The code will be sent to your email.



< Cancel



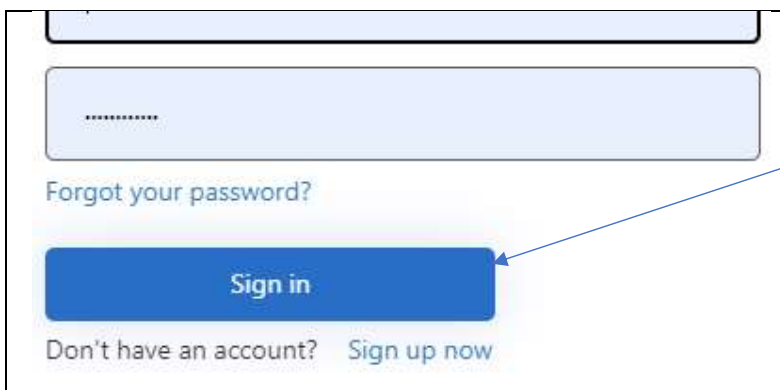
Verification code has been sent to your inbox. Please copy it to the input box below.

abc@gmail.com

Verification Code

Verify code Send new code

Copy the code as received on the email and paste it in the Verification code field
Then click on Verify code



.....

Forgot your password?

Sign in

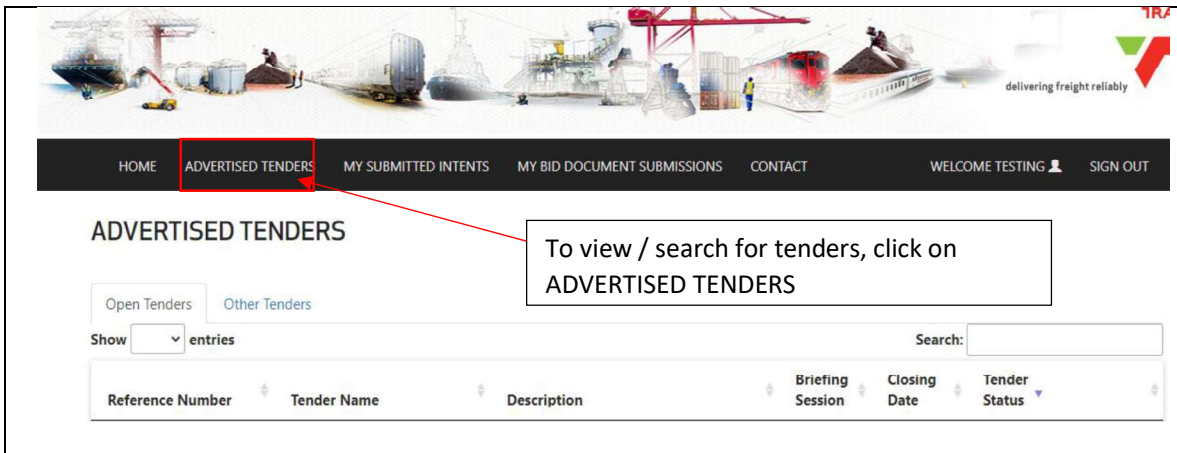
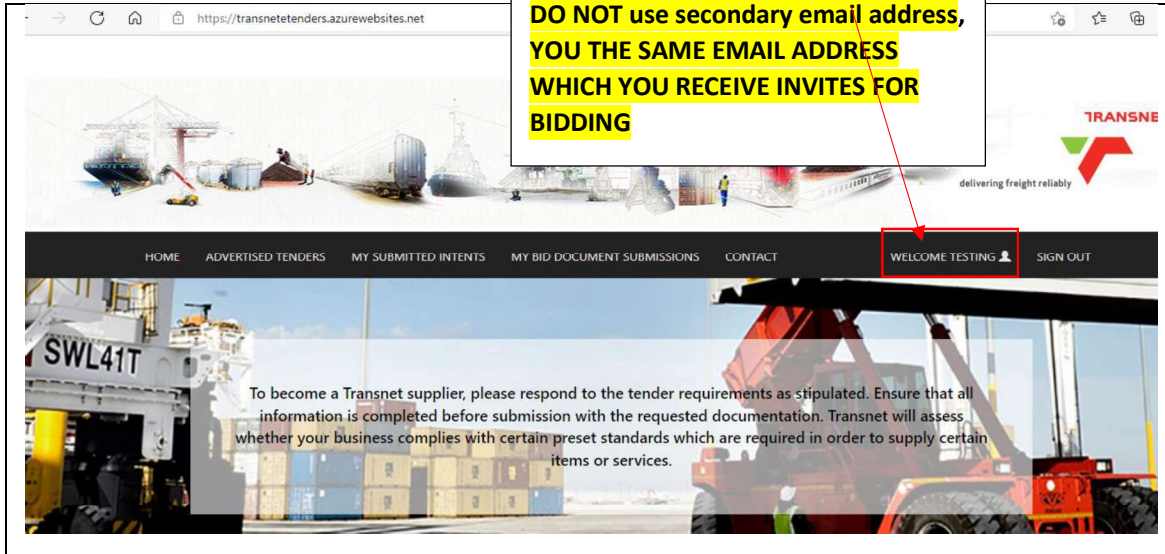
Don't have an account? Sign up now

Then click on Sign in



Once registered and signed in, the home screen will have "WELCOME (Registered user)"

DO NOT use secondary email address, YOU THE SAME EMAIL ADDRESS WHICH YOU RECEIVE INVITES FOR BIDDING



To view / search for tenders, click on ADVERTISED TENDERS

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ - Message (HTML)

File Message Help Tell me what you want to do

Delete Archive Reply Reply All Forward Share to Teams ATM signed To Manager Team Email Move Tags Editing Read Aloud Translate Zoom Send to OneNote Viva Insights

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ

SRV-TCC-Etender
To noreply@transnet.net

This message was sent with Low importance.

Dear Suppliers,
You have been invited to bid and respond to the following tender:

Name Of Tender : TE22-SRX-1FG-02068
Description : STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Number : TE/2022/04/0697/RFQ

Access to this tender will be granted by using this email when you sign up/sign in. To access the tender inform

Kind Regards,
Transnet eTenders

When a bidder receives an email to quote, the bidder needs to register with the email address of the recipient that received the email. If already registered, sign in.

NOTE: The details on this email is intended for guidance only and not to be used on the live system

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TCC/2021/11/0031/RFQ	For the supply and installation of an air compressor	For the supply and installation of an air compressor for indoor shooting range that operates the laser system and supply air to air guns utilised during training and conduct maintenance on air supply system and hoses.		12/10/2021 12:00:00 PM	Closed	View Details
TFR/2021/12/0014/RFQ	ELECTRICAL MATERIAL (CABLES)	SUPPLY AND DELIVERY OF ELECTRICAL MATERIAL (CABLES) FOR A ONCE OFF PERIOD		12/13/2021 4:00:00 PM	Closed	View Details
TFR/2021/12/0017/RFQ	CRAC_JHB_36509.	FOR THE SUPPLY AND DELIVERY OF HIGH BACK CHAIRS FOR CTC OFFICES IN CENTRAL, EASTERN AND WESTERN REGIONS, FOR A ONCE OFF PERIOD.		12/14/2021 10:00:00 AM	Closed	View Details
TFR/2021/12/0015/RFQ	CRAC-JHB-36313	FOR THE SUPPLY AND DELIVERY OF VARIOUS CLAMPS, TERMINAL LUGS, DROPPER CLIPS AND		1/13/2022 12:00:00	Closed	View Details

When signed in, select "ADVERTISED TENDERS".

To manually search and change the view from Closed to Open, click twice on arrow next to "Tender Status". The arrow pointing down will change to blue and open tenders will be displayed.

The screenshot shows the 'ADVERTISED TENDERS' page with a navigation bar at the top containing 'HOME', 'ADVERTISED TENDERS', 'MY SUBMITTED INTENTS', 'MY BID DOCUMENT SUBMISSIONS', 'CONTACT', 'WELCOME TESTING', and 'SIGN OUT'. Below the navigation bar, there are tabs for 'Open Tenders' and 'Other Tenders'. A search bar is present with the text 'Show 1 entries'. The main content is a table with the following columns: Reference Number, Tender Name, Description, Briefing Session, Closing Date, and Tender Status. The 'Tender Status' column has a dropdown arrow pointing down. The table lists three tenders, all with a status of 'Open'.

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status
TE/2022/04/0450/RFQ	VALVEIL-1 LOAD DET.WAGONS AIRBRAKE	VALVEIL-1 LOAD DET,WAGONS AIRBRAKE-062101802 VALVE; TYPE: L-1 LOAD DETECTOR, MEDIA FOR WHICH DESIGNED: WAGONS AIRBRAKE, CONNECTION TYPE: FLANGE, SPECIAL FEATURES: BLUE, WITHOUT PIPE BRACKET; SIMILAR ITEM: 062004338		4/8/2022 10:00:00 AM	Open
TE/2022/04/0494/RFQ	GEAR OIL	OIL, GEAR TYPE SYNTHETIC BRAND NAME MOBILGEAR SHC SERIES GRADE SCH 6800 VISCOSITY RATING 220 TO 320 FLASH POINT 234 DEG C COLOR ORANGE CONTAINER TYPE SACHET 250 G CONTAINER CAPACITY 14 KG FOR USE ON: 39-200 GM, 15E AND 19E LOCOMOTIVES		4/8/2022 10:00:00 AM	Open
TE/2022/04/0495/RFQ	SUPPLY OF CORROSION (NALCOOL) - APPROVED	ITEM NUMBER - 077807563 INHIBITOR, CORROSION; TYPE: COOL-C18, COLOR: RED;		4/8/2022 10:00:00	Open

The screenshot shows the 'ADVERTISED TENDERS' page with a search bar containing the text 'TE/2022/04/0697/RFQ'. The table below shows one tender with the status 'Open'.

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	Open

To search for a specific tender, the tender number, tender name or description can be used for searching.

The screenshot shows the 'ADVERTISED TENDERS' page with a search bar containing the text 'TE22-SRX-1FG-02068'. The table below shows one tender with the status 'Open'.

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00	Open

When the tender has been identified, click on "View Details"

When the "View Details" has been selected, the following screen will be displayed where the attachments can be viewed or downloaded.

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

TENDER DETAILS

Tender Details

Tender Reference Number	TE/2022/04/0697/RFQ
Name Of Tender	TE22-SRX-1FG-02068
Description	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Type	RFQ
Contact Person	Charl du Preez Transnet Engineering SLR
Contact Person Email Address	Charl.duPreez@transnet.net
Date Published	4/7/2022 3:51:47 PM
Closing Date	4/13/2022 10:00:00 AM
Briefing Date And Time	
Briefing Details	
Location Of Service	Coaches, Salt River

Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068

Log An Intent To Bid

If interested to bid, on the same page there's an option to select: **Log an Intent to Bid**. Once selected, an option will appear to **"Submit Intent"** or **"Cancel"**. Click on **Submit Intent**

Tender Details

Tender Reference Number	TE/2022/04/0697/RFQ
Name Of Tender	TE22-SRX-1FG-02068
Description	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Type	RFQ
Contact Person	Charl du Preez Transnet Engineering SLR
Contact Person Email Address	Charl.duPreez@transnet.net
Date Published	4/7/2022 3:51:47 PM
Closing Date	4/13/2022 10:00:00 AM
Briefing Date And Time	
Briefing Details	
Location Of Service	Coaches, Salt River
Name Of Institution	TE
Tender Category	Goods
Tender Status	Open

Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068

Log An Intent To Bid

Submit Intent **Cancel**

Tender Details

Tender Reference Number

Name Of Tender

Description

Tender Type RFQ

Contact Person Charl du Preez Transnet Engineering S I R

Contact Person Email Address Charl.duPreez@transnet.net

Date Published 4/7/2022 3:51:47 PM

Closing Date 4/13/2022 10:00:00 AM

Briefing Date And Time

Briefing Details

Location Of Service

Name Of Institution

Tender Category

Tender Status

Intent to Bid

Your request to log an intent to bid has been successfully submitted.

[Close](#)

Briefing Session

Closing Date 4/13/2022 10:00:00 AM


Attachments

- 2.14 Standard Terms and Conditions of Contract for
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.pdf

Log An Intent To Bid

[Submit Intent](#) [Cancel](#)

When the "Submit Intent" is selected, a message will appear to indicate that the request was successfully submitted. Click on close and wait for the next screen.



delivering freight reliably

HOME
ADVERTISED TENDERS
MY SUBMITTED INTENTS
MY BID DOCUMENT SUBMISSIONS
CONTACT
WELCOME TESTING
SIGN OUT

MY SUBMISSION INTENTS

Show entries

Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	View Details

Showing 1 to 1 of 1 entries Previous Next

The screen should be updated and load the "MY SUBMITTED INTENTS". To proceed to capturing your bid documents, click on "View Details"

https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

SUBMISSION INTENT DETAILS

Tender Summary **Ask For Clarity** Submit Tender Documents Briefing Session

TE22-SRX-1FG-82068
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf

The Submission Intent Details page will be displayed with 2 tabs on the left. Refer to the **YELLOW** highlighted sections.

https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

SUBMISSION INTENT DETAILS

Tender Summary Ask For Clarity Submit Tender Documents Briefing Session

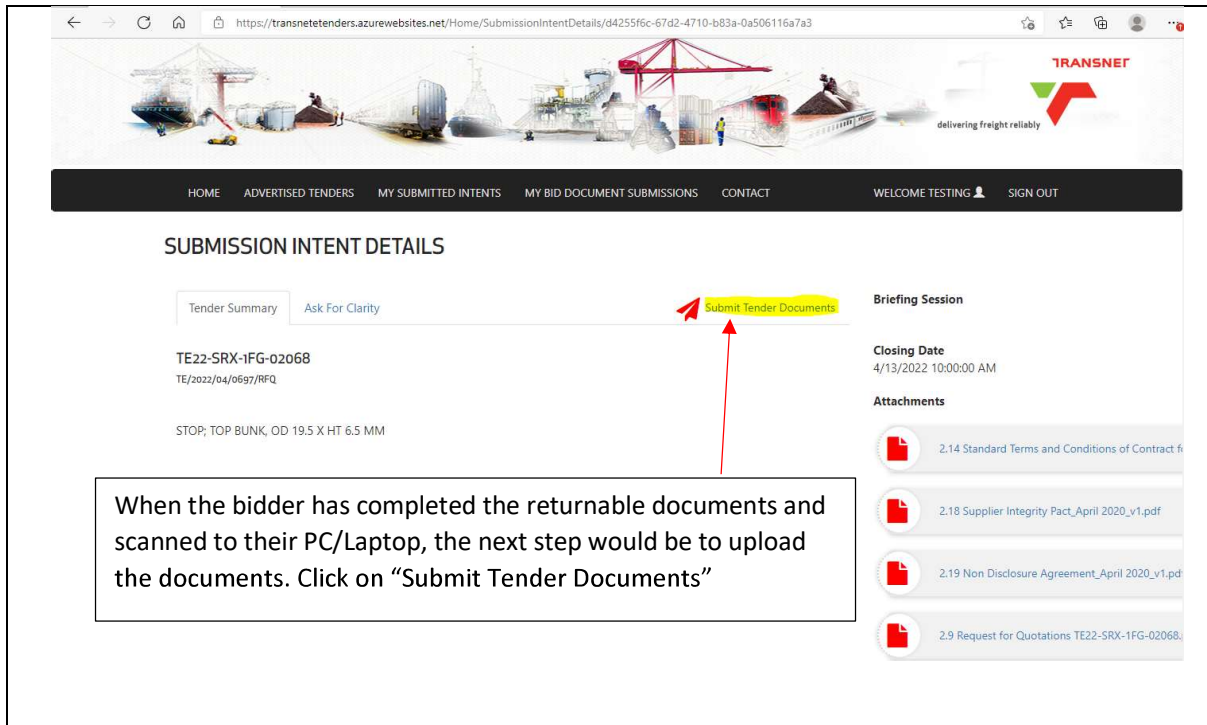
Please email drawing

No Response From Transnet

Submit queries below

Submit All Questions Cancel

By selecting the "Ask for Clarity", a bidder may request for further clarity with regards to drawings or specification. The clicking on the "Submit All Questions". The response from the Transnet representative will also be reflected on this page.



HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

SUBMISSION INTENT DETAILS

Tender Summary Ask For Clarity **Submit Tender Documents** Briefing Session

TE22-SRX-1FG-02068
TE/2022/04/0697/RFQ

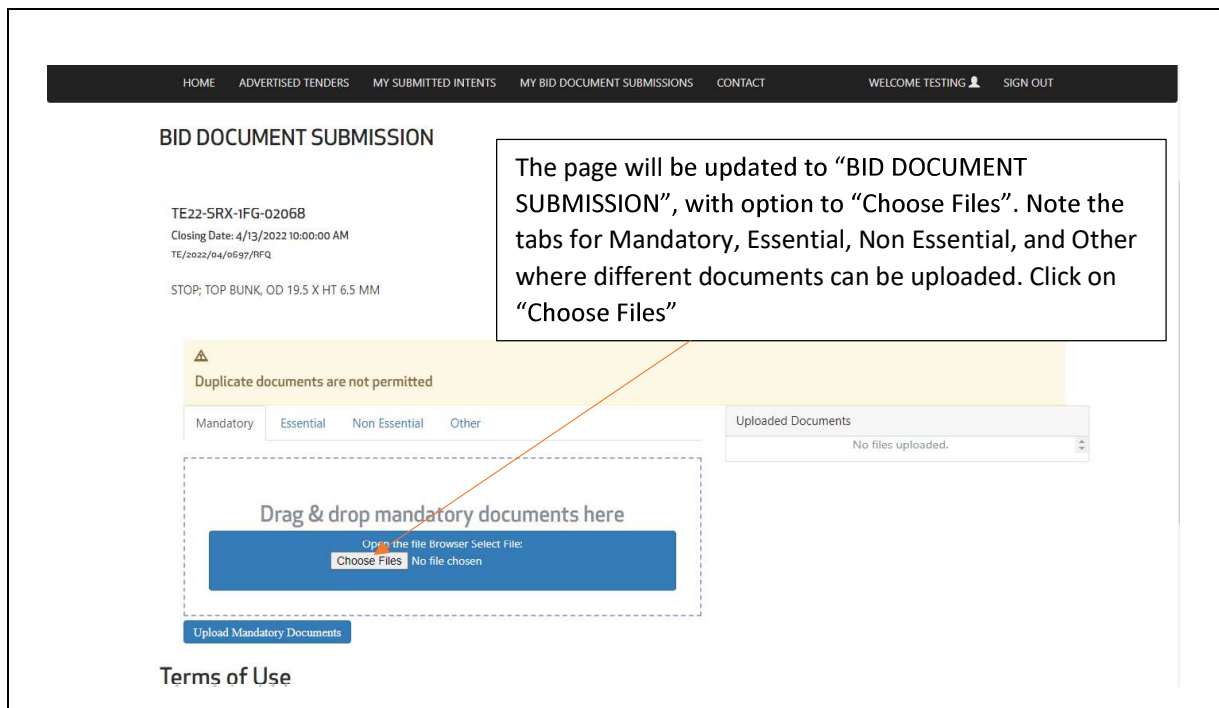
STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.

When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on "Submit Tender Documents"



HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

BID DOCUMENT SUBMISSION

TE22-SRX-1FG-02068
Closing Date: 4/13/2022 10:00:00 AM
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

The page will be updated to "BID DOCUMENT SUBMISSION", with option to "Choose Files". Note the tabs for Mandatory, Essential, Non Essential, and Other where different documents can be uploaded. Click on "Choose Files"

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Uploaded Documents
No files uploaded.

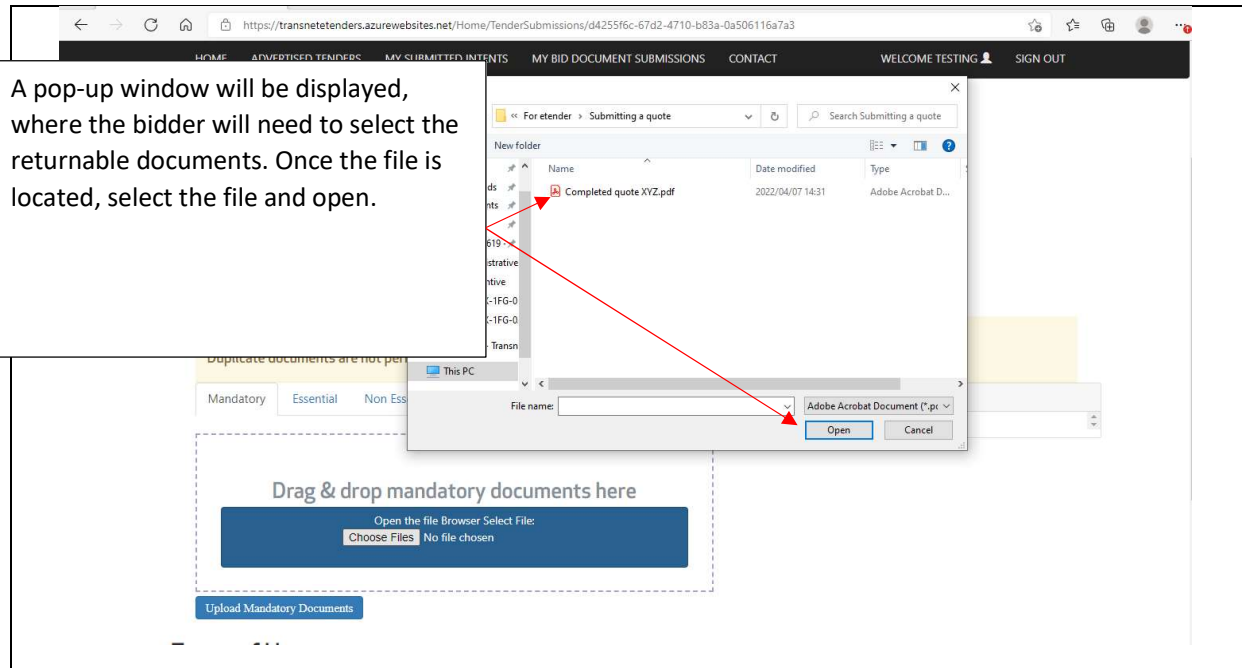
Drag & drop mandatory documents here

Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

Terms of Use

A pop-up window will be displayed, where the bidder will need to select the returnable documents. Once the file is located, select the file and open.



BID DOCUMENT SUBMISSION

TE22-SRX-1FG-02068
 Closing Date: 4/13/2022 10:00:00 AM
 1E/2022/04/0697/RP-Q
 STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

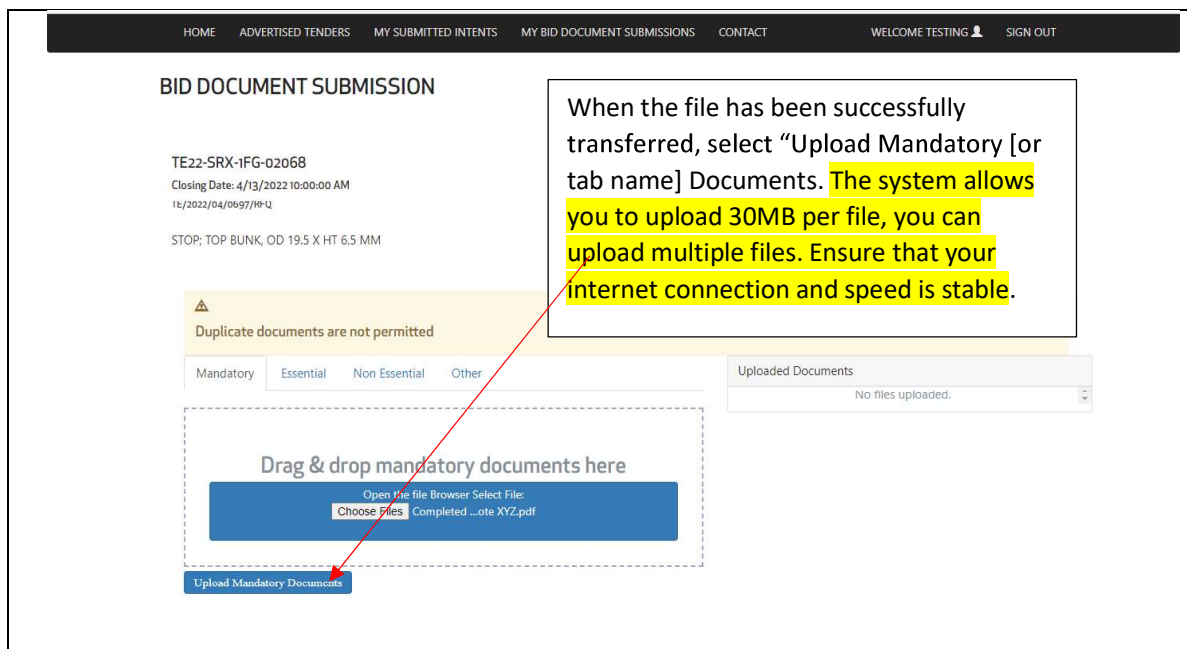
Drag & drop mandatory documents here

Open the file Browser Select File:
 Choose Files Completed ...ote XYZ.pdf

Upload Mandatory Documents

Uploaded Documents
 No files uploaded.

When the file has been successfully transferred, select "Upload Mandatory [or tab name] Documents. The system allows you to upload 30MB per file, you can upload multiple files. Ensure that your internet connection and speed is stable.



The "Uploaded Documents" section will be updated to confirm that the document was uploaded, then click on "Submit Bid"

TE/2022/04/0697/RFQ
STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Warning: Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Drag & drop mandatory documents here


Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

Uploaded Documents
Completed quote XYZ.pdf - Document Type: Mandatory
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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 Engineering and Construction Works Contracts. The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice No 9 of 2008 in Government Gazette No 31823 of 30 January 2009, Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010, Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019.

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

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

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

Clause	Data
C.1.1	The <i>Employer</i> is Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2	The tender documents issued by the <i>Employer</i> comprise: Part T: The Tender Part T1: Tendering procedures Part T2: Returnable documents Part C: The contract Part C1: Agreements and contract data Part C2: Pricing data Part C3: Scope of work Part C4: Site information
	T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities C2.1 Pricing instructions C2.2 Bill of Quantities C3.1 Works Information C4.1 Site Information



C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Selina Mojaki
	Address:	Transnet National Ports Authority 237 Mahatma Gandhi Road, Point Durban 4000
	Tel No.	031 361 2239
	E – mail	tenderenquiriespdu@transnet.net

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

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

Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.
2. **Stage Two - Eligibility in terms of the Construction Industry Development Board:**
 - a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **7CE or higher** class of construction work, are eligible to have their tenders evaluated.
 - b) Joint Venture (JV)
 Joint ventures are eligible to submit tenders subject to the following:
 1. every member of the joint venture is registered with the CIDB;
 2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
 3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **7CE or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.
 The tenderer shall provide a certified copy of its signed joint venture agreement.



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

3. Stage Three - Functionality:

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

The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion is as stated in C.3.11. below.

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

4. Stage Four – Price and Specific Goals

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

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

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:	The tender documents must be uploaded with: <ul style="list-style-type: none"> ▪ Name of Tenderer: (insert company name) ▪ Contact person and details: (insert details) ▪ The Tender Number: TNPA/2024/03/0007/59398/RFP ▪ The Tender Description
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Documents must be marked for the attention of: ***Employer's Agent:***

C.2.13.9 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.

- C.2.15 The closing time for submission of tender offers is **27 May 2024**
Time: **16H00** on **Monday 27 May 2024**
Location: The Transnet e-Tender Submission Portal:
(<https://transnetetenders.azurewebsites.net>)

NO LATE TENDERS WILL BE ACCEPTED

- C.2.16 The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.
-

- C.2.23 The tenderer is required to submit with his tender:
1. A valid Tax Clearance Certificate issued by the South African Revenue Services. **Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
 2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
 3. A valid CIDB certificate in the correct designated grading;
 4. Proof of registration on the Central Supplier Database;
 5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C.3.11 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
T2.2-03 Previous Experience	- Number of Project Completed	15	30
	- Contract Value	15	
T2.2-04 Approach Paper	- Plans, Studies, and Management	6	20
	- Removal existing infrastructure	6	
	- Construction of new infrastructure	8	
T2.2-05 Health and Safety Requirements	- Policy	2	20
	- Roles & Responsibilities	3	
	- Overview of the Baseline risk assessment	3	
	- Project Specific Health and Safety Plan	6	
	- Cost Breakdown Sheet	6	
T2.2-06 Environmental Management	- Environmental Management Plan	10	15
	- Environmental Policy	5	
T2.2-07 Quality Management	- Quality Policy	3	15
	- Project Quality Plan for the contract	8	
	- Quality Control Plan (QCP's)	4	
Maximum possible score for Functionality			100



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

- T2.2-03 Previous Experience
- T2.2-04 Approach Paper
- T2.2-05 Health and Safety Requirements
- T2.2-06 Environmental Management
- T2.2-07 Quality Management

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.

Stage Four – Specific Goals: Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations.

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

Thresholds	Minimum Threshold
Technical / functionality	60

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

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



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

Specific Goals	Number of points (80/20 system)
B-BBEE Status Level of Contributor 1 or 2	10
30% Black Women Owned Entities	5
EME or QSE 51% Black Owned	5
Non-compliant and/or B-BBEE Level 3-8 contributors	0

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	<ul style="list-style-type: none"> B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
30% Black Women Owned Entities	<ul style="list-style-type: none"> B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline Certified copy of ID Documents of the Owners which are 30% black women
EME or QSE 51% Black Owned	<ul style="list-style-type: none"> B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate

The maximum points for the bid are allocated as follows:

DESCRIPTION	POINTS
PRICE	80
B-BBEE Status Level of Contributor 1 or 2	10
30% Black Women Owned Entities	5
EME or QSE 51% Black Owned	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0
Total points for Price and Specific Goals must not exceed	100

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



C.3.13 Tender offers will only be accepted if:

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 comprise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The **due diligence exercise** may take the following factors into account inter alia;
5. The due diligence exercise may take the following factors into account inter alia; the tenderer:
 - a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - b) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
 - c) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
 - d) has the legal capacity to enter into the contract,
 - e) is not insolvent, in receivership, under Business Resue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
 - f) complies with the legal requirements, if any, stated in the tender data and



TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2024/03/0007/59398/RFP
DESCRIPTION OF THE WORKS: UPGRADE OF THE NORTH GROVNE PROMENADE IN
THE PORT OF DURBAN FOR A PERIOD OF TEN (10) MONTHS

g) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

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.
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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.

T2.1: List of Returnable Schedule

T2.1: List of Returnable Documents

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

T2.2-01 **Stage One** - Eligibility with regards to attendance at the compulsory clarification meeting

T2.2-02 **Stage Two as per CIDB: Eligibility Criteria Schedule – 7CE or higher**

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

T2.2-03 **Evaluation Schedule:** Previous Experience

T2.2-04 **Evaluation Schedule:** Approach Paper

T2.2-05 **Evaluation Schedule:** Health and Safety Management

TNPA Estimate Health and Safety Cost Breakdown

Health, Safety Questionnaire

T2.2-06 **Evaluation Schedule:** Environmental Management

T2.2-06a **Evaluation Schedule:** Declaration Form

T2.2-07 **Evaluation Schedule:** Quality Management

Stage Four: Price & Specific Goals

- a) Specific Goals Schedule
- b) Schedule of Proposed Subcontractors

2.1.3 Returnable Schedules:

General:

T2.2-08 Intention to Tender

T2.2-09 Authority to submit Tender

T2.2-10 Record of addenda to tender documents

T2.2-11 Letter of Good Standing

T2.2-12 Risk Elements

T2.2-13 Proposed Organisation Staffing

T2.2-14 Site Establishment requirements

T2.2-15 Availability of Equipment and Other Resources

T2.2-16 Capacity and Ability to meet Delivery Schedule

T2.2-17 List of Sub-Contractors

T2.2-18 Programme

2.1.4 Agreement and Commitment by Tenderer:

- T2.2-19 Domestic Prominent Influential Persons (DPIP) or Foreign Prominent Public Officials (FPPO)
- 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 RFP 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
- T2.2-28 Job Creation Schedule

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 statement

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 Pre-Qualification and Eligibility Purposes

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

This is to certify _____ (Company
that _____ Name)

Represented _____ (Name and
by: _____ Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Queens Warehouse, 237 Mahatma Gandhi Road, Durban, 4000	
On (date)	06 May 2024	Starting time: 10h00

Particulars of person(s) attending the meeting:

Name _____ Signature _____

Capacity _____

Attendance of the above company at the meeting was confirmed:

Name _____ Signature _____

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

Date _____

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

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

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

b) Joint Venture (JV)

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

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

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

**These Schedules are required for
Evaluation Purposes**

T2.2-03: 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:

- A list of past / current comparable projects.

Construction of similar works as detailed in the Works Information with reference to the following component:

- Construction of roads and pavement.

Reference letter or completion certificate to substantiate experience indicated (Client name and contact details, project description, duration, project completion date and contract value)

Index of documentation attached to this Schedule

	Document Name
1	
2	
3	
4	
5	
6	
7	

Points 30	Previous Experience	
	Number of Projects completed: Score -15	Contract Value: Score -15
Score 0	No similar projects submitted.	No similar projects submitted.
Score 20	Submitted a reference letter and/ or completion certificate of 1 project.	One or more project (s) have a contract value of >R0m ≤ R4m
Score 40	Submitted a reference letter and/ or completion certificate of 2 projects.	One or more project (s) have a contract value of >R4m ≤ R5m
Score 60	Submitted a reference letter and/ or completion certificate of 3 projects.	One or more project (s) have a contract value of > R5m ≤ R9m
Score 80	Submitted a reference letter and/ or completion certificate of 4 projects.	One or more project (s) have a contract value of >R9m ≤ R15m
Score 100	Submitted a reference letter and/ or completion certificate of 5 or more projects	One or more project (s) have a contract value of >R15m

T2.2-04: Evaluation Schedule: Approach Paper

The Tenderer must attach his / her approach paper to this page.

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):

1. Plans, studies, and management
 - a) Approach for Traffic management to allow minimal disruptions to operations as well as traffic congestion due to construction.
 - b) How will the contractor approach and conduct the HAZCON study
 - c) How will the tenderer approach and manage local SMME/QSE disruptions
 - d) How will the tenderer approach and manage a high-water table (If encountered)
 - e) How will the tenderer approach and manage the sharing of site access with different stakeholders, i.e other contractors.

2. Removal of existing infrastructure (i.e asphalt, layerworks, light poles, balustrades).
 - a) Methodology for removal of infrastructure.
 - b) Sequence of removal and protection to be provided where applicable, i.e balustrades.
 - c) Methodology for storage, handling, and transportation of removed material to its destination.
 - d) How will the tenderer ensure adequate security to prevent theft.
 - e) Details of proposed plant and equipment to be used for the removal of infrastructure.

3. Construction of new infrastructure (Layerworks, concrete, steel works, electrical works)
 - a) Method of identifying underground services prior excavation and protection during construction.
 - b) Methodology of surveying works to ensure correct positioning of the road and associated infrastructure.
 - c) Sequence of Earthworks and road construction considering constraints due to active industry operations and need for access to their sites during road construction.
 - d) Proposed material /quarry source and transport plan to deliver and stockpile (where applicable) on site.
 - e) Methodology for storage, handling and transportation of new road materials such as sand, stones, paving bricks, cables, steel etc..
 - f) Details of proposed plant and equipment to be used during the construction activities

Index of documentation attached to this schedule:
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The scoring is as follows:

	Plans, Studies, and Management	Removal existing infrastructure	Construction of new infrastructure
Total Points 20	6	6	8
Score 0	The tenderer has submitted no information or has not detailed any of the items under this aspect of the project	The tenderer has submitted no information or has not detailed any of the items under this aspect of the project	The tenderer has submitted no information or has not detailed any of the items under this aspect of the project.
Score 20	The tenderer’s approach paper addresses one (1) item under this aspect of the project.	The tenderer’s approach paper addresses one (1) item under this aspect of the project.	The tenderer’s approach paper addresses one (1) item under this aspect of the project.
Score 40	The tenderer’s approach paper addresses two (2) items in detail under this aspect of the project.	The tenderer’s approach paper addresses two (2) items in detail under this aspect of the project.	The tenderer’s approach paper addresses two (2) items in detail under this aspect of the project.
Score 60	The approach paper is specifically tailored to address three (3) items in detail under this aspect of the project. The approach paper is linked to the project programme.	The approach paper is specifically tailored to address three (3) items in detail under this aspect of the project. The approach paper is linked to the project programme.	The approach paper is specifically tailored to address three (3) items in detail under this aspect of the project. The approach paper is linked to the project programme.



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2024/03/0007/59398/RFP

DESCRIPTION OF THE WORKS: UPGRADE OF THE NORTH GROUYNE PROMENADE IN THE PORT OF DURBAN FOR A PERIOD OF TEN (10) MONTHS

<p>Score 80</p>	<p>The approach paper is specifically tailored to address four (4) items in detail under this aspect of the project. Besides being linked to the project programme, the approach paper describes in detail the method statement, technical approach and construction sequencing in terms of the Works Information.</p>	<p>The approach paper is specifically tailored to address four (4) items in detail under this aspect of the project. Besides being linked to the project programme, the approach paper describes in detail the method statement, technical approach and construction sequencing in terms of the Works Information.</p>	<p>The approach paper is specifically tailored to address four (4) items in detail under this aspect of the project. Besides being linked to the project programme, the approach paper describes in detail the method statement, technical approach and construction sequencing in terms of the Works Information.</p>
<p>Score 100</p>	<p>Besides meeting the "80" rating, the approach paper is specifically tailored to address five (5) items in detail under this aspect of the project.</p>	<p>Besides meeting the "80" rating, the approach paper is specifically tailored to address five (5) items in detail under this aspect of the project.</p>	<p>Besides meeting the "80" rating, the approach paper is specifically tailored to address five (5) or more items in detail under this aspect of the project.</p>

T2.2-05: Health and Safety Requirements

Submit the following documents as a minimum with your tender:

1. Safety, Health & Environmental Policy signed by the Chief Executive Officer. List the five elements -
 - Commitment to Safety, prevention of pollution,
 - Continual improvement,
 - Compliance to legal requirements, appropriate to the nature of contractor’s activities,
 - Hold management accountable for development of the safety systems.
 - Include objectives and targets.
2. Roles & Responsibilities, such as S16.2 CEO, CR8.1 Construction Manager, CR8.5 Safety officer, CR8.7 Construction Supervisor, CR9.1 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85.
3. Overview of the project specific Baseline Risk Assessment (RA), indicating major activities of the project namely:
 - Site establishment
 - Civil Works (Removal of existing infrastructure i.e Asphalt,New layerworks,Light poles,Balustrades).
 - Concrete works (Walkways, ramps, seating arrangements)
 - Steel works (Balustrades, Light poles)
 - Electrical works (Installation of street lights)
4. Project health and safety plan which comprises of, but not limited to the following minimum elements
 - 1.1. Legal and site specific requirements
 - 1.2. Competency, training and awareness.
 - 1.3. Subcontractor selection.
 - 1.4. Incident management
 - 1.5. Communication, Participation and Consultation
 - 1.6. Operational Control
 - 1.7. Performance assessment and auditing
5. Evidence that the Principal Contractor have made adequate provisions for the cost of Health & Safety "Bill of Quantities": CR 3(5) (b)(iii) read with CR 5(1)(g).
6. Complete and return with tender documentation the Contractor Safety Questionnaire included to this Evaluation Schedule as a returnable.

Attached submissions to this schedule:

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The scoring of the Tenderer’s Health and safety requirements will be as follows:

Points (20)	2	3	3	6	6
	<p>Policy (State points allocated)</p> <p>1) Commitment to Safety, prevention of pollution, 2) Continual improvement, 3) Compliance to legal requirements, appropriate to the nature of contractor’s activities, 4) Hold management accountable for development of the safety systems, 5) Include objectives and targets.</p>	<p>Roles & Responsibilities</p> <p>1) S16.2 CEO 2) 8.1 Construction Manager - SACPCMP registration as Pr. Construction Manager, 3) 8.5 SACPMP Registered Construction Health and Safety officer, 4) 8.7 Construction Supervisor, 5) 9.1 Risk Assessor, 6) 17.1 SHE Rep as per the Occupational health and safety Act 85 of 1993.</p>	<p>Overview of the Baseline risk assessment</p> <p>Indicating major activities of the project i.e. installation, commissioning and handover of the following packages:</p> <p>1) Site establishment 2) Civil Works (Removal of existing infrastructure i.e Asphalt, New layerworks, Light poles, Balustrades). 3) Concrete works (Walkways, ramps, seating arrangements) 4) Steel works (Balustrades, Light poles)</p>	<p>Project Specific Health and Safety Plan</p> <p>in accordance with Project Health and Safety Specification. The Health and Safety Plan must comprise of, but not limited to the following minimum elements:</p> <ol style="list-style-type: none"> 1. Legal and site specific requirements 2. Competency, training and awareness. 3. Subcontractor selection. 4. Incident management 5. Communication, Participation and Consultation 6. Operational Control 7. Performance assessment and auditing 	<p>Cost Breakdown Sheet.</p> <p>Submission of completed cost breakdown sheet covering health and safety budget allocation.</p>

			5) Electrical works (Installation of street lights)		
Score 0	The Tenderer has submitted no information to determine a score.				
Score 20	1 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement and it is signed by the Chief Executive Officer.	≤2 of the 6 Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	1 of the 5 submitted task risk assessment specific to the project and covers all the outline sub-activities, applicable to the task.	1 to 2 of 7 Above elements of Health and Safety plan are addressed.	Health and safety Budget submitted is totally insignificant / inadequate to achieve the required standard of service, Greater than 0% upto 1% of the tender value.
Score 40	2 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement and it is signed by the Chief Executive Officer.	2 ≤ 3 of the 6 Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	2 of the 5 submitted task risk assessment specific to the project and covers all the outline sub-activities, applicable to the task.	3 to 4 of 7 Above elements of Health and Safety plan are addressed.	Health and safety Budget submitted is insignificant / inadequate / answer / solution to the returnable, Employer's health and safety requirements will not

					be met, greater than 1% upto 2% of the tender value.
Score 60	3 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirements and it is signed by the Chief Executive Officer.	4 of the 6 Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	3 of the 5 submitted task risk assessment specific to the project and covers all the outline sub-activities, applicable to the task.	5 of 7 Above elements of Health and Safety plan are addressed.	Health and safety Budget submitted is Satisfactory response / answer / solution to the returnable, Employer's health and safety requirements will be met, greater than 2% up to 3% of the tender value.
Score 80	4 of the 5 key policy components are recognized and meets the <i>Employer's</i> requirements and it is signed by the Chief Executive Officer.	5 of the 7 Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	4 of the 5 submitted task risk assessment specific to the project and covers all the outline sub-activities, applicable to the task.	From 6 of 7 Above elements of Health and Safety plan are addressed.	Health and safety Budget submitted is good response / answer /solution to the returnable, Employer's health and safety requirements will be



TRANSNET NATIONAL PORTS AUTHORITY
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					met, greater than 3% upto 4% of the tender value.value.
Score 100	All 5 key policy components are recognized and meets the <i>Employer's</i> requirements and it is signed by the Chief Executive Officer.	All 6 Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	all 5 submitted task risk assessments specific to the project and covers all the outline sub-activities, applicable to the task.	All 7 Above elements of Health and Safety plan are addressed.	Health and safety Budget submitted is very good response / answer / solution to the returnable, Employer's health and safety requirements will be met, greater than 4% of the tender value.



Contractor Safety Questionnaire (Item 4)

1. Safe Work Performance										
1A	Injury Experience / Historical Performance – Alberta									
	Use the previous three years injury and illness records to complete the following:									
	Year									
	Number of medical treatment cases									
	Number of restricted workday cases									
	Number of lost time injury cases									
	Number of fatal injuries									
	Total recordable frequency									
	Lost time injury frequency									
	Number of worker manhours									
	Action taken to prevent re-occurrence									
	1	Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician							
	2	Restricted Workday Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties							
	3	Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day							
4	Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours								
5	Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours								
1B	Workers' Compensation Experience									
	Use the previous three years injury and illness records to complete the following (if applicable):									
	Industry Code:			Industry Classification:						
	Year									
	Industry Rate									
	Contractor Rate									
	% Discount or Surcharge									
	Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)						Yes		No	
2. Citations										



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2A	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? If yes, provide details:			Yes		No		
2B	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? If yes, provide details:			Yes		No		
3. Citations								
Does your company have a Certificate of Recognition?				Yes		No		
If yes, what is the		Certificate No:	Issue Date:					
4. Safety Program								
4A	Submit your company written health and safety plan? Submit a copy for review							
4C	Health and safety plan should contain the following elements							
		Yes	No		Yes	No		
	Health and Safety Policy			Competence, Training and Awareness				
	Incident Management, reporting and Investigation			Emergency Preparedness/Response				
	Recordkeeping & Statistics/Manhours Reporting			Hazard Identification and Risk Assessment and Training				
	Reference to Legislation			Permit to Work				
	Site Establishment and Rehabilitation			Safe Work Procedures and Safe operating procedures				
	Roles and Responsibilities			Workplace Inspections				
	Alcohol, Drugs and Other Intoxicating Substances			Occupational Hygiene and Covid19				
	Personal Protective Equipment			Measuring and Monitoring				
	Working at Height			Communication, Participation and Consultation				
	Excavations			Signs and Notices				
4C	Submit your company pocket safety booklet for field distribution?							
5. Training Program								
5A	Attach orientation program for new hire employees? include a course outline. Does it include any of the following:							
		Yes	No		Yes	No		
	General Rules & Regulations			Confined Space Entry				
	Emergency Reporting			Trenching & Excavation				
	Injury Reporting			Signs & Barricades				
	Legislation			Dangerous Holes & Openings				
	Right to Refuse Work			Rigging & Cranes				



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	Personal Protective Equipment			Mobile Vehicles		
	Emergency Procedures			Preventative Maintenance		
	Project Safety Committee			Hand & Power Tools		
	Housekeeping			Fire Prevention & Protection		
	Ladders & Scaffolds			Electrical Safety		
	Fall Arrest Standards			Compressed Gas Cylinders		
	Aerial Work Platforms			Weather Extremes		
5B	Submit a program for training newly hired or promoted supervisors? Tenderer must submit an outline for evaluation which include instruction on the following:					
		Yes	No		Yes	No
	Employer Responsibilities			Safety Communication		
	Employee Responsibilities			First Aid/Medical Procedures		
	Due Diligence			New Worker Training		
	Safety Leadership			Environmental Requirements		
	Work Refusals			Hazard Assessment		
	Inspection Processes			Pre-Job Safety Instruction		
	Emergency Procedures			Drug & Alcohol Policy		
	Incident Investigation			Progressive Disciplinary Policy		
	Safe Work Procedures			Safe Work Practices		
	Safety Meetings			Notification Requirements		
6. Safety Activities						
6A	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?					
6B	Do you hold site safety meetings for field employees? If Yes, how often?	Yes	No	Daily	Weekly	Biweekly
6C	Do you hold site meetings where safety is addressed with management and field supervisors?	Yes	No	Weekly	Biweekly	Monthly
6D	Is pre-job safety instruction provided before to each new task?	Yes	No			
	Is the process documented?	Yes	No			
	Who leads the discussion?					
6E	Do you have a hazard assessment process?	Yes	No			
	Are hazard assessments documented?	Yes	No			
	If yes, how are hazard assessments communicated and implemented on each project?					
	Who is responsible for leading the hazard assessment process?					



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6F	Submit your company policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?					
6G	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					
	Vice President/Managing Director					
	Safety Director/Manager					
	President/Chief Executive Officer					
7B	How are incident records and summaries kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Incidents totalled for the entire company					
	Incidents totalled by project					
	Subtotalled by superintendent					
	Subtotalled by foreman					
7C	How are the costs of individual incidents kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Costs totalled for the entire company					
	Costs totalled by project					
	Subtotalled by superintendent					
	Subtotalled by foreman/general foreman					
7D	Does your company track non-injury incidents?	Yes	No	Monthly	Quarterly	Annually
	Near Miss					
	Property Damage					
	Fire					
	Security					
	Environmental					
8. Personnel						
List key health and safety officers planned for this project. Attach resume (CV and qualification and proof of registration with SACPCMP).						
Name		Position / Title		Designation		
				Category	SACPCMP Number	
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		Telephone Number		



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Health and Safety Cost Breakdown (Item 5) - (point = 6)

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			

Total Health and Safety Estimate (R)	
Total Estimate Value (R)	
H&S Cost as % of Tender value	

Note: Tenderer to ensure cost is part of the main Price Bill

T2.2-06: Evaluation Schedule: Environmental Management

The Tenderer must review the following documents in preparation to meeting the environmental requirements, namely:

- a) Transnet Integrated Management System (TIMS) Policy Commitment Statement.
- b) Minimum Environmental Standards for Construction: 009-TCC-CLO-SUS-GDL-11385.26
- c) Standard Operating Procedure Construction Environmental Management: 009-TCC-CLO-SUS-11386

- Project Environmental Specification (PES) contained in the following documents:
 - Environmental Management Programme

PES extends to the TNPA minimum standards found in the following documents;

- TNPA list of approved waste services Contractors
 - TNPA Asbestos Management Plan
- Project Environmental Specification (PES) also includes eThekweni bylaws such as:
 - Schedule Trades and Occupations Bylaws
 - Interim Code relating to fire prevention and flammable liquids and substances

1. The tenderer must provide a signed Environmental **Policy** based on International Organization for Standardization (ISO) that displays all key components of Top management's commitments namely:

- Regulatory compliance and other requirements
- Commitment to the protection of the environment including pollution prevention
- Commitment to continual improvement of the EMS
- Address the sustainable use of resources/ resource conservation; and
- Is communicated to all employees working for or on behalf of the Contractor

An unsigned or undated Policy will be allocated a score of 20

2. The tenderer must provide a **project specific Environmental Management Plan**.

This plan must be clear on the following:

- a. A description of the environmental impacts that need to be avoided, managed and mitigated, a description of how those impacts will be avoided, managed and mitigated (impact management actions).
- b. The method and frequency of monitoring the implementation of the impact management actions.



- c. A description of how the environmental incidents will be managed on site.
- d. An indication of the roles and responsibilities in the implementation of the impact management actions.
- e. Records to be kept.
- f. How non-conformance/non-compliance will be dealt with.

Attached submissions to this schedule:

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The 5 key policy components should be listed first and then use the measurements below.

The scoring of the Tenderer’s Environmental Submission will be as follows:

	Environmental Management Plan	Environmental Policy
Points (15)	10	5
Score 0	The Tenderer has submitted no information to determine a score or the EMP is not project specific.	The Tenderer has submitted no information to determine a score.
Score 20	EMP only responds to 1-2 of the items listed under 2 above.	Policy addresses 1 of the required elements listed under 1 above OR the Policy is unsigned nor dated.
Score 40	EMP only responds to 3 of the items listed under 2 above.	Policy addresses 2 of the required elements listed under 1 above.
Score 60	EMP only responds to 4 of the items listed under 2 above.	Policy addresses 3 of the required elements listed under 1 above and is possibly able to meet the Employer’s requirements.
Score 80	EMP only responds to 5 of the items listed under 2 above.	Policy addresses 4 of the required elements listed under 1 above and is likely to ensure compliance with the stated Employer’s requirements.
Score 100	EMP responds to all the items listed under 2 above.	Policy addresses 5 of the required elements listed under 1 above and is likely to ensure compliance with the stated Employer’s requirements.

T2.2-06a - DECLARATION OF UNDERSTANDING

PROJECT NAME:		DOCUMENT NO:	
PROJECT NO:		DATE:	
CONTRACTOR:		CONTRACT NO:	

I,

_____ (Name) _____ (Designation)

_____ (Representing)

Declare that I have read and understood the contents of the Construction Environmental Management SOP (009-TCC-CLO-SUS-TMP-11386) and associated documents for the above mentioned Project and Contract.

I also declare that I understand my responsibilities in terms of enforcing and implementing the Environmental Specifications for the aforementioned Contract.

Signed	Signature	Date
Place		
Witness 1:	Signature	Date
Witness 2:		

T2.2-07: 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 TNPA-QUAL-REQ-014.1- General Quality Requirements for Contractors and Suppliers and ISO 9001:2015 QMS requirements and should include but not be limited to:

1. Quality Policy that is aligned to ISO 9001:2015 requirements
2. Project Quality Plan for the contract SHALL cover project scope and be aligned to TNPA-QUAL-REQ-014.1 General Quality Requirements for Contractors and Suppliers.
3. Quality Control Plans clearly identify all inspection, test, verification requirements to meet contractual obligations, specification and drawings as required by the project scope. The Following Q.C.P's must be submitted by the Tenderer but not limited to:
 1. QCP1: Construction of new layerworks
 2. QCP2: Concrete works (Walkways, ramps, concrete terracing etc.)
 3. QCP3: Structural (Manufacture and installation of balustrades and light poles)
 4. QCP4: Electrical works (Street lighting)

The scoring will be as follows:

Points (15)	Quality Policy (3)	Project Quality Plan for the contract (8)	Quality Control Plan (QCP's) (4) QCP1: Construction of new layerworks (1) QCP2: Concrete works (Walkways, ramps, concrete terracing etc. (1) QCP3: Structural (Manufacture and installation of balustrades and light poles). (1) QCP4: Electrical works (Street lighting). (1)
Score (0)	No Quality policy submitted/Policy submitted but does not address any of the 5 key requirements.	No PQP submitted/PQP submitted but does not address any of the 5 key requirements.	No QCP's submitted/QCP's submitted but does not address any of the 5 key requirements.
Score (20)	Quality Policy contains One (1) of Five (5) key policy elements: 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements,	Project Quality Plan contains 1 of the PQP requirements: 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs	Quality Control Plan contains 1 of the 5 QCP requirements 1.Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories

	<p>4. includes a commitment to continual improvement,</p> <p>5. is communicated and understood within the organization</p>		
<p>Score</p> <p>40</p>	<p>Quality Policy contains Two (2) of Five (5) key policy elements:</p> <ol style="list-style-type: none"> 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives 3. includes a commitment to satisfy applicable requirements 4. includes a commitment to continual improvement 5. is communicated and understood within the organization 	<p>Project Quality Plan contains 2 of the 5 PQP requirements:</p> <ol style="list-style-type: none"> 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs 	<p>Quality Control Plan contains 2 of the 5 QCP requirements</p> <ol style="list-style-type: none"> 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories
<p>Score</p> <p>60</p>	<p>Quality Policy contains Three (3) of Five (5) key policy elements:</p> <ol style="list-style-type: none"> 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives 3. includes a commitment to satisfy applicable requirements 	<p>Project Quality Plan contains 3 of the 5 PQP requirements:</p> <ol style="list-style-type: none"> 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs 	<p>Quality Control Plan contains 3 of the 5 QCP requirements</p> <ol style="list-style-type: none"> 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories

	<p>4. includes a commitment to continual improvement</p> <p>5. is communicated and understood within the organization</p>		
<p>Score</p> <p>80</p>	<p>Quality Policy contains Four (4) of Five (5) key policy elements:</p> <ol style="list-style-type: none"> 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives 3. includes a commitment to satisfy applicable requirements 4. includes a commitment to continual improvement 5. is communicated and understood within the organization 	<p>Project Quality Plan contains 4 of the 5 PQP requirements:</p> <ol style="list-style-type: none"> 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs 	<p>Quality Control Plan contains 4 of the 5 QCP requirements</p> <ol style="list-style-type: none"> 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories
<p>Score</p> <p>100</p>	<p>Quality Policy contains all Five (5) key policy elements:</p> <ol style="list-style-type: none"> 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives 3. includes a commitment to satisfy applicable requirements 	<p>Project Quality Plan contains all 5 of the PQP requirements:</p> <ol style="list-style-type: none"> 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs 	<p>Quality Control Plan contains all 5 of the QCP requirements</p> <ol style="list-style-type: none"> 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories

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	4. includes a commitment to continual improvement 5. is communicated and understood within the organization		
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General Returnable Schedules

T2.2-08: Intention to Tender

EMAIL Transnet National Ports Authority Tender No: TNPA/2024/03/0007/59398/RFP
TO: Attention: Selina Mojaki
 Email: **Selina.Mojaki@transnet.net** Closing Date: **27 May 2024**

UPGRADE OF THE NORTH GROUYNE PROMENADE IN THE PORT OF DURBAN FOR A PERIOD OF TEN (10) MONTHS

Check

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

Any clarifications are to be mailed to: Selina.Mojaki@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: _____



T2.2-09: 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

T2.2-10: 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		



T2.2-11: Letter/s of Good Standing with the Workmen’s Compensation Fund

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

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

Name of Company/Members of Joint Venture:

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T2.2-16: 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:
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T2.2-17: Schedule of Proposed Subcontractors

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

Note to tenderers:

- In terms of PPPFA Regulation 6 (5), A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- In terms of PPPFA Regulation 12 (3), A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.
- **Tenderer to note that after award, any deviations from this list of proposed sub-contractors will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract.**
- **Tenderer to provide B-BBEE Certificates for all proposed sub-contractors listed above and attach it to this schedule.**
- **All agreements between the Main Contractor and Sub-Contractors must be attached to this schedule.**
- Provide information of the Sub-contractors below:

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

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

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

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

The *Contractor* must engage with the local municipal district/wards business forums business entities within the immediate surroundings of the Site/Working Area to maximise business opportunities to satisfy the above requirements. This is to ensure any possible risk pertaining to local business forums are mitigated by the *Contractor* through demonstrating evidence to local business forums when enquired during the execution of the contract.

Below are the email addresses of Forums in eThekweni Region; Patrick.siyabulela@gmail.com
Pentagon.ceo@gmail.com allseasonsbrands@gmail.com vusi@wiba.org.za ffret.org@gmail.com
wonder.jaca@gmail.com

T2.2-18: Programme

Note to tenderers:

The Tenderer provides a hard copy of the proposed programme and/or makes reference to his proposed programme in Primavera(P6)/ Microsoft Project and electronic programme developed using a scheduling software tool.

The tenderer shall provide the proposed programme detailed to minimum of level 4 showing as a minimum the following: -

Minimum items to indicate on MS-Projects:

1. Numbers
2. Task Mode
3. Task Name
4. Duration
5. Start Date (Dates can't be cut off must be clear)
6. Finish Date
7. Predecessor (All links to be shown item numbers)
8. Successor
9. Ghant must fit on one page in line with activity.

Minimum items to indicate on P6:

1. Activity ID
2. Activity Name
3. Original duration
4. Start Date (Dates can't be cut off must be clear)
5. Finish Date
6. Predecessor (All links to be shown item numbers)
7. Successor
8. Ghant must fit on one page in line with activity.

The Contractor indicates how he plans in achieving dates and clearly demonstrate them on the schedule by complying with Clause 31.2 of the NEC ECC-Initiate starting dates, access dates, planes completion, sectional completion dates and completion dates.

The Programme must clearly demonstrate adequate provisions for Time Risk Allowance(TRA). Time risk allowance are no float, are owned by the Tenderer, can be included in the activity duration, and illustration in the schedule in the code field or as an attachment.

The Basis of schedule document is required, stipulating, but not limited to, underlying assumptions conditions, constraints, and approach to proving the works as detailed in the programme.

Please note that the schedules provided below are only examples to assist you understand what Transnet requires you to submit with your Tender submission.



ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Successors	08 Jan '24		01 Apr '24		24 Jun '24		16 Sep '24		09 Dec '24		03 Mar '25	
								S	W	S	T	M	F	T	S	W	S	T	M
1		Execution(Lvl33)(Project Name)	261 days	Wed 27/03/24	Wed 26/03/25														
2		Pre-Construction	60 days	Wed 27/03/24	Tue 18/06/24														
3		SHEQ Documents	25 days	Wed 27/03/24	Tue 30/04/24														
4		Preparation & Submit of SHEQ Documer	15 days	Wed 27/03/24	Tue 16/04/24		5,7SS,14SS												
5		TNPA Review & Approve SHEQ Documer	10 days	Wed 17/04/24	Tue 30/04/24	4													
6		Construction Work Permit	40 days	Wed 27/03/24	Tue 21/05/24														
7		Contractor submits info for CWP applica	10 days	Wed 27/03/24	Tue 09/04/24	4SS	8												
8		Populate application & review by Safty #	5 days	Wed 10/04/24	Tue 16/04/24	7	9												
9		Submit Application to DOL	0 days	Tue 16/04/24	Tue 16/04/24	8	10												
10		DOL Review and Approval (30calender d	20 days	Wed 17/04/24	Tue 14/05/24	9	11												
11		TRA for delay in approval	5 days	Wed 15/05/24	Tue 21/05/24	10	12												
12		Receive CWP	0 days	Tue 21/05/24	Tue 21/05/24	11	16												
13		Long Lead Items	60 days	Wed 27/03/24	Tue 18/06/24														
14		Steelwork Manufacture & Deliver	60 days	Wed 27/03/24	Tue 18/06/24	4SS	52												
15		Site Establishment	16 days	Wed 22/05/24	Wed 12/06/24														
16		Site Access	1 day	Wed 22/05/24	Wed 22/05/24	12	17,20												
17		Allowance for Site Establishment and Mobilisation	15 days	Thu 23/05/24	Wed 12/06/24	16	30												
18		Construction Work	220 days	Thu 23/05/24	Wed 26/03/25														
19		Dredging Work	60 days	Thu 23/05/24	Wed 14/08/24														
21		Scour Protection	50 days	Thu 15/08/24	Wed 23/10/24														
28		Demolition Works	95 days	Thu 13/06/24	Wed 23/10/24														
29		Pre Demolition Works	60 days	Thu 13/06/24	Wed 04/09/24														
30		Service Detection	15 days	Thu 13/06/24	Wed 03/07/24	17	31												

Project: Project1
Date: Wed 27/03/24

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			



ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Successors	08 Jan '24			01 Apr '24			24 Jun '24		16 Sep '24		09 Dec '24		03 Mar '25	
								S	W	S	T	M	F	T	S	W	S	T	M	F	
31		Water Quality Testing and Results	15 days	Thu 04/07/24	Wed 24/07/24	30	32														
32		Removal of tyre fenders and ladders	15 days	Thu 25/07/24	Wed 14/08/24	31	33														
33		Temporary Structure	15 days	Thu 15/08/24	Wed 04/09/24	32	36														
34		Demolition Works	35 days	Thu 05/09/24	Wed 23/10/24																
35		Demolitions	28 days	Thu 05/09/24	Mon 14/10/24																
36		Fenders 1-4	7 days	Thu 05/09/24	Fri 13/09/24	33	41,37														
37		Fenders 5-8	7 days	Mon 16/09/24	Tue 24/09/24	36	38,42														
38		Fenders 9-12	7 days	Wed 25/09/24	Thu 03/10/24	37	39,43														
39		Fenders 13-16	7 days	Fri 04/10/24	Mon 14/10/24	38	44														
40		Trimming	23 days	Mon 16/09/24	Wed 16/10/24																
41		Fenders 1-4	2 days	Mon 16/09/24	Tue 17/09/24	36	46														
42		Fenders 5-8	2 days	Wed 25/09/24	Thu 26/09/24	37	47														
43		Fenders 9-12	2 days	Fri 04/10/24	Mon 07/10/24	38	48														
44		Fenders 13-16	2 days	Tue 15/10/24	Wed 16/10/24	39	49														
45		Drill & Dowel	26 days	Wed 18/09/24	Wed 23/10/24																
46		Fenders 1-4	5 days	Wed 18/09/24	Tue 24/09/24	41	52														
47		Fenders 5-8	5 days	Fri 27/09/24	Thu 03/10/24	42	53														
48		Fenders 9-12	5 days	Tue 08/10/24	Mon 14/10/24	43	54														
49		Fenders 13-16	5 days	Thu 17/10/24	Wed 23/10/24	44	55														
50		Fender Construction	104 days	Wed 25/09/24	Mon 17/02/25																
51		Steelworks Caping Beam	26 days	Wed 25/09/24	Wed 30/10/24																
52		Fenders 1-4	5 days	Wed 25/09/24	Tue 01/10/24	46,14	57														
53		Fenders 5-8	5 days	Fri 04/10/24	Thu 10/10/24	47	59														

Project: Project1
Date: Wed 27/03/24

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			



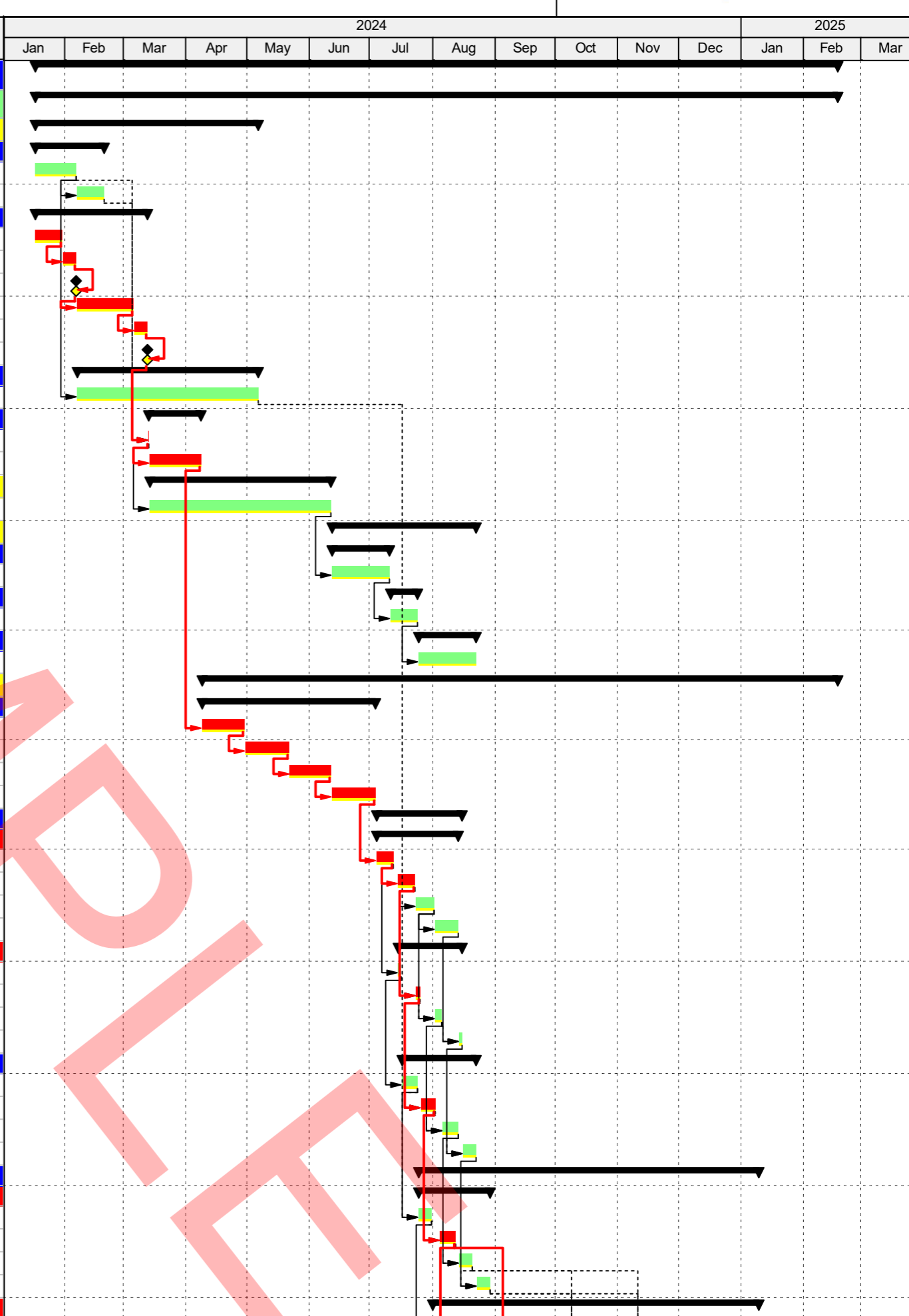
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Successors	08 Jan '24			01 Apr '24			24 Jun '24		16 Sep '24		09 Dec '24		03 Mar '25	
								S	W	S	T	M	F	T	S	W	S	T	M	F	
54	➔	Fenders 9-12	5 days	Tue 15/10/24	Mon 21/10/24	48	61														
55	➔	Fenders 13-16	5 days	Thu 24/10/24	Wed 30/10/24	49	63														
56	➔	Fenders	99 days	Wed 02/10/24	Mon 17/02/25																
57	➔	FRC Fenders 1&3(Formwork,Rebar,Co	23 days	Wed 02/10/24	Fri 01/11/24	52	58														
58	➔	FRC Fenders 2&4	23 days	Mon 04/11/24	Wed 04/12/24	57	61														
59	➔	FRC Fenders 5&7	23 days	Fri 11/10/24	Tue 12/11/24	53	60														
60	➔	FRC Fenders 6&8	23 days	Wed 13/11/24	Fri 13/12/24	59	63														
61	➔	FRC Fenders 9&11	23 days	Thu 05/12/24	Mon 06/01/25	54,58	62														
62	➔	FRC Fenders 10&12	23 days	Tue 07/01/25	Thu 06/02/25	61	67														
63	➔	FRC Fenders 13&15	23 days	Mon 16/12/24	Wed 15/01/25	55,60	64														
64	➔	FRC Fenders 14&16	23 days	Thu 16/01/25	Mon 17/02/25	63	67,69,71														
65	➔	Quay Furniture	27 days	Tue 18/02/25	Wed 26/03/25																
66	➔	Tyre Fenders	10 days	Tue 18/02/25	Mon 03/03/25																
67	➔	Re-instate Fender	10 days	Tue 18/02/25	Mon 03/03/25	62,64	73														
68	➔	Ladders	10 days	Tue 18/02/25	Mon 03/03/25																
69	➔	Re-instate Ladders	10 days	Tue 18/02/25	Mon 03/03/25	64	73														
70	➔	Bollards	15 days	Tue 18/02/25	Mon 10/03/25																
71	➔	Strip Clean & Paint	15 days	Tue 18/02/25	Mon 10/03/25	64	73														
72	➔	Snag & Commission	12 days	Tue 11/03/25	Wed 26/03/25																
73	➔	Snag & Commission	5 days	Tue 11/03/25	Mon 17/03/25	67,71,69	74														
74	➔	Rehabilitaion of Sitecamp	5 days	Tue 18/03/25	Mon 24/03/25	73	75														
75	➔	Project Hand Over	2 days	Tue 25/03/25	Wed 26/03/25	74															

Project: Project1
Date: Wed 27/03/24

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			



Activity ID	Activity Name	Original Duration	Start	Finish	Predecessors	Successors	2024												2025		
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Basic Level 3																					
Execution(Lvl3)(Project Name)																					
Pre-Construction																					
SHEQ Documents																					
PC002	Preparation & Submit of SHEQ Documentation	15	17-Jan-24	6-Feb-24	026	PC004, PC003, LL10															
PC003	TNPA Review & Approve SHEQ Documents	10	7-Feb-24	20-Feb-24	PC002	PC004															
Construction Work Permit																					
CWP001	Contractor submits info for CWP application	10	17-Jan-24	30-Jan-24	026	CWP011															
CWP011	Populate application & review by Safty Agent	5	31-Jan-24	6-Feb-24	CWP001	CWP021															
CWP021	Submit Application to DOL	0		6-Feb-24	CWP011	CWP031															
CWP031	DOL Review and Approval (30calender days)	20	7-Feb-24	5-Mar-24	CWP021	CWP041															
CWP041	TRA for delay in approval	5	6-Mar-24	12-Mar-24	CWP031	CWP051															
CWP051	Receive CWP	0		12-Mar-24	CWP041	PC004															
Long Lead Items																					
LL1030	Steelwork Manufacture & Deliver	60	7-Feb-24	6-May-24	PC002	A1160															
Site Establishment																					
PC004	Site Access	1	13-Mar-24	13-Mar-24	PC002, PC003, CWP0	PC005, D001															
PC005	Allowance for Site Establishment and Mobilisation	15	14-Mar-24	8-Apr-24	PC004	A1000															
Dredging Works																					
D001	Dredging	60	14-Mar-24	11-Jun-24	PC004	S001															
Scour Protection																					
Place Biddem																					
S001	Place 4 x 20m Sections	20	12-Jun-24	10-Jul-24	D001	S011															
Place Rock																					
S011	Place 4 x 20m Sections	10	11-Jul-24	24-Jul-24	S001	S021															
Level Rock																					
S021	Place 4 x 20m Sections	20	25-Jul-24	22-Aug-24	S011	A1340															
Construction																					
Pre Demolishing Works																					
A1000	Service Detection	15	9-Apr-24	29-Apr-24	PC005	A1010															
A1010	Water Quality Testing and Results	15	30-Apr-24	21-May-24	A1000	A1020															
A1020	Removal of tyre fenders and ladders	15	22-May-24	11-Jun-24	A1010	A1030															
A1030	Temporary Structure	15	12-Jun-24	3-Jul-24	A1020	A1040															
Demolition Works																					
Demolishions																					
A1040	Fenders 1-4	7	4-Jul-24	12-Jul-24	A1030	A1050, A1080															
A1050	Fenders 5-8	7	15-Jul-24	23-Jul-24	A1040	A1060, A1090															
A1060	Fenders 9-12	7	24-Jul-24	1-Aug-24	A1050	A1070, A1100															
A1070	Fenders 13-16	7	2-Aug-24	13-Aug-24	A1060	A1110															
Trimming																					
A1080	Fenders 1-4	2	15-Jul-24	16-Jul-24	A1040	A1090, A1120															
A1090	Fenders 5-8	2	24-Jul-24	25-Jul-24	A1080, A1050	A1100, A1130															
A1100	Fenders 9-12	2	2-Aug-24	5-Aug-24	A1090, A1060	A1110, A1140															
A1110	Fenders 13-16	2	14-Aug-24	15-Aug-24	A1100, A1070	A1150															
Drill & Dowel																					
A1120	Fenders 1-4	6	17-Jul-24	24-Jul-24	A1080	A1130, A1160															
A1130	Fenders 5-8	6	26-Jul-24	2-Aug-24	A1120, A1090	A1140, A1170															
A1140	Fenders 9-12	5	6-Aug-24	13-Aug-24	A1130, A1100	A1150, A1180															
A1150	Fenders 13-16	5	16-Aug-24	22-Aug-24	A1140, A1110	A1190															
Fender Construction																					
Steelworks Caping Beam																					
A1160	Fenders 1-4	5	25-Jul-24	31-Jul-24	A1120, LL1030	A1170, A1200															
A1170	Fenders 5-8	5	5-Aug-24	12-Aug-24	A1160, A1130	A1180, A1220, A1230															
A1180	Fenders 9-12	5	14-Aug-24	20-Aug-24	A1170, A1140	A1190, A1240, A1250															
A1190	Fenders 13-16	5	23-Aug-24	29-Aug-24	A1180, A1150	A1260, A1270															
Fenders																					



█ Remaining Level of Effort
 █ Secondary Baseline
 █ Actual Work
█ Primary Baseline
 █ Tertiary Baseline
 █ Remaining Work

Date	Revision	Checked	Approved

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

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:

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

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



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



2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's 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 _____ 202

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: _____

T2.2-20: Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

Transnet is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Transnet shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website

<https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.

Is the Respondent
(Complete with a "Yes" or "No")

A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP / FPPO	
--------------------	--	---------------------------------------	--	--	--

List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.

No	Name of Entity / Business	Role in the entity /Business (Nature of interest / Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

Respondents declaring a commercial relationship with a DPIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered with DPIP or FPPO. This list will include successful Respondents, if applicable.

2. SERVICE LEVELS

2.1 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.

2.2 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:

- a) Random checks on compliance with quality/quantity/specifications
- b) On-time delivery

2.3 The Service provider must provide a telephone number for customer service calls.

2.4 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

YES	
------------	--

NO	
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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; or
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. 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: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify
that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this TENDER and the requirements requested from tenderers in responding to this TENDER have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below:
[Respondent to indicate if this section is not applicable]
- 6.

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.

7. 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).
8. 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.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5, 000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All 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 that have acquainted themselves with and agree with the content.

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and/or reverse logistics event and any further contract to be entered into between the Parties, relating to such event. All Tenderers/Service Providers/Contractor's will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

1 OBJECTIVES

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

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

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

11 GENERAL

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

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

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

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



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 TENDERER

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 SBD6.1 must be completed for each tender and be attached as a requirement.



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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

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

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

<u>DESCRIPTION</u>	<u>POINTS</u>
PRICE	80
B-BBEE Status Level of Contributor 1 or 2	10
30% Black Women Owned Entities	5
EME and QSE 51% Black Owned	5
Non-compliant and/or B-BBEE Level 3-8 contributors	0
Total points for Price and Specific Goals must not exceed	100

1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated

or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	<ul style="list-style-type: none"> • B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
30% Black Women Owned Entities	<ul style="list-style-type: none"> • B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline • Certified copy of ID Documents of the Owners which are 30% black women
EME or QSE 51% Black Owned	<ul style="list-style-type: none"> • B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate

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

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

EME¹	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>
------------------------	--

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that 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 10 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

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



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 certificates, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS

SBD4

BIDDER'S DISCLOSURE (SBD 4)

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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



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

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

.....
Signature

.....
Date

.....
Position

.....
Name of 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

T2.2-28: Job-Creation Schedule

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%.

In order to give effect to these job creation objectives, Tenderers are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this tender.

Tenderers to note, that if successful, any deviations from the Job creation Schedule in the contract phase will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract. Please also note the applicable Z clauses in Contract Data by *Employer*.

(a) Please indicate total number of new jobs that will be created over the term of the contract:

Total number and value of new jobs created	Total number of new jobs	Total rand value of new jobs created

(b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

	Total number of new jobs	Total rand value of new jobs
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		
Black People with Disabilities		

(c) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	Total number of Skilled jobs	Total number of Semi-skilled jobs	Total number of Unskilled jobs
Black men			
Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			
Other			

(d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract.

Year 1	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

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 2024 to 31 March 2025 (Both days inclusive)

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

THE INSURED'S VAT NO: 4720103177

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

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

CONTRACT WORKS INSURANCE

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

Insurer : Mirabilis (Santam Limited)

Policy Number : MZAR35023-CAR

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

Territorial Limits : The Republic of South Africa.

Additional Co-Insureds:

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

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

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

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

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

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

Definitions

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

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

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

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

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

Main Policy Exclusions :

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 10% of the total estimated contract value in the aggregate.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidisation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Cyber and Data
- Beneficial Occupation – 12 months
- Risk Mitigation – Safety Measures with Respect to Precipitation, Flood and Inundation – 10 years return period

Deductibles:

In respect of loss or damage:

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

Minor Perils shall mean damage caused by a peril not defined as Major Perils defined above.

Contracts with a contract value : Major perils Minor perils



0 to R100,000,000	R25,000	R15,000
R100,000,001 to R250,000,000	R50,000	R15,000
R250,000,001 to R500,000,000	R100,000	R25,000
R500,000,001 to R1,000,000,000	R150,000	R25,000

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

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

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

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

PUBLIC LIABILITY

Cover Provided :	Contract Works Public Liability – cover the Insured’s legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.
Insurer :	Stalker Hutchinson (Santam Limited)
Policy Number:	6000/132335
Territorial Limits :	The Republic of South Africa.
Insured Contracts:	<p>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:</p> <ol style="list-style-type: none"> Contracts which at award stage have a value in excess of R 1,000,000,000. Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline’s logistical support for inline inspections and identification of defects in respect of Transnet’s pipeline assets (all excluding Defects Liability/Maintenance period). Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months. Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured. Contracts in or on any aircraft. Off-shore contracts - “Off-shore contracts” means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like

harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Policy Limits:

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

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

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

General Policy Exclusions :

The policy does not cover:-

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

- Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities
- Compulsory Insurance
- Loss or damage and any consequence therefrom to any Data. •
- Sanctions Exclusion
- Grid Failure

PROFESSIONAL INDEMNITY

Cover Provided :

Professional Indemnity

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

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132337

Jurisdiction :

Worldwide excluding North America

Insured Contracts:

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

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



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

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

Policy Extension
Limits Of Indemnity:

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

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

Deductibles:

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

Policy Special Conditions :

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

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

Policy Main Exclusions:

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



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

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

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.

<p>Index of documentation attached to this schedule:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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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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Contractor:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Contractor:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Contractor:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 1:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 2:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 3:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 4:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 5:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 6:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 7:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 8:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 9:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

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 or EME certificates at CIPC from 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 issued 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.

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 xxxxxxx):

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

Did your company previously operate under another name?							Yes		No	
If YES state, the previous details below:										
Trading Name										
Registered Name										
Company Registration No or ID No If a Sole Proprietor										
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor				
	Non-profit (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 Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status	
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.	

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

Company Physical Address		Code	
Company Postal Address		Code	
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			
Company Contact Person Name			
Designation			
Telephone			
Email			

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 EME		>R10Million <R50Million QSE		>R50Million Large Enterprise	
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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	
<p>EMPOWERING SUPPLIER</p> <p>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.</p> <p>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.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>FIRST TIME SUPPLIER</p> <p>A supplier that we haven’t as yet Traded within Transnet and will be registered via our database for the 1st time.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>

<p>SUPPLIER DEVELOPMENT PLAN</p> <p>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.).</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>DEVELOPMENT PLAN DOCUMENT</p> <p>Agreed plan that will be crafted with the supplier in regard to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p> <p>*If Yes- Attach supporting documents</p>
<p>ENTERPRISE DEVELOPMENT BENEFICIARY</p> <p>A supplier that is not as yet in our value chain that we are assisting in their developmental area.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>SUPPLIER DEVELOPMENT BENEFICIARY</p> <p>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.)</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>GRADUATION FROM ED TO SD BENEFICIARY</p> <p>When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>

ENTERPRISE DEVELOPMENT RECIPIENT

A supplier that isn't in our value chain as yet, but we have assisted them with an ED intervention

YES NO

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

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,

Full name & Surname	
Identity number	

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:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	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;"
Definition of "Black Designated Groups"	Black Designated Groups means:

	<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> <p>(d) Black people living in rural and underdeveloped areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>
--	--

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	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (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,

Full name & Surname	
Identity number	

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:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<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> <ul style="list-style-type: none"> (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- <ul style="list-style-type: none"> 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;"

Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <ul style="list-style-type: none"> (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 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	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (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 bank stamp not older than 3 Months & sign by Bank Teller).		
4. Certified (Not Older than 3 Months) 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 Physical and Postal address.		
8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.		
9. BBBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency and/or Sworn Certified Affidavit.		
10. Central Supplier Database (CSD) Summary Registration Report.		

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.

THE BROAD-BASED BLACK ECONOMIC EMPOWERMENT COMMISSION'S

PRACTICE GUIDE 01 of 2022

DETERMINING THE VALIDITY OF A BROAD-BASED BLACK ECONOMIC EMPOWERMENT VERIFICATION CERTIFICATE, B-BBEE SWORN AFFIDAVIT AND CERTIFICATE ISSUED BY THE COMPANIES AND INTELLECTUAL PROPERTY COMMISSION

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 practice guides, 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 of B-BBEE documentation presented by measured entities 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 sworn affidavits, B-BBEE verification certificates and certificates issued by the Companies and Intellectual Property Commission (CIPC) for B-BBEE purposes.
4. This Practice Guide replaces Practice Guide 01 of 2018 as of **01 November 2022**.

A. Purpose of this practice guide

5. The B-BBEE Commission has over the years continued to be inundated with requests from various stakeholders to confirm validity of B-BBEE certificates, sworn affidavits and CIPC certificates, which process has resulted in the B-BBEE Commission issuing a number of advisory letters to the affected entities to advise of invalidity of such documentation and the need to withdraw the invalid B-BBEE verification certificates or sworn affidavits/CIPC certificates. Thus, the purpose of this Practice Guide is to set out the approach for stakeholders to determine the validity of B-BBEE certificates or sworn affidavits/CIPC certificates for consistency.
6. The five elements of B-BBEE adopted in the Codes of Good Practice (the Codes) each have a specific purpose and together provide an integrated intervention to empower black people as envisaged in the Act. Further, the Act allows for B-BBEE verification, which is a measure used to determine compliance with the Act, and results in the issuing of a B-BBEE verification certificate.
7. A B-BBEE verification certificate, a sworn affidavit and a B-BBEE certificate issued by the CIPC is evidence of a measured entity's compliance with the 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 Act.
8. It is contrary to the Act for a measured entity to trade with an invalid/inconclusive or incorrect B-BBEE verification certificate or sworn affidavit/CIPC certificate. The preferential procurement spend or economic activity that was directed by measured entities to a supplier or entity on the basis of an invalid B-BBEE document cannot be recognised during a B-BBEE measurement process, therefore, it is critical to determine the validity of B-BBEE verification certificates or sworn affidavits/CIPC certificates presented by measured entities in order to access an economic opportunity both in the public and private sector.

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

9. 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.
10. 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.

11. The Department of Trade, Industry and Competition (**the dtic**) has designed sworn affidavit templates and qualifying measured entities must use these templates, which can be accessed on **the dtic** website. It is acceptable to use the templates on the letterhead of the measured entity.
12. 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.
13. The exception to this is only with regard to the Transport Sector where EMEs have a choice of obtaining accounting officer letter or get verified and be issued with a B-BBEE verification certificate by a SANAS accredited professional or agency because the Integrated Transport Sector Code has not been aligned to the amended Generic Codes.
14. 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 Generic Codes and the Financial Services Sector Code have granted an option to 51% and 100% black owned QSEs to undergo a verification process from a SANAS accredited verification professional if they so choose. 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 must be completed.
- b) Designation of the deponent as either the director, owner or member must be indicated in order to know that the person deposing to the sworn affidavit is duly authorised. A deponent is able to tick more than one option if the person is a director and owner of the entity.
- c) Name of enterprise must be cited as per the enterprise registration documents issued by the CIPC, where applicable, including the enterprise business address.
- d) Percentage of ownership held by black people, black female and black designated groups. For designated groups, the percentage must be indicated for each sub-category or nil where there is none. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected.
- e) Indicate the total annual revenue for the year under review and whether it is based on audited financial statements or financial statements or management accounts. Please select one option.
- f) Indicate the full financial year end (day/month/year) as per the enterprise's registration documents, which was used to determine the total revenue. This must be the recent financial year end.
- g) Select the B-BBEE Status level based on black ownership percentage. An enterprise can only have one B-BBEE status level.
- h) Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for which the empowering supplier status is based on.
- i) Date of signature for both the deponent and Commissioner of Oath must be the same. If using the first **dtic** template for sworn affidavits, where provision is not made for Commissioner of Oath signature date, the date of the deponent will be regarded by default as the signature date for Commissioner of Oath.
- 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. Please note that the B-BEE Act does not determine the qualification for Commissioner of Oaths, this is done in terms of the Justice of Peace and Commissioners' of Oaths Act, 1963 (Act No. 16 of 1963) which is administered by the Department of Justice and Constitutional Development (DOJ & CD). Therefore any queries regarding the legitimacy of a Commissioner of Oath need to be directed to DOJ & CD.
- k) A B-BBEE sworn affidavit is valid for a period of 12 months calculated from the date the sworn affidavit was commissioned, for example, if the sworn affidavit is commissioned on 12 August 2022, it will expire on 11 August 2023.

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

18. **the dtic** 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 B-BBEE 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), 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.
 - 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 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 dtic** logo on the top left corner, and CIPC logo on the top right corner.
- i) CIPC watermark.

D. 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 Regulator that may be appointed by the Minister of Trade, Industry and Competition.
- 23. B-BBEE 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) and 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 R47-03). Important to note that a verifier is not to provide clarity or opinion on interpretation of any B-BBEE matter as 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) The name and identifiable physical location(s) of the measured entity as per the CIPC records.

- b) The registration and VAT number of the measured entity.
- c) The dates of granting of the B-BBEE score/the period of validity, which is the initial issue date (e.g. 7 October 2021 to 6 October 2022) and the expiry date of the verification certificate.
- d) The revision or reissue date if applicable. .
- e) A unique identification number including revision number if applicable.
- f) The standard and/or normative document, including the issue and/or revision used to evaluate the client (amended codes / specialised or respective sector codes).
- g) The name and/or mark/logo of the B-BBEE verification agency.
- h) The scorecard against which the measured entity has been verified (Generic / QSE).
- i) The B-BBEE status level.
- j) The SANAS Accreditation Symbol on the verification certificate.
- k) The B-BBEE procurement recognition level.
- l) Score per element including total score achieved.
- m) Black ownership percentage.
- n) Black Female ownership percentage.
- o) Black designated group percentage:
 - Black Youth percentage
 - Black Disabled percentage
 - Black Unemployed percentage
 - Black People living in Rural areas percentage
 - Black Military Veterans percentage
- u) Modified flow has been applied, indicate yes or no.
- v) Exclusion principle used, indicate yes or no.
- w) Recent financial year end used (day/month/year).
- x) Discounting principle used, indicate yes / no.
- y) Empowering Supplier status, indicate yes / no.
- z) Name and signature of technical signatory
- aa) Amendments to certificate to be clearly documented.
- bb) A consolidated certificate to state as such and refers to attachment of the measured entities that are consolidated with registration and vat numbers.
- cc) In terms of the reflection of the level and points on the B-BBEE verification certificate, the following is applicable:
 - Participated in Y.E.S Initiative yes / no
 - Achieve Y.E.S Target and 2.5% Absorption yes / no
 - Achieve 1.5 x Y.E.S Target and 5% Absorption yes / no
 - Achieve Double Y.E.S Target and 5% Absorption yes / no

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 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 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/CIPC B-BBEE certificate.
29. It is also the responsibility of the recipient or user of the B-BBEE verification certificate or sworn affidavit/CIPC certificate to specify if measured entities ought to furnish an original or copy including certified copy of the B-BBEE verification certificate or sworn affidavit/CIPC certificate.

E. Penalties as per the B-BBEE Act

30. Trading with an invalid or fraudulent B-BBEE certificate or sworn affidavit/CIPC certificate may constitute an offence in terms of Section 13O (1) (a) of the B-BBEE Act, which state 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.
31. If an entity is found to have violated the B-BBEE Act, the B-BBEE Commission is empowered to act accordingly as guided by the B-BBEE Act and this can result in the entity that violated the B-BBEE Act to 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.

32. 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.
33. This Practice Guide is issued as a guide purely to assist with the interpretation and testing the validity of a B-BBEE verification certificates and sworn affidavit/CIPC certificates, and does not constitute a legal document or ruling of the B-BBEE Commission.
34. 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.
35. For any queries or further clarity on this Practice Guide, kindly feel free to contact us at the following contact details:

B-BBEE Commission

Private Bag X31

Pretoria

0001

Telephone: +27 12 394 1535 or +27 82 903 6398

Email: MRamare@beecommission.gov.za

Issued by the B-BBEE Commission

19 October 2022

The Contract

C1.2: Contract Data Part 1 and 2

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:

Upgrade of the North Groyne Promenade in the Port of Durban for a period of ten (10) Months

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

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:



Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the *Contractor* the amount 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 fulfill 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).



TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2024/03/0007/59398/RFP
 DESCRIPTION OF THE WORKS: UPGRADE OF THE NORTH GROUYNE PROMENADE IN THE
 PORT OF DURBAN FOR A PERIOD OF TEN (10) MONTHS

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**

Name & signature of witness

(Insert name and address of organisation)

Date



Schedule of Deviations

Note:

1. To be completed by the *Employer* prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the *Employer* prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A 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)

Transnet SOC Ltd

Name & signature of witness

Date



C1.2 Contract Data

Part one - Data provided by the *Employer*

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

of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)



TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2024/03/0007/59398/RFP
 DESCRIPTION OF THE WORKS: UPGRADE OF THE NORTH GROUYNE PROMENADE IN THE
 PORT OF DURBAN FOR A PERIOD OF TEN (10) MONTHS

10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street, Braamfontein, JOHANNESBURG, 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority Transnet SOC Ltd Queens Warehouse 237 Mahatma Gandhi Road, Port of Durban 4000
10.1	The <i>Project Manager</i> is: (Name)	Sizwe Khumalo
	Address	Transnet National Ports Authority 237 Mahatma Gandhi Road, Queens Warehouse Port of Durban 4000
	Tel	TBA
	e-mail	TBA
10.1	The <i>Supervisor</i> is: (Name)	Mawabo Tyebi
	Address	Transnet National Ports Authority 237 Mahatma Gandhi Road, Queens Warehouse Port of Durban 4001
	Tel No.	TBA
	e-mail	TBA
11.2(13)	The <i>works</i> are	Upgrade of the North Groyne Promenade in the Port of Durban.
11.2(14)	The following matters will be included in the Risk Register	Working in an operational area



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11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1." Description of the Site and its surroundings"						
11.2(16)	The Site Information is in	Part C4						
11.2(19)	The Works Information is in	Part C3						
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.						
13.1	The <i>language of this contract</i> is	English						
13.3	The <i>period for reply</i> is	2 weeks						
2	The Contractor's main responsibilities	No additional data is required for this section of the conditions of contract.						
3	Time							
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	30 May 2025						
30.1	The <i>access dates</i> are	<table border="1"> <thead> <tr> <th>Part of the Site</th> <th>Access Date</th> </tr> </thead> <tbody> <tr> <td>1) 70% of the Works/Site</td> <td>01 August 2024</td> </tr> <tr> <td>2) 30% of the Works/Site</td> <td>01 October 2024</td> </tr> </tbody> </table>	Part of the Site	Access Date	1) 70% of the Works/Site	01 August 2024	2) 30% of the Works/Site	01 October 2024
Part of the Site	Access Date							
1) 70% of the Works/Site	01 August 2024							
2) 30% of the Works/Site	01 October 2024							
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 (two) weeks of the Contract Date.						
31.2	The <i>starting date</i> is	31 July 2024						
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Two (2) weeks.						
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.							
4	Testing and Defects							
42.2	The <i>defects date</i> is	52 (fifty-two) weeks after Completion of the whole of the works.						
43.2	The <i>defect correction period</i> is	2 (two) weeks						
5	Payment							



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50.1	The <i>assessment interval</i> is	25th (twenty-five) day of each successive month. monthly on the
51.1	The <i>currency of this contract</i> is	South African Rand. the
51.2	The period within which payments are made is	Payment will be affected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of the Rand Merchant Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius the number of days with snow lying at 08:00 hours South African Time. and these measurements: N/a
	The place where weather is to be recorded (on the Site) is:	The <i>Contractor's</i> Site establishment area
	The <i>weather data</i> are the records of past <i>weather measurements</i> 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.
7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None



84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
1	Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
2	Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.



Note:

The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."

84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is

The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.

The *Contractor* provides these additional Insurances

- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
- 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.**



		<p>5 Protection and Indemnity Insurance in respect of all cranes utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 10,000,000</p> <p>6 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 <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i>.</p>
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract
9	Termination	There is no additional Contract Data required for this section of the <i>condition of contract</i>.
10	Data for main Option clause	
B	Priced contract with Bill of Quantities	No additional data is required for this Option.



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60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Durban, KwaZulu Natal, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	The Chairman of the Association of Arbitrators (Southern Africa)
	- if the arbitration procedure does not state who selects an arbitrator, is	
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X2.1	The <i>law</i> of the project is	South African Law
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R9000 per day
X13	Performance bond	



X13.1 The amount of the performance bond is **5% of the offered total of the Prices (including VAT)**

X16 Retention

X16.1 The retention free amount is **Nil**

The retention percentage is **5% on all payments certified.**

X18 Limitation of liability

X18.1 The *Contractor's* liability to the **Nil**
Employer for indirect or
 consequential loss is limited to:

X18.2 For any one event, the
 Contractor's liability to the **The deductible of the relevant insurance policy**
 Employer for loss of or
 damage to the Employer's
 property is limited to:

X18.3 The *Contractor's* liability for
 Defects due to his design **The cost of correcting the Defect**
 which are not listed on the
 Defects Certificate is limited
 to:

X18.4 The Contractor's total liability
 to the Employer for all **The Total of the Prices**
 matters arising under or in
 connection with his contract,
 other than excluded matters,
 is limited to:



Z Additional conditions of contract are:

Z1 Additional clause relating to Performance Bonds and/or Guarantees

Z1.1

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*.

Z2 Additional clauses relating to Joint Venture

Z2.1

Insert the additional core clause 27.5

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

- A brief description of the Contract and the Deliverables;
- The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;
- The constituent's interests;
- A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;
- Details of an internal dispute resolution procedure;
- Written confirmation by all of the constituents:



- i. of their joint and several liabilities to the Employer to Provide the Works;
- ii. identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;
- iii. Identification of the roles and responsibilities of the constituents to provide the Works.
 - Financial requirements for the Joint Venture:
- iv. The working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guarantee 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.

Z2.2

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.

Z3 Additional obligations in respect of Termination

Z3.1

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:

- vi. commenced business rescue proceedings (R22)
- vii. repudiated this Contract (R23)

Z3.2 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"

Z3.3

Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."



**Z4 Right Reserved by the
 Employer to Conduct
 Vetting through SSA**

Z4.1

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.
-

**Z5 Additional Clause Relating
 to Collusion in the
 Construction Industry**

Z5.1

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.

**Z6 Protection of Personal
 Information Act**

Z6.1

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.

Z7 Transfer of rights

The *Employer* owns the *Contractor's* rights over materials 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 Sub*Contractor* or third party equivalent rights for the *Employer* of the material prepared by the Sub*Contractor*. The *Contractor*



material prepared by the *SubContractor* provides to the Employer the documents which transfer these rights to the *Employer* at no costs to the *Employer*.

Z8 **The first assessment interval**

Z8.1

In the event 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".

Z9 **Obligations in respect of Subcontracting**

Z9.1

In *Contractor* Subcontracting percentage as detailed in the tender submission under specific goals 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 the material term of the contract, which may constitute a reason for termination.

Z9.2

The *Contractor* shall report to the *Employer* on a monthly basis during the term of the Contract, the amounts spent on each sub-contractor.

Z9.3

Insert addition to Clause 26.2. The *Contractor* may not replace any sub-contractor without acceptance of the *Project Manager*. The *Project Manager* shall before acceptance of a replacement by the *Contractor* of any sub-contractor as detailed in the tender submission under **Specific Goals**, obtain representations or input from the initial subcontractor to make an informed decision as to the proposed replacement. The sub-contracting arrangement/contract remains between the *Contractor* and sub-contractor.

Z9.4

The *Contractor* shall provide to the *Employer*, upon receiving an instruction to do so, 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 subcontracting percentage.

Z9.5

The *Contractor* shall provide the said documentation and/or evidence within the period stated in the instruction. The provision of the documentation and/or evidence shall not constitute a compensation event.

Z10 **Obligations in respect of
Job Creation**

Z10.1

The *Contractor's* Subcontracting percentage as detailed in the tender submission Returnable under **Specific Goals** 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 the material term of the contract, which may constitute a reason for termination.

Z10.2

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.

Z10.3

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.2.2-28 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.

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

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:	



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		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
B	Priced contract with bill of quantities			
11.2(21)	The <i>bill of quantities</i> is in			
11.2(31)	The tendered total of the Prices is	(in figures)	(in words), excluding VAT	
41 in SSSC	The percentage for people overheads is:	%		
21 in SSSC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSSC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SSSC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate



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62	in	The percentage for design overheads is	%
SSCC			
63	in	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:	
SSCC			

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 Performance Guarantee is provided here for convenience but is to be treated as part of the Works Information.

The organisation providing the Performance 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.



Pro forma Performance Guarantee (for use with Option X13)

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

Transnet National Ports Authority, a division of Transnet
 SOC Limited
 eMendhi Building
 Port of Ngqura
 Gqeberha

Date:

Dear Sirs,

Performance Guarantee for Contract No: TNPA/2024/03/0007/59398/RFP

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

{Transnet SOC Ltd, 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 provide the following Performance Guarantee, as required under the above Contract, subject to the following conditions:

1. Any reference in this Performance Guarantee to the above Contract / works is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a Suretyship.
2. The Guarantor's obligation under this Performance Guarantee is restricted to the payment of money.
3. The terms *Employer*, *Contractor*, *Project Manager*, *works* and *Completion* have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
4. We renounce all benefits from any legal exceptions which might or could be pleaded against the validity of this Performance Guarantee.
5. 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 Guarantee.



6. This Performance Guarantee 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 its obligations under the Contract, or
 - the date that the Guarantor issues a replacement Performance Guarantee for such lesser or higher amount as may be required by the *Project Manager*.
7. Always provided that this Performance Guarantee 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 Guarantee shall remain in force until all such claims are paid and settled.
8. Subject to the Guarantor's total liability referred to in clause 9 below, the Guarantor undertakes to pay the *Employer* the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the *Project Manager* to the Guarantor calling up this Performance Guarantee stating that:
- 8.1 The Contract has been terminated due to the *Contractor's* default or failure to fulfil its obligations under the Contract and that the Performance Guarantee is called up in terms of this clause 8. A copy of the termination certificate shall be enclosed with the demand;
9. Our total liability hereunder shall not exceed the Guaranteed Sum of:
- (say) _____
- R _____
10. This Performance Guarantee 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.
11. This Performance Guarantee, accompanied by the required demand notice and termination certificate as per clause 8, shall be regarded as a liquid document for the purpose of obtaining a court order.

Signed at _____ on this _____ day of _____ 202_

Signature(s)	_____
Name(s) (printed)	_____
Position in Guarantor company	_____
Signature of Witness(s)	_____
Name(s) (printed)	_____

Part C2: Pricing Data

C2.1 Pricing Instructions – Option B

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	4
C2.2	The <i>bill of quantities</i>	23

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, April 2013 (ECC) Option B states:

Identified and defined terms	11	
	11.2	(21) The Bill of Quantities is the <i>bill of quantities</i> 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 <ul style="list-style-type: none">• the quantity of the work which the <i>Contractor</i> 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 <i>Contractor</i> has completed except the Preliminary and General Items. Completed work is work without Defects that either would 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 (April 2013) 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 bills of quantities. On the other hand, because ECC3 caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement 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

2.2 Symbols

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

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre

MPa	megapascal
No.	number
Prov sum	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 The Preliminary and General Items (Section 1) shall be priced in accordance with the 'Scope of Work' and other contractual obligations required to complete the work. Fixed preliminary items will be evaluated and paid on a proven cost basis and limited to the tendered amount.

Time related preliminary items would be paid on the proportion of the following:

- Value of the price for work done to date per the *Project Managers* assessment (excluding activities directly relating to materials, escalation & compensation events) over the contract value excluding preliminaries cost.

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

2.2.3 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.

2.2.4 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.

2.2.5 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, and 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.

2.2.6 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.

2.2.7 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.

2.2.8 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.

2.2.9 The price against each item shall be deemed to take cognizance of the preambles and supplementary preambles within the *bill of quantities*, works information and all other documentation attached to the tender document.

2.2.10 All fluctuations in foreign exchange rates will only be applied on a proven cost basis to the actual cost of the imported materials excluding any mark-ups, labour and pro

C2.2 Bill of Quantities



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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SECTION NO. 1 : PRELIMINARIES</u> <u>BILL NO.1 : PRELIMINARIES</u>				
	<u>PREAMBLES</u>				
	<u>Fixed preliminary items</u> Fixed preliminary items will be valued and paid on a proven cost basis up to the total value				
	<u>Time related preliminary items</u> Time related preliminary items will be paid on the proportion of: Value of the price of work done to date per the Project Manager's assessment (excluding activities directly related to materials, escalation and compensation events) over the contract value excluding preliminaries costs				
	<u>Fixed Preliminary Items</u>				
1	Contractual requirements, sureties & insurance	Item	1		
2	Proving of existing services	Item	1		
	<u>Establishment of facilities on site</u>				
3	Offices for engineer, staff	Item	1		
4	Notice boards, etc.	Item	1		
	<u>Facilities for the Contractor</u>				
5	Tools and Equipment	Item	1		
6	Workshops	Item	1		
7	Ablutions and latrine facilities	Item	1		
8	Water Supplies, electric power and communications	Item	1		
9	Offices and storage sheds	Item	1		
10	Dealing with dust	Item	1		
11	Equipment	Item	1		
12	Access	Item	1		
13	Removal of site establishment	Item	1		
	<u>Other Fixed-charge obligations</u>				
14	Health and safety	Item	1		
15	Environmental	Item	1		
16	Dealing with traffic	Item	1		
17	As Built surveys	Item	1		
18	Security	Item	1		
	Carried forward				



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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward				
19	Time related obligations	Item	1		
	Carried to Final Summary			R	



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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><u>SECTION NO. 2 : EXTERNAL WORKS</u> <u>BILL NO. 1: SITE WORKS (PROVISIONAL)</u></p> <p><u>PREAMBLES</u></p> <p>The Contractor is Referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>All demolition items are deemed to be include the cost of carting away all materials, off site to an</p> <p>All materials and breaking up removed off site to an approved dump site, including all necessary dump charges,etc</p> <p><u>REMOVAL OF EXISTING WORK</u></p> <p><u>Saw cut existing surfaces</u></p>				
1	<p>Saw-cut existing asphalt approximately 50-80mm thick</p> <p><u>Breaking up 50-80mm thick premix including removal etc.</u></p>	m	100		
2	<p>50-80mm Thick premix in roadways</p> <p><u>Breaking up 110mm Fig 12 concrete kerb including removal etc.</u></p>	m ²	4000		
3	<p>110 x 110mm Brick kerbs with mortar joints and concrete bedding</p> <p><u>Removal of existing existing wooden rope barrier fence</u></p>	m	420		
4	<p>1000mm high wooden barrier fence 1000mm</p> <p><u>Removal of PVC balustrades including making good all work disturbed.</u></p>	m	120		
5	<p>Take out and remove 750 mm high PCV balustrades including all necessary fixings, base plates, levelling</p> <p><u>Removal of existing fence and gate</u></p>	m	210		
6	<p>Take out and remove existing double swing gate with overall size 8000 x 1800mm high including setting aside for re-use later</p>	No	1		
7	<p>Take out and remove existing Clearview fence including posts and demolition of bases and set aside fencing for re-use later</p>	m	10		
	Carried forward				



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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward				
	<u>Alteration of existing manholes</u>				
8	Raise existing manholes in various sizes to the new finish floor level	No	20		
	Carried to Section Summary			R	



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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><u>SECTION NO. 2 : EXTERNAL WORKS</u> <u>BILL NO. 2: SITTING AREA EARTHWORKS</u> <u>(PROVISIONAL)</u></p> <p><u>PREAMBLES</u></p> <p>The Contractor is Referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>View site</u></p> <p>Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained</p> <p><u>General</u></p> <p><u>Carting away of excavated material</u></p> <p>Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site</p> <p>All rates for excavations shall be deemed to include stock piling of material on site for either backfilling or carting away off site, etc.</p> <p><u>SITE CLEARANCE, ETC</u></p> <p><u>Site clearance</u></p>				
1	<p>Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc. and trees not exceeding 200mm girth</p>	m ²	7600		
	<p><u>BULK EXCAVATION, FILLING, ETC</u></p> <p><u>EXCAVATION, FILLING, ETC.</u></p> <p><u>Excavation in earth not exceeding 2m deep</u></p>				
2	Trenches	m ³	25		
3	Reduced levels under floors and stockpile on site	m ³	1500		
	Carried forward				



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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward				
	<u>Extra over all excavation for carting away</u>				
4	Off site to a dumping site to be located by the Contractor	m ³	522		
5	Extra over cart away for cart away of contaminated materials including any necessary treatment prior to disposal	m ³	209		
	<u>Risk of collapse of excavations</u>				
6	To sides of excavation	m ²	785		
	<u>Dewatering of seepage water and water from other sub-soil sources for duration of construction</u>				
7	Provide pumps including all necessary hoses ,coupling etc. And allow for setting up in various positions of excavations and pumping of subsoil water including disposal into nearby sources as per Works Information (WI)	Sum	1		
	<u>Filling, etc.</u>				
	<u>Selected earth filling obtained from stock piles on site, including haulage stockpiles</u>				
8	Under concrete sitting area compacted to 93% Mod AASHTO density in 150mm layers	m ³	136		
9	<u>Earth filling obtained from commercial sources supplied by the contractor under promenade</u>				
10	Base course of G2 material imported from commercial sources, compacted to 88% bulk density under promenade sitting area	m ³	136		
11	Sub-base course of G5 material imported from commercial sources, compacted to 95% Mod AASHTO density under promenade sitting area	m ³	136		
	<u>Prescribed density tests on filling</u>				
10	Modified AASHTO Density' test	No.	20		
11	CBR tests	No.	20		
	<u>Compaction of surfaces</u>				
12	Compaction of ground surface under floors etc. including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 98% Mod AASHTO density	m ²	1000		
	Carried to Section Summary			R	



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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><u>SECTION NO. 2 : EXTERNAL WORKS</u> <u>BILL NO. 3: CONCRETE, FORMWORK AND REINFORCEMENT</u></p> <p><u>PREAMBLES</u></p> <p>The Contractor is Referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Cost of tests</u></p> <p>The costs of making, storing and testing of concrete test cubes as required under clause 7 'Tests' of SANS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Engineer. The testing shall be undertaken by an independent firm or institution nominated by the Contractor to the approval of the Engineer (Test cubes are measured separately)</p> <p><u>Formwork</u></p> <p>Descriptions of formwork shall be deemed to include use and waste only (except where described as left in or permanent), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use</p> <p>Formwork to sides of bases, ground beams, etc., have been measured provisionally and will only be paid for where it is specifically prescribed by the Project Manager for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in Earthworks</p> <p><u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u></p> <p><u>15Mpa/19mm Concrete</u></p>				
1	50 mm Surface blinding to trenches and seating	m ³	13		
	<p><u>REINFORCED CONCRETE CAST ON/IN FORMWORK</u></p> <p><u>30 MPa/19mm Concrete</u></p> <p style="text-align: right;">Carried forward</p>				



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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward				
2	Promenade staircases and steps	m ³	377		
3	Foundation	m ³	5		
4	Ramp	m ³	6		
5	Walls	m ³	24		
	<u>CONCRETE SUNDRIES</u>				
	<u>Finishing top surfaces of concrete</u>				
6	Steel float to concrete seating	m ²	1400		
	<u>Test cubes</u>				
7	Making and testing set of three 150 x 150 x 150mm concrete strength test cubes. (Provisional)	Sets	55		
	<u>SMOOTH FORMWORK (DEGREE OF ACCURACY II)</u>				
	<u>Smooth formwork to external sides</u>				
8	To ends of concrete seating's	m ²	10		
9	Walls	m ²	120		
	<u>Special formwork to sides</u>				
10	Risers	m ²	260		
	<u>Smooth formwork to sides</u>				
11	Steps	m ²	3		
	<u>MOVEMENT JOINTS ETC</u>				
	<u>Saw -cut joints</u>				
12	12 x 100mm deep saw-cutting joint in reinforced	m	7		
	<u>Expansion joints with 12mm soft board bitumen impregnated soft board closed cell expanded polyethylene including a 20mm thick seal with 'Sikaflex' between vertical concrete and brick surfaces</u>				
13	Not exceeding 300mm high to edges of surface beds	m	7		
	<u>REINFORCEMENT (PROVISIONAL)</u>				
	<u>High tensile steel reinforcement to structural</u>				
14	In various diameters and lengths	Tonnes	2.2		
	Carried forward				



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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward				
	<u>Mild tensile steel reinforcement to structural</u>				
15	In various diameters and lengths	Tonnes	2.2		
	<u>Fabric reinforcement</u>				
16	395 Mesh fabric reinforcement in concrete slabs etc.	m ²	1232		
17	193 Mesh fabric reinforcement in concrete seating's etc.	m ²	70		
	Carried to Section Summary			R	



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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><u>SECTION NO. 2 : EXTERNAL WORKS</u> <u>BILL NO. 4: METALWORK</u></p> <p><u>PREAMBLES</u></p> <p>The Contractor is Referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Descriptions of bolts, anchors, etc.</u></p> <p>Descriptions of bolts shall be deemed to include nuts and washers</p> <p><u>STEEL HANDRAILS</u></p> <p><u>GALVANISED STEEL HANDRAILS</u></p> <p>1 50mm Diameter grade 316 stainless steel tubing with polished finish for uprights and midrails manufactured in various lengths and configurations etc., including fixing approximately 150mm deep in concrete pockets and including all necessary fixings, cover plates etc., all in accordance with drawing No (XDNE048-1-000-A-DE-0001-01)</p> <p><u>STEEL BALUSTRADES</u></p> <p><u>GALVANISED STEEL BALUSTRADES</u></p> <p><u>Welded balustrades to walkways</u></p> <p>2 Approximately 1080mm high formed of 75 x 75mm posts at 500mm centres with steel caps including 150 x 150mm base plate with 4 number holes welded to post with galvanised mesh 900mm high fixed between post, all in accordance with drawing no (XDNE048-1-000-A-DE-0001-01)</p>				
	Carried to Section Summary			R	



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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><u>SECTION NO. 2 : EXTERNAL WORKS</u> <u>BILL NO. 5: ROADWORK AND PAVING</u></p> <p><u>PREAMBLES</u></p> <p>The Contractor is Referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Testing of material and filling</u></p> <p>Descriptions of earth filling, compaction, etc. shall be deemed to include for all necessary testing required in accordance with the SABS 1200 & SANS 2001 series</p> <p><u>Precast concrete block road surfacing</u></p> <p>Paving shall be laid in accordance with SABS 1200 MJ, SA NS 1058 and the Concrete Masonry Association's specifications</p> <p>Paving shall be laid to herringbone colour pattern on thick (thickness after final compaction) clean river 20mm (preparation of ground or filling elsewhere)</p> <p>Block Type S-A Concrete block pavers (200 x 100 x 80mm thick interlocking concrete blocks., 40Mpa strength suitable for use in heavy duty pavements</p> <p><u>Excavation in earth not exceeding 2m deep</u></p> <p><u>Over site to reduce levels and dispose in prescribed stock piles on site</u></p>				
1	<p>Promenade roadway, walkways etc.</p> <p><u>Extra over all excavations for carting away</u></p>	m ³	4524		
2	<p>Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor</p>	m ³	1960		
3	<p>Extra over cart away for cart away of contaminated materials including any necessary treatment prior to disposal</p> <p><u>Keeping excavations free of water</u></p>	m ³	980		
4	<p>Provide pumps including all necessary hoses ,coupling etc. And allow for setting up in various positions of excavations and pumping of subsoil water including disposal into nearby sources as per Works Information (WI)</p>	Sum	1		
	Carried forward			R	



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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward			R	
	<u>Selected earth filling obtained from stock piles on site, including haulage stockpiles</u>				
5	Under promenade roadway etc. compacted to 93% Mod AASHTO density in 150mm layers	m ³	560		
	<u>Earth filling obtained from commercial sources supplied by the contractor under promenade</u>				
6	Filling of C1 material imported from commercial sources, compacted to 97-98% Mod AASHTO density under promenade roadway	m ³	1365		
7	Sub-base course of G2 material imported from commercial sources, compacted to 88% bulk density under promenade roadway	m ³	585		
8	Sub-base course of G5 material imported from commercial sources, compacted to 95% Mod AASHTO density under promenade roadway	m ³	585		
9	Selected Sub-grade/ Capping course of G7 material imported from commercial sources, compacted to 95% Mod AASHTO density under promenade roadway	m ³	1170		
	<u>Compaction of surfaces</u>				
10	Compaction of ground surface under floors etc. including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 98% Mod AASHTO density	m ²	3900		
	<u>Additional tests required by the engineer</u>				
11	DCPs and Mod Tests (Approximately 9 DCPs and 2 Mods)	Sum	1		
	<u>80mm Thick 40Mpa precast concrete interlocking block paving of 200 x 100mm grey paving blocks in accordance with SANS 1058, laid to falls on and including 30mm thick sand layer with joints filled in with sand, compacted with a vibration compactor</u>				
12	Paving to promenade walkway etc. to falls	m ²	1474		
	<u>80mm Thick 40Mpa precast concrete interlocking block paving of 200 x 100mm red paving blocks in accordance with SANS 1058, laid to falls on and including 30mm thick sand layer with joints filled in with sand, compacted with a vibration compactor</u>				
13	Paving to promenade walkway etc. to falls	m ²	921		
	Carried forward			R	



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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward			R	
14	<p><u>80mm Thick 40Mpa precast concrete interlocking block paving of 200 x 100mm apricot paving blocks in accordance with SANS 1058, laid to falls on and including 30mm thick sand layer with joints filled in with sand, compacted with a vibration compactor</u></p> <p>Paving to promenade walkway etc. to falls</p>	m ²	921		
15	<p><u>80mm Thick 40Mpa precast concrete interlocking block paving of 200 x 100mm charcoal paving blocks in accordance with SANS 1058, laid to falls on and including 30mm thick sand layer with joints filled in with sand, compacted with a vibration compactor</u></p> <p>Paving to promenade walkway etc. to falls</p> <p><u>Precast concrete finished smooth on exposed surfaces, including bedding, jointing and pointing</u></p>	m ²	369		
16	<p>150 x 300mm High kerbs (SANS 927 fig 12) with 150 x 150 x 300mm unreinforced concrete hunching at back of each joint, including excavation, backfilling, etc.</p> <p><u>Contractor to provide a sample of the concrete paving pattern module for approval</u></p>	m	378		
17	Sample	m ²	138		
	Carried to Section Summary			R	



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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><u>SECTION NO. 2 : EXTERNAL WORKS</u></p> <p><u>BILL NO. 6: SUBSOIL DRAINAGE</u></p> <p><u>PREAMBLES</u></p> <p>The Contractor is Referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>High density polyethylene (HDPE) pipes and fittings</u></p> <p>Pipes shall be type IV and of the class specified with Plasson or "Alprene" compression fittings</p>				
1	Excavation in earth not exceeding 1m deep for pipe	m ³	4		
2	Backfilling to pipe trenches	m ³	3.8		
3	6mm Crushed stone encasing to pipes	m ³	3.7		
4	A10 geofabric filter blanket wrapped around 300x300mm stone encasing with 200mm side and 250mm end laps, including stitching	m ²	240		
	<u>HDPE pipes</u>				
	<u>Slotted uPVC flexible drainage pipes</u>				
5	110mm Pipes laid in stone encasing (encasing elsewhere)	m	20		
	<u>Extra over HDPE pipes for fittings</u>				
	<u>Extra over slotted uPVC flexible drainage pipes</u>				
6	110mm Bend	No	1		
7	110mm Junction	No	1		
	Carried to Section Summary				
				R	



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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><u>SECTION NO. 2 : EXTERNAL WORKS</u> <u>BILL NO. 7: LANDSCAPING</u></p> <p>SUPPLEMENTARY PREAMBLES Landscaping specification</p> <p>Refer to the landscape architect's specification annexed to these bills of quantities which is supplementary to and shall take precedence over the "Model Preambles for Trades"</p> <p><u>Excavate in earth and dispose on site</u></p>				
1	To remove humps, form shallow ditches, etc.	m ²	2928		
	<u>Ground preparation</u>				
2	Cultivation and preparation of areas to be planted	m ²	2928		
	<u>100mm Topsoil supplied by the contractor (3 parts top soil, 1 part compost and 1 part milled pine bark), including spreading and levelling</u>				
3	In grassed areas and holes for trees, shrubs, etc.	m ³	293		
	<u>Grassing, ground covers, etc.</u>				
4	Dwarf Mondo approximately 500 x 500 x 50mm thick	m ²	2928		
	Carried to Section Summary			R	



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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	<p><u>SECTION NO. 2 : EXTERNAL WORKS</u> <u>BILL NO. 8: ELECTRICAL WORK</u></p> <p><u>PREAMBLES</u></p> <p>The Contractor is Referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Specifications, drawings, etc.</u></p> <p>(a) Ring main units, miniature substations, transformers, main low tension boards, distribution boards and bus bars between transformer and low tension boards calculated on the indices published by the Steel and Engineering Industries Federation of South Africa</p> <p>(b) Cables in excess of 16mm² calculated on the basis of proven cost</p> <p>(c) All other work calculated on the index for work</p> <p><u>Distribution boards etc.</u></p> <p>Rates for distribution boards etc. are to include for bus bars, jumpers, neutral bars, internal wiring and connections, circuit identification markers, control gear labels, circuit legend cards and working drawings</p> <p><u>Switches, socket outlets, etc.</u></p> <p>Rates for switches, socket outlets, etc. are to include for screwing to outlet boxes, connecting up and cover plates</p> <p><u>Light fittings</u></p> <p>Rates for light fittings are to include for hanging, fixing and connecting and for lamp holders and fluorescent tubes and lamps of the type and wattage described</p> <p><u>REMOVAL OF THE EXISTING ELECTRICAL INFRASTRUCTURE</u></p> <p>Removal of luminaires, spigot for mounting a light fittings and existing street light poles and returning them to TNPA Power Supplies and Service Depot. No:1 Kuwait road Fynnlands.</p> <p style="text-align: right;">Carried forward</p>	Sum	1	R	



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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward			R	
2	Disconnect all the existing cables that are feeding existing light poles, and returning them to TNPA Power Supplies and Service Depot. No:1 Kuwait road Fynnlands.	Sum	1		
	<u>EXISTING KIOSK</u>				
3	Refurbishment of the existing harbour kiosk to suit the new proposed layout as per drawing :XDNE025-1-000-E-LA-0001-01-and XDNE025-1-000-E-LA-0001-02 and as per TGC Specitication TPD - 002-DB SPEC	Sum	1		
4	Installation of new photo-cell to suit the new proposed layout as per drawing :XDNE025-1-000-E-LA-0001-02 and as per TGC Specitication TPD - 002-DB SPEC	No	1		
	<u>TRANCHING</u>				
5	Trenching (Excavating and backfilling) as per the trenching detail showed on drawing XDNE025-1-000-E-LA-0001-01 and the TPD-003-CABLESPEC.	m³	92.4		
	Core-drill the side of the manhole to install 110mm PVC sleeves for cable installation	sum	1		
	Core-drill the side of the manhole to install 110mm PVC sleeves for cable installation	m	460		
	<u>SAWCUT EXISTING SURFACES</u>				
	50mm- 80mm Pre-mix	m	440		
	<u>STREET LIGHTING</u>				
8	Supply and install similar or equal approved to LEDLUME midi 64 LEDs, 140W,700mA OPTIC 5119, with 16886 lumens output as illustrated in drawing no: XDNE025-1-000-E-LA-0001-01	No	25		
9	Supply and installation of Photo-cell as illustrated in drawing no: XDNE025-1-000-E-LA-0001-02	No	1		
10	Supply, deliver and installation of galvanised steel 10m mounting height street light poles, painted white, complete with luminaire mounting spigots for mounting 2 luminaires, 2.5mm² trailing cable and protection switchgear inside the pole as illustrated in drawing no: XDNE025-1-000-E-LA-0001-01.	No	9		
11	Supply, deliver and installation of galvanised steel 9m mounting height street light pole complete with luminaire mounting spigots for mounting 1 luminaires, 2.5mm² trailing cable and protection switchgear inside the pole as illustrated in drawing no: XDNE025-1-000-E-LA-0001-01.	No	3		
	Carried forward			R	



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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward			R	
	<u>WALL LINING</u>				
	Supply, deliver and installation of galvanised steel 9m mounting height street light pole complete with luminaire mounting spigots for mounting 1 luminaires, 2.5mm ² trailing cable and protection switchgear inside the pole as illustrated in drawing no: XDNE025-1-000-E-LA-0001-01.	No	110		
	<u>LOW VOLATAGE CABLING</u>				
13	Supply,Delivery and installation of 10mm ² , 4-Core,ECC,PVC,SWA copper cable as per drawing: XDNE025-1-000-E-LA-0002-01 to XDNE025-1-000-E-LA-0002-06	m	1100		
14	Supply,Delivery and installation of 6mm ² , 4-Core,ECC,PVC,SWA copper cable as per drawing: XDNE025-1-000-E-LA-0002-01 to XDNE025-1-000-E-LA-0002-06	m	660		
	Supply,Delivery and installation of 4mm ² , 4-Core,ECC,PVC,SWA copper cable as per drawing no:XDNE025-1-000-E-LA-0002-03 to XDNE025-1-000-E-LA-0002-06	m	930		
	Supply,Delivery and installation of 2.5mm ² , 2-Core, Red & Black Surfex Cable,PVC sheathed copper cable as per drawing no:XDNE025-1-000-E-LA-0002-03 to XDNE025-1-000-E-LA-0002-06	m	30		
	Supply,Delivery and installation of 2.5mm ² , 2-Core, White & Black Surfex Cable,PVC sheathed copper cable as per drawing no:XDNE025-1-000-E-LA-0002-03 to XDNE025-1-000-E-LA-0002-06	m	30		
	Supply,Delivery and installation of 2.5mm ² , 2-Core, Blue & Black Surfex Cable,PVC sheathed copper cable as per drawing no:XDNE025-1-000-E-LA-0002-03 to XDNE025-1-000-E-LA-0002-06	m	30		
	<u>LOW VOLATAGE CABLE TERMINATIONS</u>				
	10mm, 4-core, ECC, PVC, SWA, LV Cable Termination	No	2		
	6mm, 4-core, ECC, PVC, SWA, LV Cable Termination	No	8		
	4mm, 4-core, ECC, PVC, SWA, LV Cable Termination	No	24		
	Carried forward			R	



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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward			R	
	<u>LOW VOLATAGE CABLE JOINT</u>				
	10mm², 4-core, ECC, PVC, SWA, LV Cable Joint	No	1		
	6mm², 4-core, ECC, PVC, SWA, LV Cable Joint	No	1		
	<u>GENERAL PURPOSE JUNCTION BOXES</u>				
14	Supply,Delivery and installation of 3-way eqaul or similar approved to CCG Junction box fitted as per drawing no:XDNE025-1-000-E-LA-0001-01	No	3		
16	Supply,Delivery and installation of 2-way eqaul or similar approved to CCG Junction box fitted as per drawing no:XDNE025-1-000-E-LA-0001-01	No	1		
17	Supply,Delivery and installation of 4-way eqaul or similar approved to CCG Junction box fitted as per drawing no:XDNE025-1-000-E-LA-0002-03 to XDNE025-1-000-E-LA-0002-08	No	1		
18	Supply,Delivery and installation of 4-way No:2 equal or similar approved to CCG Junction box fitted as per drawing no:XDNE025-1-000-E-LA-0002-03 to XDNE025-1-000-E-LA-0002-06	No	10		
	Supply,Delivery and installation of 3-way equal or similar approved to CCG Junction box fitted with a 1A, 3-phase Circuit breaker with and terminal block as per drawing no:XDNE025-1-000-E-LA-0002-03 to XDNE025-1-000-E-LA-0002-06	No	97		
	<u>EARTHING AND LIGHTING PROTECTION</u>				
19	Supply and installation of Earthing and Lightning Protection. Supply and install stainless steel finials to be mounted on the new galvanized steel poles.	No	21		
	<u>Testing and Commissioning</u>				
20	Testing and Commissioning of complete installation in accordance to SANS 10142-1 including the issue of COC certificates	Sum	1		
	Carried to Section Summary			R	



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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><u>SECTION NO. 2 : EXTERNAL WORKS</u> <u>BILL NO. 9: FENCING</u></p> <p><u>PREAMBLES</u></p> <p>The Contractor is Referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Fence posts, stays, gates, etc. are to be galvanised</p> <p><u>Galvanised weld mesh fence with bitumen dipped steel standards and droppers and bitumen-aluminium painted (two coats) steel pipe posts, stays, gates, etc. including galvanised steel bolts, straining eye bolts, etc., site clearance and preparation of ground</u></p>				
1	<p>8000 x 1800m High double swing opening gate, including hinges, spring latch with catch, etc.</p> <p><u>76mm Diameter aluminium round tube boom gate manually operated complete with base, steel frame, assecories</u></p>	No	2		
2	6m boom gate	No	2		
	Carried to Section Summary			R	



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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><u>SECTION NO. 2 : EXTERNAL WORKS</u> <u>BILL NO. 10: PROVISIONAL SUMS</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>General</u></p> <p>Work for which budgetary allowances are provided and will be measured in accordance with the contract at rates (based on defined cost) agreed in terms of the contract following Project Managers Instruction (PMI) being issued. Payment of items will only be enforced once work is complete and Defect Free.</p> <p><u>BUDGETARY ALLOWANCES</u></p>				
1	Provide a sum of R 50,000.00 for supply and installation of bins	Item	1		50 000.00
2	Provide a sum of R 100,000.00 for supply and installation of signage	Item	1		100 000.00
3	Provide a sum of R 150,000,00 for sundry work	Item	1		150 000.00
4	Provide a sum of R 300,000,00 for sinkhole holes	Item	1		300 000.00
5	Budgetary allowance for building works to be used wholly or in part as directed by employers Engineer.	Item	1		250 000.00
	Carried to Section Summary			R	850 000.00



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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION NO. 2 : EXTERNAL WORKS				
	<u>SECTION SUMMARY</u>				
		Page			Amount
1	Site Works	4		R	
2	Earthworks	6		R	
3	Concrete Formwork & Reinforcement	9		R	
4	Metalwork	10		R	
5	Roadwork, Parking area and Paving	13		R	
6	Concrete Stormwater Channels	14		R	
7	Landscaping	15		R	
8	Electrical	19		R	
9	Fencing	20		R	
10	Provisional Sums	21		R	850 000.00
	Carried to Final Summary			R	



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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	FINAL SUMMMARY				
		Page			AMOUNT
1	SECTION 1: PRELIMINARIES	2		R	
2	SECTION 2: EXTERNAL WORKS	22		R	
	TOTAL EXCLUDING VAT CARRIED TO FORM OF OFFER AND ACCPETANCE			R	

Part C3: Scope of Works

PART C3: SCOPE OF WORK

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C3.1 EMPLOYER'S WORKS INFORMATION

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NB: Contractors must note that some of the specifications referred herein were compiled by the previous Transnet Group Capital (TGC) and this name may remain on some of the Annexure specification documents. While the project is now managed by TNPA, the TGC specifications are still applicable and implemented 26

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SECTION 1

1 Description of the Works

1.1 Executive Overview

The Works that the Contractor is to perform consist of civil and electrical engineering work including concrete terracing to the North Groyne at the entrance channel in the Port of Durban.

The full extent of the works that the Contractor is to perform involves, but is not limited to, the following:

- a) Site establishment
- b) Conducting surveys and confirmation of control points
- c) Removal of existing surfacing to spoil.
- d) Removal of existing layer works.
- e) Material test of insitu material
- f) Construction of layer works
- g) Storm water drainage and manholes
- h) Concrete terracing. including construction of walkways, ramps and amphitheater Seats and installation of balustrades
- i) Installation electrical power and street lighting.
- j) Grassing

The figure below provides a detailed depiction of the North Groyne Promenade.

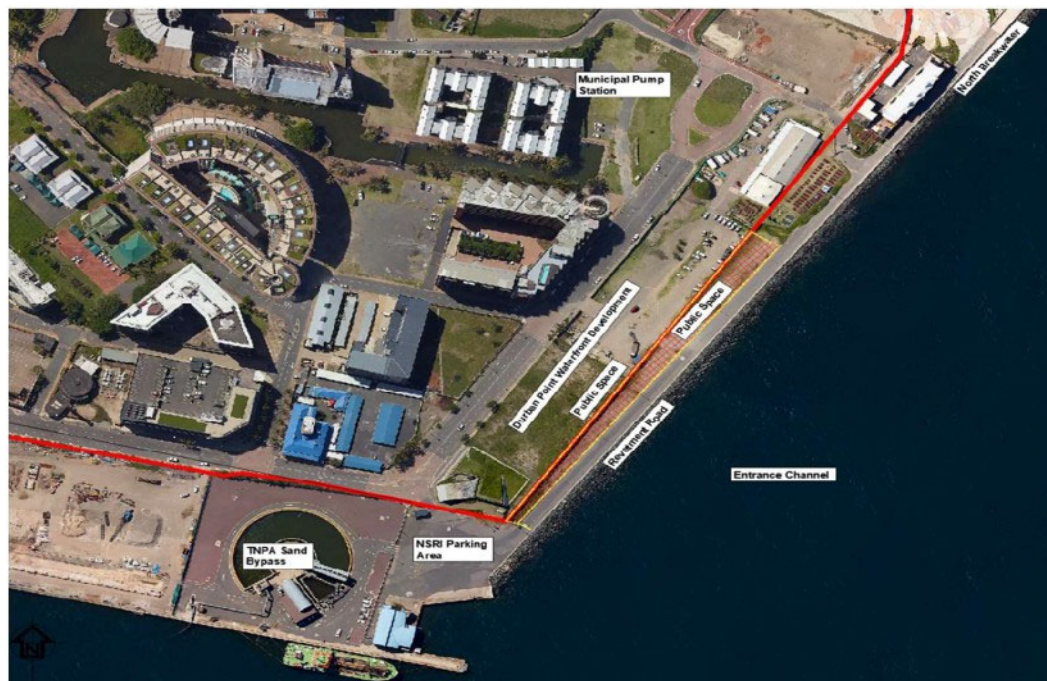


Figure -1: North Groyne Promenade

The Works extends along the shoreline of the revetment road, which is about 421m long asphalt road. The *works* will be from the internal gate of NSRI park to the eThekweni beach promenade.

During the construction period, the Port will continue its operations (The use of the revetment road by maintenance vehicles). The Contractor will provide access by ensuring alternative access is constantly available to the North Groyne. Operations will take precedence during this construction phase.

The *Employer's* designs specify the solution for upgrading the existing revetment road and the terrace, which is specified in detail in drawings provided. The extents of the upgrade and additional infrastructure shall be in accordance with the drawings.

1.2 Employer's Objectives

The *Employer's* objective are to achieve Completion of the *works* by meeting the Completion Date whilst still maintaining the highest environmental quality and safety standards and minimise disruptions to ongoing port and terminal operations.

Emphasis is placed on the *Employer's* commitment to environmental management and safety and their objectives of "Zero Harm", of achieving a zero LTI and a zero environmental legal contravention during the construction contract.

The *Employer's* project specific objectives are to:

- Provide Port infrastructure ahead of demand,
- Increase longevity and reliability of Port infrastructure,
- Improve performance and efficiency of Port operations,
- Ensure greater investment in Port infrastructure by creating business opportunities for local contractors and SMME's,
- Maintain road infrastructure to ensure customer satisfaction and operational safety,

1.3 Purpose

The purpose of this document is to outline the scope of services and deliverables that TNPA will require of a *Contractor* with the necessary experience and expertise to conduct the rehabilitation and upgrade of the beach promenade with minimal disruption to Port operations. The *Employer* and the Owner of the *works* is Transnet National Ports Authority (TNPA).

1.4 Scope of Work

The scope of works to be provided by the contractor on the North Groype Promenade Upgrade project is aimed at prolonging the asset life and avail the promenade to the public. The works includes, but are not limited to:

- a) Establishment of the Contactor's Camp Site
- b) Site Survey
- c) Designs for temporary works
- d) *Contractor's* designer to provide engineering supervision for the upgrade.
- e) General
 - o Accommodation of traffic
 - o Clearing and grubbing
- f) Drainage
 - o Cleaning and effecting repairs to the existing drainage systems (including inlet and outlet structures)
 - o Diverting of stormwater flow as necessary to effect construction
 - o Construction of new channels and stormwater inlets
- g) Roadworks
 - o Milling and removing of existing asphalt.
 - o Break-up/Excavate and replace existing road layerworks.
 - o Construction of edge restraints/Kerbing
 - o laying of new concrete block pavers

- h) Ancillary Roadworks
 - o Painting of road markings
 - o Installation and replacement of road signage
 - o Installation of balustrades
 - o Laying of electrical cables
 - o Construction of electrical manholes and
 - o Installation of light poles

- i) Amphitheater
 - o Excavations
 - o Construction of layerworks
 - o Installation of temporary works
 - o Construction of concrete seats

- j) Walkways/Ramps
 - o Excavations
 - o Installation of temporary works
 - o Construction of concrete bases and walls
 - o Backfilling
 - o Construction of layerworks
 - o Construction of Walkways
 - o Grassing

- k) Completion / Close-out Report, As-built Drawings and Maintenance Plan

The Site and background information is further described in Part C4: Site Information.

The *Contractor* shall Provide the Works in accordance with the technical, health and safety, environmental, quality, industrial relations and programming requirements as set out in the Works Information. The *Contractor* shall not delegate the *works* to any other person who lacks the experience and qualifications to do the *works*.

1.5 Reference Documents

- a) Construction Regulations 2014 of the Occupational Health and Safety Act.
- b) The Assets Maintenance Principles and Procedures, Asset Maintenance Version 4.0 October 2011.
- c) National Ports Act (Act No. 12 of 2005 as amended).
- d) South African National Standards (SANS)
- e) Standard Specification for Road and Bridge Works for State Road Authorities (COLTO), (1998 Edition).

1.6 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	<i>Contractor</i> Documentation Register
CDS	<i>Contractor</i> Documentation Schedule
CIRP	<i>Contractor's</i> Industrial Relations Practitioner
CRL	<i>Contractor</i> Review Label
CSHEO	<i>Contractor's</i> Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DwG	Drawings
EO	Environmental Officer
HAW	Hazard Assessment Workshop
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee
JSA	Job Safety Analysis
Native	Original electronic file format of documentation
NEMA	National Environmental Management Act
NCR	Non-conformance report
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager
QA	Quality Assurance
R&D	Research and Development
TNPA	Transnet National Ports Authority

SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee
COLTO	Committee of Land Transport Officials

2 Engineering and the *Contractor design*

2.1 *Employer's design*

2.1.1 The Employer designs all parts of the Works, except for the temporary works which are to be designed by contractor during construction. The technical specification of the materials, construction, production, testing, and transport is contained in **Annexure A: Technical Specifications**. The design work for the permanent Works has been undertaken by Transnet National Ports Authority. The Employer's design for the Works is contained in the Works Information and all annexures thereto, including drawings and technical specifications

2.1.2 Where relevant, the *Employer* grants the *Contractor* a licence to use the copyright in design data presented to the *Contractor* for the purpose of the *works* (and the *Contractor's* obligation under paragraph 2.2 of the *Employer's* Works Information) ONLY.

2.2 **Parts of the *works* which the *Contractor* is to design.**

2.2.1 The *Contractor's* designs shall be approved by an ECSA professionally registered Engineer and accepted by the Supervisor from TNPA.

2.2.2 The *works* shall include, but not be limited to:

- a) All Temporary Works
- b) TNPA and eThekweni Municipality maintenance vehicle Accommodation
- c) Traffic Management Plan for all roads affected by the development

2.2.3 The *Contractor warrants* that his workmanship shall be of the highest grade, installed in a practical and quality manner in accordance with Best Practice, ready and complete for full operation upon completion of the *works*.

2.2.4 Unless expressly stated to form part of the design responsibility of the *Employer* as stated under 2.1 *Employer's* design above and whether or not specifically stated to form part of the design responsibility of the *Contractor* under this paragraph 2.2, all residual design responsibility and overall responsibility for the total design solution for the *works* rests with the *Employer*.

2.3 Procedure for submission and acceptance of *Contractor's* design

- 2.3.1** The Contractor's documentation shall be issued to the Project Manager under cover of the Contractor's Transmittal Note indicating all Contract references (i.e. Project No, Contract 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 Project Manager, upon the notified request of the Contractor.
- 2.3.2** The Contractor shall deliver electronic media copies and hard copies where necessary to the Project Manager 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/or native file format.
- 2.3.4** Acceptance of documentation by the Project Manager will in no way relieve the Contractor of his responsibility for the correctness of information, or conformance with his obligation to Provide the works. This obligation rests solely with the Contractor.
- 2.3.5** After review, a copy of the original reviewed/marked-up drawing/document, with the Project Manager's consolidated comments and document status marked on the Squad Check Form, is scanned and shall be returned with comments to the Contractor, via, Microsoft Outlook for revision or re-submittal as instructed and to be included in the master copy data file where applicable.
- 2.3.6** The Contractor shall allow the Project Manager 2 weeks unless otherwise stated and agreed, to review and respond to the Contractor's submission of documentation, i.e., from time of receipt of the electronic document at the document control office to the time of despatch. The Contractor does not proceed with the relevant work until the Project Manager has accepted his design.
- 2.3.7** On receipt of the reviewed documentation the Contractor shall make any modifications requested/marked-up and resubmit the revised documentation to the Project Manager within 2 weeks. Queries regarding comments/changes should be addressed with the Project Manager prior to re-submittal. 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 within 2 weeks of receipt of the marked-up document or as indicated by the Project Manager.
- 2.3.8** In undertaking the works all drawing requirements for the works shall be dealt with in accordance with document ENG-STD-0001.

2.4 Review and Acceptance of *Contractor* Documentation

- 2.4.1** The *Contractor* submits documentation as the 'Works Information' requires to the *Project Manager* for review and acceptance.

In undertaking the 'Works' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements stipulated in Section 7.2.

2.5 Other requirements of the *Contractor's* design

- 2.5.1** The *Contractor's* design complies with the following:

Altitude	Sea level
Ambient temperature	0°C to 45°C
Relative humidity	50% to 100%
Atmosphere	Heavy saline
Datum	Chart Datum (Port)

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*.

2.6.2 The *Contractor vests* in the *Employer full* title guarantee in the intellectual property and copyright in the design data created in relation to the *works*.

2.7 Design of Equipment

2.7.1 The *Contractor* submits his design details for any categories of his proposed principal Equipment to the *Project Manager* for his information only.

2.7.2 The *Contractor* ensures that his Equipment is safe and that it complies fully with the applicable statutory requirements including the relevant provisions of the Construction Regulations.

2.7.3 The *Contractor* provides all qualified operators, special certificates, permits to operate and the like for Equipment as required by the Occupational Health and Safety Act 85 of 1993 and submits to the *Project Manager* for his acceptance prior to using the Equipment on the Site and/or Working Areas.

2.7.4 The *Contractor* indemnifies and holds indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of the Equipment.

2.8 Equipment required to be included in the works

2.8.1 The following equipment shall be made available by the *Contractor* for the completion of the *works*.

- a) Road construction plant for general earthworks and layerworks.
- b) Asphalt milling plant and equipment.
- c) Any other plant and equipment deemed necessary for the completion of the works.

2.9 As-built drawings, operating manuals and maintenance schedules

2.9.1 The Contractor provides the following:

- a) Red Line Drawings

All as-built red line drawings must be signed off by the Contractor's responsible person before issue to *Project Manager* for acceptance.

- b) Installation, Maintenance and Operating Manuals and Data Books

The *Contractor* provides manuals in an A4 hard cover, grease and waterproof binder, using 2 ring type binders.

Drawings and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.

The manuals are well indexed and user friendly and must include a summarized Table of Contents. The index for data packs must be submitted to the *Project Manager* for acceptance at the beginning of the project to enable the *Contractor* to maintain and update the file on a continuous basis throughout the project lifecycle. The *Contractor* submits the draft Table of Contents to the *Project Manager* for acceptance prior to the compilation and official submittal of the manuals and data books.

The originals of all brochures shall be issued to the *Project Manager*. 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.

The address, phone numbers, fax numbers and reference numbers of all Sub-Contractors is provided.

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.

The required number of copies of the manual (s) shall be as specified by the *Project Manager* and submitted per type or model number of equipment included in the contract, or as specified by the *Project Manager*.

All electronic copies (pdf.) of Data Packs to be properly indexed and bookmarked. All pages that make up the data book or manual must be sequentially numbered.

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 No. and Title
- Manual Numbering (e.g. Volume 1 of 2, etc.)
- Contract Number
- *Contractor* Name

Unless otherwise stated, the required number of copies of all final Data Packs shall be:

- 3 x hard copies (Full size)
- 3 x CD in Adobe Acrobat (.pdf) formats

3 Construction

This section deals with general construction constraints relating to site wide activities.

3.1 Temporary works, Site services & construction constraints

3.1.1 The *Contractor* complies with the *Employer's* Site entry and security control, permits, and Site regulations.

3.1.2 The *Contractor* bears all costs incurred in providing their personnel with ID cards and access permits to the site.

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

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

3.1.5 The *Contractor* shall develop a traffic management plan in order to ensure safety in construction as well as to minimise the interference to operations and Others.

3.1.6 The *Contractor's* personnel and Sub-Contractor's on site are restricted from accessing areas outside the approved Working Area.

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

3.1.8 The *Contractor* complies with the following hours of work for his people (including Sub-contractors) employed on the Site:

- Monday to Friday: 07h00 to 17h00
- Saturday and Sunday: 07h00 to 14h00

NB: Should the *Contractor* wish to deviate from the above working hours, a formal request shall

be submitted to the *Project Manager* for approval two weeks prior to the start date of the deviation.

3.1.9 The *Contractor* ensures that all his construction staff, labour and Equipment remains within his allocated and fenced off construction area.

3.1.10 **Housing** of the Contractor's people on site is not permitted.

3.1.11 **AI** work on, over, under or adjacent to railway lines and near high voltage equipment shall comply with Transnet SOC Limited codes of conduct.

3.1.12 **Prior** to bringing Equipment to Site the *Contractor* will be required to notify the *Project Manager* as per the NEC3 communication procedures and provide details of the Equipment to be brought to Site and obtain approval from the *Project Manager*, the *Contractor* can only bring Equipment to Site once the *Project Manager* issues approval in writing.

3.1.13 **AI** the *Contractor's* staff and labour complies with the *Employer's* operational safety requirements and are equipped with all necessary PPE and high visibility apparel. When working within two meters of the quay wall, the necessary floating apparel should be worn at all times.

3.1.14 **The** *works* are located on the road being used by maintenance vehicles and the *Contractor* shall organise his work to cause the least possible inconvenience to the operations in this area. The *Contractor* is reminded that operations are of considerable economic importance to the country and therefore the *Contractor* is expected to plan accordingly due to continuous traffic on this particular road.

3.2 Health and safety facilities on Site

3.2.1 All health and safety matters associated with the *Works* shall be dealt with in accordance with Occupational Health and Safety Act (Act No. 85 of 1993) and the Transnet National Ports Authority Health and Safety Specifications contained in **Annexure B: Project Health and Safety Specifications**.

3.2.2 The *Contractor* performs the *Works* and all construction activities within the Site and Working Areas in accordance with the CHSMP.

3.2.3 The *Contractor* complies with the requirements stated under section 6.3.

3.2.4 The *Contractor* complies with the CEMP, SES and PES in the construction of the *works*, all as described under paragraph 6.4 of C3.1 *Employer's* Works Information.

3.3 Title to Materials from demolition and excavation

3.3.1 The *Contractor* has title to all Materials arising from excavation and demolition in the performance of the *works* in accordance with ECC Clause 73.2

3.3.2 The removal and disposal of the existing asphalt surfacing, existing layerworks and any spoil material remains the responsibility of the *Contractor* and must be disposed at a licenced landfill site. Proof of safe disposal must be provided.

3.3.3 The Contractor has no title to an object of value or of historical or other interest within the site. The title to such Material/Object (as referenced herein) will be remaining with the *Employer*. The *Project Manager* shall instruct the *Contractor* how to label, mark, set aside and/or dispose of such Materials/Object for the benefit of the *Employer* in accordance with ECC Clause 73.1.

3.4 Cooperating with and obtaining acceptance of Others

3.4.1 The *works* will be performed in a port operational environment. The access to the North Groyne and its surveillance system must remain accessible for maintenance vehicle for the duration of the Contract.

3.4.2 At least some of the Site work may take place while the adjacent areas will be in operation. The Contractor shall take all necessary steps for his Works not to interfere with operations and to ensure that normal traffic flow of the operational terminal is not obstructed.

3.4.3 The *Contractor* performs the *works* and co-operates with the *Employer* (including the agents of the *Employer*) who operates on Site during the duration of the Contract period.

3.5 Publicity and progress photographs

3.5.1 The *Contractor* obtains the permission and approval of the *Project Manager* before erecting any notice boards.

3.5.2 The *Contractor* provides progress photographs at bi-weekly progress meetings in a CD format or uploaded to a virtual drive.

3.5.3 Progress photographs are to be taken with a high-resolution drone camera, preferably 1440p or 2160p resolution. The *Contractor* obtains permission and approval from the *Project Manager* before each drone voyage.

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

Photographs are to be submitted in JPEG format, with a minimum resolution of 1200 x 800. Each set of photographs must be accompanied by an index showing:

- Contract reference
- Photograph file reference
- Date of Photograph
- Subject matter.

3.5.5 The digital photographic Equipment used shall be intrinsically safe.

3.5.6 The Contractor treats all information gained through his appointment on this project as strictly confidential. The Contractor is not allowed to prepare or present any paper, publish any article in a technical journal, or derive publicity for his business which makes any reference to any aspect of the work on this project unless the Employer grants special permission, in writing, for the purpose.

3.5.7 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*.

3.6 Contractor's Equipment

This section deals with general requirements relating to the *Contractor's* Equipment.

3.6.1 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.

3.6.2 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 operators' qualifications and medical records.

3.6.3 The *Contractor* shall submit a comprehensive list of Equipment, intended to complete the *works*. The use of all 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.

3.6.4 The *Employer* does not provide any Equipment for the *Contractor*.

3.6.5 The *Contractor* provides all qualified operators, special certificates, permits to operate and the like for Equipment as required by the occupational Health and Safety Act 85 of 1993 and submits to the *Project Manager* for his acceptance prior to using the Equipment on the Site and/or Working Areas.

3.7 Site services and facilities

3.7.1 The *Contractor's* site establishment area(s) is to be within the *Contractor's* boundary of the area that will be confirmed with the successful *Contractor* after award and shall be clearly sign posted and be compliant with the relevant safety regulations and restrictions.

that might be in place until the *Contractor* has de-established from site. The site establishment layout must be approved by the *Project Manager*.

3.7.2 The *Contractor shall* ensure that the area used has a suitable continuous security fence and the necessary access gates. All preparation and fencing, etc. shall be done by the *Contractor* and shall be for his account, this includes clearing away and leaving clean and clear at completion.

3.7.3 The *Contractor* shall provide, maintain and remove lockable portable chemical type toilets. An area will be made available within the *Contractor's* Working Areas.

3.8 The Employer provides the following facilities for the Contractor.

3.8.1 For the duration of the Contract, the *Employer* will provide with an area, free of charge, for the *Contractor* to establish his offices, lay down areas, stores, workshops, and other *Contractor's* Equipment.

3.8.2 The *Contractor* ensures that this site establishment area is compliant with the relevant safety regulations and restrictions, is clearly sign posted, and has a suitable security fence, lighting and the necessary access control gates.

3.8.3 The *Employer* provides connection points for services such as water, power etc. The *Contractor* is responsible for his own connection to the *Employer's* services AND for the reticulation of his services from the connection point. The cost of meters, connections, reticulation and all other usage costs associated with the provision of services are for the *Contractor's* account.

3.8.4 Wherever the *Employer* provides facilities (including, inter alia, temporary power, water, waste disposal, telecommunications etc.) for the *Contractor's* use within the Working Areas and the *Contractor* adapts such facilities for use, then the *Contractor makes* good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

3.9 Facilities provided by the Contractor

3.9.1 The Contractor submits the following drawings to the Project Manager for acceptance before commencing with the establishment of the site facilities:

- Location drawing showing the area to be occupied by the Contractor in relation to the Port infrastructure.
- Layout drawing of the proposed facilities.

3.9.2 The *Contractor* shall ensure that his Site establishment area is compliant with the relevant safety regulations and restrictions and is clearly sign posted.

3.9.3 All costs for preparation of the Site establishment area shall be for the *Contractor's* account.

3.9.4 The *Contractor* shall submit details of the layout of his Site establishment to the *Project Manager* for his acceptance.

3.9.5 The *Contractor* shall be responsible for his own connection to the *Employer's* services and for the reticulation of his services from the connection point. The cost of meters, connections, reticulation and all other usage costs associated with the provision of services shall be for the *Contractor's* account.

- 3.9.6** The *Contractor* shall provide the *Project Manager* with a "Certificate of Compliance" ("COC"), by an "accredited" person as defined by the OHS Act, in respect of his Construction Power electrical installation. The *Project Manager* shall only make construction power available upon receipt of the COC.
- 3.9.7** The *Supervisor* (or his nominated representative) shall conduct routine inspections of the *Contractor's* construction power reticulation and power tools. If found to be unsafe and/or non-compliant with statutory requirements, the electrical power supply shall be disconnected until the *Contractor* rectifies all defects.
- 3.9.8** Wherever the *Contractor* provides facilities and all items of Equipment, involving, inter alia, office accommodation, Plant and Material storage, etc., within the Working Areas, the *Contractor shall* make good and provide full reinstatement to the land (including all apparatus of the *Employer* in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
- 3.9.9** Upon completion, and within 2 weeks of the date of acceptance of the works, the *Contractor* shall completely remove from the Site and Working Areas all his Equipment, including the foundations of any structures, stores, office accommodation or any other asset belonging to him, and shall leave the Site and Working Areas in a tidy condition to the satisfaction of the *Project Manager*.
- 3.9.10** No excess or discarded materials or Equipment shall be buried or dumped within the port boundary.
- 3.9.11** Demolition of all temporary structures surfaces etc. shall be first approved by the *Project Manager* prior to the work being carried out.
- 3.9.12** The *Employer* shall not provide any security for the Site and working areas. The *Contractor* shall provide same and indemnifies and holds indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of Site and Working Area security.
- 3.9.13** The *Contractor* shall sign the in-survey and out-survey and furnishes copies in accordance with the CDS to the *Project Manager* for record purposes.
- 3.9.14** Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of Equipment, involving, inter alia, office accommodation, Materials storage, compound areas etc, within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
- 3.9.15** Unless expressly stated as a responsibility of the *Employer* as stated under 5.1.11 Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.

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

- 3.10.1** The *Contractor* is required to conduct detailed physical inspections and photographic surveys to record the condition of the surrounding area, including the condition of existing facilities, premises and machinery/equipment. The *Contractor* shall submit to the *Project Manager* a detailed condition and photographic survey report. On completion of the project the *Contractor* and the *Project Manager* will do a physical inspection of

the surrounding area to ascertain the condition after construction, the inspection and photographic report will be used as the reference document.

3.10.2 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.

3.10.3 Survey control and setting out of the works

Immediately after the starting date, and prior to final design, the *Contractor* shall survey the complete site of final operation of the equipment or, if the site of final operation is not completed yet, obtain the necessary site arrangement and interface drawings from the *Project Manager*. This survey serves to confirm dimensions and relative positions of all things, existing or to be supplied by Others, that will interface with the equipment, for example location of electrical power supply points.

It is the *Contractors* responsibility to ensure that the equipment supplied in terms of the contract interfaces successfully with all existing infrastructure.

Any deviation from the data supplied by the *Employer* in the *Works Information* must be brought under the attention of the *Project Manager* and discussed and finalised with the *Project Manager* prior to final design of the equipment.

3.10.4 Excavations and associated water control

All excavations deeper than 1.0m below ground level or as otherwise indicated by the Employer's Safety Officer and Supervisor in terms of the current Construction Regulations, shall either be fully shored or the sides shall be battered back to a safe angle as determined by the strength of the soil and approved by the Supervisor.

Shallow ground water may be encountered in the excavations. Where this occurs, the Contractor is to provide suitable de-watering equipment. The discharge from the dewatering equipment must be controlled in accordance with the requirements of the Standard Environmental Specification and Construction Environmental Management Plan. Discharge directly into the storm water drainage system or into the sea is **not permitted**.

3.11 Underground services, other existing services, cable and pipe trenches and covers

3.11.1 The Contractor must, in collaboration with the Supervisor, ascertain whether or not the service is live. The Contractor shall not uplift any such service unless he is instructed to do so.

3.11.2 The Contractor shall be held responsible for any damage to known services and he shall take all necessary measures to protect them. In the event of a service being damaged, the Contractor shall immediately notify the Supervisor. The Contractor shall not repair any such service unless he is instructed to do so.

3.11.3 The *Project Manager* shall provide the *Contractor*, as a guide only, with drawing(s) showing various known existing underground services for his information. It is however possible that there are other existing services, which are not reflected, and which may affect the *works*.

3.11.4 The *Contractor* shall conduct proving trenches before excavation work using machinery to ensure underground services are identified and protected before any excavations.

3.11.5 The *Contractor* shall establish the location of the various existing services situated within the Site and Working Areas and records all such information on "marked-up" drawing(s) which remain available for reference at all times.

3.11.6 The *Contractor* shall exercise due care and attention in carrying out any excavation work to avoid damage or disruption to existing services. The *Contractor* shall consult the *Project Manager* prior to undertaking any excavation work.

3.11.7 Should the *Contractor* fail to exercise the requisite care and attention in carrying out the excavation work, then the *Contractor* shall be held liable for any claims arising out of damage caused by such excavation.

3.12 Control of noise, dust, water and waste

3.12.1 Before moving Equipment onto the Site and Working Areas and commencing operations, 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*.

3.12.2 AII Site activities must comply with the relevant parts of legislation.

3.13 Giving notice of work to be covered up

3.13.1 The *Contractor* notifies the *Supervisor* in writing of any elements of the *works* which are to be covered up. This notification is given not less than 24 (twenty-four) hours prior to the proposed covering up.

3.14 Completion, testing, commissioning and correction of Defects

3.14.1 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 of the completed upgrade per discipline	Within 2 days prior Completion.
Certificates of Compliance,	Within 2 days prior Completion.
Testing and commissioning certificates and data sheets	Within 2 days prior to Completion.
Maintenance plan	At Handover

3.14.2 Use of the works before Completion has been certified.

In terms of Clause 35.2 in ECC the *Employer* may use any part of the works before Completion has been certified. This is due to the need to continuously use the road for maintenance vehicles.

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

3.15 Materials facilities and samples for tests and inspections

3.15.1 The *Contractor* to provide all materials, facilities and apparatus required for any test and /or inspections required by the Works Information.

3.15.2 The *Contractor* to provide samples as required by the Works Information.

3.15.3 The *Employer* provides nothing.

3.16 Testing and Commissioning

3.16.1 Testing and commissioning are detailed in **Annexure A - Technical Specifications**.

3.17 Take over procedures

3.17.1 Takeover is after or at the same time as Completion. The *Employer* may require the *Contractor* to provide assistance, security personnel on a temporary basis etc.

3.17.2 The *Contractor* provides the assistance to the *Employer* as deemed necessary by the *Employer*, in terms of the contract:

3.17.3 The *Contractor* ensures that the documentation as described under paragraph 7.2 of the Works Information is presented to the *Project Manager* before Completion.

3.17.4 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 include Plant within the *works*) to present to the *Employer*.

3.18 Access given by the *Employer* for correction of Defects

3.18.1 The *Contractor* complies with the following constraints and procedures of the *Employer* where the *Project Manager* arranges access for the *Contractor* after Completion: The *Contractor* will be required to undertake certain procedures before such access can be granted this will include but not limited to:

- a) Safety requirements, develop method statement and risk assessment.
- b) Undergo TNPA inductions in order to obtain access permits.
- c) Obtain access permits from TNPA permit office.

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

- a) Limited working space available for the Contractor to perform defects corrections.

3.19 Operational maintenance after Completion

3.19.1 The *Contractor* performs no further operational maintenance in relation to the *works* after Completion.

4 Plant and Materials Standards and Workmanship

4.1 Investigation, Survey and Site Clearance

4.1.1 The Contractor will be responsible for setting out of the works. Site clearance methods are required to comply with Environmental Policy.

4.1.2 The *Contractor* validates the information provided by the *Project Manager* and records all existing and final levels on a survey drawing and presents this to the *Project Manager* for acceptance.

4.1.3 Prior to commencing the *works* the *Contractor* records any defects or inaccuracies related to the existing nearby road surface, fencing and gates, joining city promenade, revetment wall and presents this record to the *Project Manager* for acceptance. Only items recorded in this manner will be accepted as having pre- existed the Works and the remedying of all other damage will be the *Contractor's* responsibility and for his cost.

4.2 Workmanship

4.2.1 The Contractor shall ensure that all sub-Contractors have obtained a copy of the Work Information requirements and that the sub-Contractors have thoroughly familiarised themselves with the contents of the Works Information. The Contractor shall also ensure that all sub-Contractors are suitably qualified and experienced to carry out the work for which they have been sub-contracted.

4.2.2 The Project Manager may, at his discretion, require a Quality Audit of sub- contractor(s) to ensure that the sub-Contractor(s) have the necessary management, facilities, and skilled staff and quality control facilities to carry out the works to ensure compliance with the Works Information.

4.2.3 The Contractor shall accept full responsibility for the quality of his sub- Contractor(s) work and of materials used, irrespective of any quality surveillance that may be carried out by the Project Manager

5 Materials

5.1 Architecture

Please refer to Annexure A for a detailed Work's Information

5.2 Structural

Please refer to Annexure A for a detailed Work's Information

5.3 Civil Engineering

Please refer to Annexure A for a detailed Work's Information

5.4 ELECTRICAL ENGINEERING

Please refer to Annexure A for a detailed specification

5.5 GEOTECHNICAL ENGINEERING

Please refer to Annexure A for a detailed Work's Information

6 List Of Drawings

6.1 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.

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

Drawing number	Annexure	Title
XDN.E.0048 -1-000-C-GA-0001-01-0A	E	GENERAL ARRANGEMENT
XDN.E.0048 -1-000-C-LA-0001-01-0A	E	SITE LAYOUT (01 OF 02)
XDN.E.0048 -1-000-C-LA-0001-02-0A	E	SITE LAYOUT (02 OF 02)
XDN.E.0048 -1-000-C-SE-0001-01-0A	E	CROSS SECTIONS
XDN.E.0048 -1-000-C-LA-0002-01-0A	E	DEMOLITION LAYOUT
XDN.E.0048 -1-000-A-DE-0001-01-0A	E	PROMENADE TERRACING AND CARPARK UPGRADE RAMP DETAIL & BALUSTRADE DETAIL
XDN.E.0048 -1-000-A-LA-0001-01-0A	E	PROMENADE TERRACING AND CARPARK UPGRADE GENERAL LAYOUT, FLOOR LAYOUT AND SECTIONS
XDN.E.0048 -1-000-A-DE-0002-01-0A	E	PAVING PATTERN DETAIL
XDN.E.0048 -1-000-E-LA-0001-01-0A	E	Durban Harbour Entrance, North Groyne Promenade Terracing upgrade, Proposed Lighting Layout
XDN.E.0048 -1-000-E-LA-0001-02-0A	E	Durban Harbour Entrance, North Groyne Promenade Terracing upgrade, Alteration of the existing kiosk Single Line Layout
XDN.E.0048 -1-000-E-LA-0002-01-0A	E	Durban Harbour Entrance, North Groyne Promenade Terracing upgrade, Proposed Wall Lighting Layout
XDN.E.0048 -1-000-E-LA-0002-02-0A	E	Durban Harbour Entrance, North Groyne Promenade Terracing upgrade, Proposed Wall Lighting Layout
XDN.E.0048 -1-000-E-LA-0002-03-0A	E	Durban Harbour Entrance, North Groyne Promenade Terracing upgrade, Proposed Wall Lighting Layout
XDN.E.0048-1-000-E-LA-0002-04-0A	E	North Groyne Promenade Upgrade: Proposed Wall Lighting Layouts
XDN.E.0048-1-000-E-LA-0002-05-0A	E	North Groyne Promenade Upgrade: Proposed Wall Lighting Layouts
XDN.E.0048-1-000-E-LA-0002-06-0A	E	North Groyne Promenade Upgrade: Proposed Wall Lighting Layouts
XDN.E.0048-1-000-S-LA-0001-01-0A	E	North Groyne Promenade Upgrade: Concrete Ramp layout , Sections and details
XDN.E.0048-1-000-S-LA-0002-01-0A	E	North Groyne Promenade Upgrade: Concrete Ramp Surface Bed and Foundations and Details
XDN.E.0048-1-000-S-LA-0003-01-0A	E	North Groyne Promenade Upgrade: General Layouts, Terracing Details and Sections

SECTION 2

7 Management and start up

7.1 Management meetings

7.1.1 It is the *Employers* specific intention that the Parties and their agents use the techniques of

partnering to manage the contract by holding meetings designed to proactively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick-off meeting	Once <i>off</i> at the start of the contract	Queen's Warehouse Boardroom / Virtual	<i>Project Manager</i> (and appropriate key persons) and <i>Contractor</i>
Risk register and compensation events	Bi-weekly or as soon as risks have been identified	On Site / Virtual	<i>Project Manager</i> (and appropriate key persons) and <i>Contractor</i>
Overall contract progress and feedback	Bi-weekly	Queen's Warehouse Boardroom / On Site / Virtual	<i>Project Manager</i> (and appropriate key persons) and <i>Contractor</i>
Safety meetings	Monthly	On Site	Construction Manager (and key persons), Safety Manager and <i>Contractor</i>

7.1.3 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.

7.1.4 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.

7.1.5 The *Contractor* attends management meetings at the *Project Managers* request as set out in the table above. At these meetings the *Contractor* presents all relevant data including safety, health and environmental issues, progress reports, quality plans, Sub- Contractor management reports, as may be required.

7.1.6 Due to the current Covid-19 global pandemic, the *Contractor* must have the necessary equipment and software to conduct any of the above meetings virtually through the use of Microsoft Teams.

7.2 Documentation Control

- 7.2.1** In undertaking the works all documentation requirements for the works shall be dealt with in accordance with document DOC-STD-0001_Rev03, Annexure D. The control, maintenance and handling of these documents and drawings, using a suitable document control system, remain the sole responsibility of the Contractor.
- 7.2.2** The Contractor documentation "Starter kit", as contemplated in DOC-STD-0001_Rev03, will be issued at the kick-off meeting following award.
- 7.2.3** The Contractors documentation shall be issued to the Project Manager under cover of the Contractors Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the Contractors 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 Project Manager, upon the notified request of the Contractor.
- 7.2.4** All contract correspondence is issued through document control. Electronic submissions are permissible only for URGENT communication, PDF and native where necessary.
- 7.2.5** The Contractor shall apply "wet signatures" to the original documentation before scanning the single sided, signed original prior to formal submission to the Project.
- 7.2.6** Electronic files submitted to the Project shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to have, always, the latest generation of virus protection software and up-to-date virus definitions.
- 7.2.7** The Contractor is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation. The Contractor shall maintain electronic format of ALL project documentation for the duration of the contract.
- 7.2.8** Hardcopy original documents must be delivered within 24 hours of electronic submission of same to the project site office document control department.
- 7.2.9** All documentation and data submitted electronic and hardcopy must conform to the Project Standards and Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Documentation not meeting the Project Standards and Quality requirements will be cause for rejection and shall be returned to the Contractor for corrective action and re-submission.
- 7.2.10** 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.
- 7.2.11** The Contractor shall be responsible to ensure that proper safety measures are in place to protect project documentation temporarily stored on site against theft, fire, flooding or excessive dampness.
- 7.2.12** All drawings supplied shall comply with the CAD Standards, i.e. ENG-STD-0001, contained in the Annexure G.
- 7.2.13** The Contractor shall be responsible for the supply of all Sub-Supplier/Contractor/ Manufacturer, etc. documentation and data related to their package of work and shall ensure that these Sub-Suppliers have the capability to supply the necessary documentation and data in the required timeframe and quality requirements are met as outlined in the specified standards prior to awarding sub-orders.
- 7.2.14** The Contractor shall ensure adequate resources are available to manage and execute the Document Control function as per the requirements of the Project. (The Contractor shall ensure that a dedicated Document Controller is available for the Project).

7.3 Safety risk management

- 7.3.1** The *Contractor* complies with the following requirements : 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 Project Specific Health and Safety Specifications contained in **Annexure B** to this Works Information.
- 7.3.2** The *Contractor* is to implement Occupational Health and Safety measures to (reduce and eliminate) the escalation of COVID-19 infections in workplaces as set out in the Schedule adopted by the Minister

of Employment and Labour, in terms of Regulation 10(8) of the National Disaster Regulations (Act No. 57 of 2002) and comply to all COVID- 19 related guidelines issued by the government in this regard.

7.3.3 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.

7.3.4 The *Contractor* must prepare and submit the Occupational Health & Safety file to the Project Manager for acceptance. The Safety plan will then be submitted to the TNPA appointed Health and Safety Agent for approval before start of the *works*.

7.3.5 The *Principal Contractor* ensures that its Contractors comply with the CHSMP and relevant statutory requirements of the Occupational Health & Safety Act, 1993 (Act No. 85 of 1993), and ensure that HAZCON study is arranged with Client before commencement of construction work. The Contractor shall ensure that all role players required for HAZCON study are informed on time and PHA-PRO software is utilised for the workshop.

7.3.6 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:

7.3.7 The Construction Manager (CM) is responsible for health and safety on the Site and Working Areas and reports to the Project Manager. The Principal Contractor must ensure that the appointed Construction Manager is competent and registered with SACPCMP as a Pr. Construction Manager. The CM must ensure that the Health and Safety Manager is appointed for the project, depending on the Construction Management Plan and also ensure that Health and Safety Officer per team is appointed and both are registered with SACPCMP. The Principal Contractor ensures that its Contractors comply with the requirements of the SMP.

7.3.8 The CM specific tasks 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.

7.3.9 The PSSM is responsible for ensuring that the Contractor complies with the SMP. The PSSM acts on behalf of the Project Manager.

7.3.10 The 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

7.3.11 The *Contractor* makes the SMP available to its employees and Sub-Contractors in the *language of this contract*.

7.4 Environmental constraints and management

NB: Contractors must note that some of the specifications referred herein were compiled by the previous Transnet Group Capital (TGC) and this name may remain on some of the Annexure specification documents. While the project is now managed by TNPA, the TGC specifications are still applicable and implemented.

7.4.1 All work is to be conducted in accordance with the principles of the National Environmental Management Act, 1998 (Act no 107 of 1998) but not limited to other applicable regulations, municipal bylaws e.g. schedule trade and occupations bylaws as well as the accepted environmental good practice.

7.4.2 All required licences and permits must be obtained by the *Contractor* from relevant authorities prior to the commencement of project activities where applicable.

7.4.3 The following documents, included as Annexures of the Works Information, provide the minimum acceptable standards that shall be adhered to:

- Transnet Integrated Management Systems (TIMS) Commitment Statement - IMS-GRP-GDL-002-1
- Contractor Environmental And Sustainability Specification Guidelines, TRN-IMS-GRPGDL-014.4.
- Standard Operating Procedure Construction Environmental Management: 009-TCCLO-SUS-11386
- Standard Environmental Maintenance Management Programme for Maintenance Works
- Stormwater Management Plan

The *Contractor* must also comply with the following documents:

- *TNPA list of approved waste services contractors*
- *TNPA Asbestos Management Plan*
- EThekweni Municipality *Schedule Trades and Occupations Bylaws*
- EThekweni Municipality *Interim Code relating to fire prevention and Flammable liquids and substances*

7.4.4 The Contractor performs the works and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as outlined in section 6.4.3 above.

Standard Operating Procedure Construction-Environmental Management (009-TCC-CLO-SUS- 11386) describes the main roles and responsibilities of the project team with respect to Environmental Management.

7.4.5 The Contractor Environmental And Sustainability Specification Guidelines, TRN-IMS-GRP-GDL-014.4 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.

7.4.6 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 relevant environmental authorities but may not necessarily be limited to: Environmental Approvals (e.g. Environmental Authorisations, Water Use Licenses, Waste Management Licences, etc.); Environmental Management Programmes/Plans.

7.4.7 The above requirements shall be applicable to the main Contractor , its service providers and suppliers. The Contractor must comply with all the requirements of the Standard Operating Procedure Construction-Environmental Management (009-TCC-CLO-SUS-11386), Contractor Environmental And Sustainability Specification Guidelines, TRN-IMS-GRP-GDL-014.4 and PES as mentioned in section 6.4.3 above.

The Contractor must sign the Declaration of Understanding as a commitment to abide with Transnet's Environmental Governance Framework, Project Environmental Specification. Sufficient environmental budget must be allocated to meet all the project environmental requirements for the duration of the contract.

7.4.8 The Contractor must appoint a **FULL TIME** Environmental Officer (EO) to monitor and manage compliance to Environmental Specification and all applicable environmental legislation. The Contractor EO must be 100% allocated to the project and must be employed for the duration of the contract. Sharing of an EO resource between projects is not allowed.



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2024/03/0007/59398/RFP

DESCRIPTION OF THE WORKS: UPGRADE OF THE NORTH GROUYNE PROMENADE IN THE PORT OF DURBAN FOR A PERIOD OF TEN (10) MONTHS

The EO must as a minimum have at least 3 years work experience in environmental management within the construction environment.

- 7.4.9** The roles and responsibilities of the Contractor's EO are stated in Standard Operating Procedure-Construction Environmental Management. The contractor's EO must be 100% full time on site during working hours.
- 7.4.10** The Contractor will be required to submit an environmental file to TNPA post award of tender. Particular requirements of the Employer will be made known on award of the contract. Site access certificate shall not be granted until the environmental file has been approved by the Employer .
- 7.4.11** The overarching obligations of the Contractor under the Standard Operating Procedure-Construction Environmental Management before construction activities commence on the Site and/or Working Areas is to provide environmental method statements for all construction operations at the Site and/or Working Area by the Contractor and were requested by the CM.

These include, but are not limited to, the following where applicable:

- a) Establishment of construction lay down area
- b) Hazardous and non-hazardous solid waste management
- c) Storm water management
- d) Contaminated water management
- e) Prevention of marine pollution
- f) Hydrocarbon spills
- g) Diesel tanks and refuelling procedures
- h) Dust control
- i) Spoil dumping
- j) Sourcing, excavating, transporting and dumping of fill material
- k) Noise and vibration control
- l) Removal of rare, endemic or endangered species
- m) Removal and stockpiling of topsoil
- n) Rodent and pest control
- o) Environmental awareness training
- p) Site division
- q) Emergency procedures for environmental incidents
- r) Contractor's SHE Officer
- s) Closure of construction laydown area

The Contractor shall identify the kinds of environmental impacts that will occur as a result of their activities and accordingly prepare separate method statements describing how each of these impacts will be prevented or managed so that the standards set out in the Contractor Environmental and Sustainability Specification Guidelines document are achieved. The method statements will be prepared in accordance with the requirements set out in the Standard Operating Procedure-Construction Environmental Management. These method statements shall form part of the environmental file. The Contractor shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the Environmental Induction Programme prior to commencing any work on Site. If new personnel commence work on the Site during construction, the Contractor shall ensure that these personnel undergo the Environmental Induction Programme and are made aware of the environmental specifications on Site.

Method statements need to be compiled by the Contractor throughout the Construction and Commissioning phase of the project. These Method Statements must be approved by the TNPA Construction Manager and TNPA Environmental Manager or Environmental Specialist Approval must at least be two weeks prior to the proposed commencement of the activity. Emergency construction activity method statements may also be required. The activities requiring method statements cannot commence if they have not been approved by the TNPA Environmental Manager or Environmental Specialist.

- 7.4.12** Where required, one of the first actions to be undertaken by the Contractor shall be to erect and maintain a temporary fence along the boundaries of the Site and Working Areas as applicable, and around any no-go areas identified on the layout plans, to the satisfaction of the Project Manager .
-

7.4.13 During the construction period, the Contractor complies with the following:

A copy of the Standard Operating Procedure-Construction Environmental Management, Contractor Environmental and Sustainability Specification Guidelines and 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. The contractor and its subcontractor

Where applicable, the Contractor shall provide job-specific training on an ad hoc basis when workers are engaged in activities, which require method statements.

The Contractor shall be responsible for rehabilitating and cleaning all areas to the satisfaction of the TNPA Environmental Manager or Environmental Specialist as detailed in the Contractor Environmental and Sustainability Specification Guidelines. Sufficient environmental budget must be allocated to achieve this including all environmental requirements for the project for the duration of the contract.

The Contractor must ensure that its Subcontractors comply with the Environmental Specification.

The Contractor must appoint the waste removal Service Providers who is licenced to operate within the Ports as provided in the TNPA list of Waste Services Contractors.

The Contractor or Subcontractors must be in possession of eThekweni Municipality's Schedule Trade and Occupations permit if they are to be engaged in any of the activities contained under eThekweni Municipality Scheduled Trade and Occupations.

The Contractor must comply with TNPA Asbestos Management Plan should asbestos contamination be uncovered during excavation.

7.4.14 Dust Management

a) Objective

The Contractor (associated with activities such as earthworks, geotechnical surveys, piling, storm water drainage, construction of roads and railways, foundations, brick building, operating Workshops, fencing, erecting construction camps, and batch plant activities, etc.) shall submit a dust control plan for approval by the EO.

b) Scope

Control of dust on the construction Site and access roads

c) Dust Management

Material in transit should be loaded and contained within the load bin of the vehicle in such a way as to prevent any spillage onto the roads and the creation of dust clouds. If necessary, the load bin of the vehicle shall be covered with a tarpaulin to prevent dust.

Dust to be controlled on unsurfaced access roads and Site roads using sprayed water. The Contractor is responsible for managing dust generated as a result of his activities. The CM will be responsible for the dust control of the Site and Working Areas.

Some dust control measures, which are normally applied during construction, are presented in this section for inclusion by the Contractor in the Contractor's dust control method statement.

These dust-mitigating procedures include the following:

- Limit vehicle speeds on unpaved roads to 20 km/h
- Wash the paved surfaces within the construction area twice a week
- Minimise haulage distances
- Apply water to gravel roads with a spraying truck when required

Environmental friendly soil stabilizers may be used as additional measures to control dust on gravel road and construction area.

Dust suppression measures will also apply to inactive construction areas. (An inactive construction Site is one on which construction will not occur for a month or more.)

Construction Material being transported by trucks must be suitable moistened or covered to prevent dust generation. Strip and store topsoil in separate stockpiles with mounds not exceeding 2m in height to, among other things, to prevent wind-blown dust.

Minimise disturbance of natural vegetation during right-of-way construction (e.g. transmission lines and erection of fences) to reduce potential erosion, run-off, and airborne dust.

Implement a system of reporting excessive dust conditions by construction personnel (as instructed through Environmental Awareness Training).

Water for dust control shall be taken only from approved sources.

7.5 Quality assurance requirements

The *Contractor* shall ensure that all contractual deliverables required to be executed and completed are given due consideration to meet the client's Technical Specifications, Drawings and General Quality Requirements for Contractors and Suppliers (**TNPA-QUAL- REQ-14.1**).

The *Contractors* Quality Management System (QMS) shall conform with the requirements of ISO 9001:2015 to ensure and demonstrate that material, workmanship, procedures, and services conform to the specified requirements.

The *Contractor* submits his Quality documents to the Employer as part of his programme under ECC Clause 31.2 to include details of:

1. Quality Manual that is aligned to ISO 9001:2015 QMS requirements.
2. Quality Policy that is aligned to ISO 9001:2015 requirements
3. The Project Quality Plan for the contract SHALL cover project scope and be aligned to TNPA-QUAL-REQ-14.1 General Quality Requirements for Contractors and Suppliers.
4. CV of Quality Officer supplemented by Quality diploma / Technical diploma and ISO 9001:2015 Quality Management System training certificates (Implementation of QMS and Internal Auditing). The Quality Officer MUST have a minimum of 3 years' quality experience in similar projects.
5. Quality Control Plan MUST cover all Engineering disciplines and clearly identify all inspection, test, verification requirements to meet contractual obligations, specification and drawings as required by the project scope.

7.5.1 Project Quality Plan

The Project Quality Plan (PQP) shall outline the quality strategy, methodology, quality resource allocation, Quality Assurance and Quality Control co-ordination activities to ensure that the scope meet the standards stated in the Scope Information.

The Contractor's PQP shall provide a description of how documents provided by the *Employer* to the Contractor are to be managed. 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.

The *Employer* indicates those documents required to be submitted for 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 Employer 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.

7.5.2 Quality Manual

A copy of the *Contractor's* Quality Manual will be requested for review by the *Employer* followed, by a Quality Management Systems (QMS) audit at the *Contractor's* Head Office to obtain evidence that a satisfactory quality management system is being maintained.

7.5.3 Quality Officer

The *Contractor* shall nominate a suitably experienced quality representative as referenced on item 4 above. The Quality representative will be responsible to ensure that the PQP requirements are implemented on site. The *Contractor* shall submit the *OJ* and qualifications / certificates of his nominated quality representative for the Project Manager's review and approval.

7.5.4 Quality Control Plan

- a) The *Contractor* shall provide a Quality Control Plan (Inspection and Test Plan) specifying his proposed quality control activities for the entire scope of supply and scope of works. The Quality Control Plan shall reference the procedures, codes and standards which apply to the listed activities, the acceptance criteria, the records to be produced and similarly it shall incorporate all Sub-contractors and supplier's activities. The Quality Control Plan shall be prepared in the Contractors / Suppliers standard format.
- b) Deviations from this Quality Control Plan may only be permitted following acceptance in writing by the Engineer and/or the appointed Third-Party Inspection Authority.
- c) The Contractor shall not undertake any work in advance of the review and acceptance of the Quality Control Plan without the written consent of Transnet.
- d) During the review of the Quality Control Plan/ Inspection and Test Plan, Inspection and Test intervention points will be included by Transnet and, where applicable, the Third-Party Inspection Authority to indicate their intended monitoring during manufacturing, fabrication, and installation.
- e) The *Contractor*/ Supplier shall ensure that any work subcontracted will be covered by Quality Control Plans/ Inspection and Test Plans generated by the relevant Sub- contractor or Supplier.

The *Contractor* shall also ensure that all Sub-contractors are suitably qualified and experienced to carry out the work for which they have been sub-contracted.

The *Employer* may, at own discretion, require a Quality Audit of sub-contractor(s) to ensure that the sub-Contractor(s) have the necessary management, facilities, skilled staff, and quality control facilities to carry out the Works to ensure compliance with the Works Information.

The *Contractor* shall accept full responsibility for the quality of his sub-contractor(s) work and of materials used, irrespective of any quality surveillance that may be carried out by the *Employer* or his representative.

7.6 Programming constraints

- 7.6.1** The Contract programme, progress reports, subsequent updates, revisions and supplementary programmes as detailed in this section are an essential part of the project control system used by the Employer for managing the Works and in monitoring the progress of the work under the Contract. Key Dates and Completion Dates as defined in the Contract Data are incorporated into the programme.
- 7.6.2** The *Contractors* Detailed Programme, which complies with the requirements as indicated in the *Works* Information, shall be submitted in both hard and soft copy forms. Primavera version 6.2 or similar is being used by the Employer for Planning on the Project. The Contractor shall use a suitable computerised planning package, as approved by the Project Manager, which is compatible with Primavera version 6.
- 7.6.3** The Critical Path Method (CPM) technique of planning and scheduling must be used for the Contract. The Contractor shall provide programmes showing the critical path(s), together with a total float report for acceptance by the Project Manager.
- 7.6.4** The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of the CEMP, SES, PES and SMP as described under paragraph 7.2 of the Works Information, together with the associated environmental method statements.
- 7.6.5** The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of paragraph 6.3 of the Works Information relating to health and safety issues need to be highlighted on the programme; paragraph 2 design issues and paragraph 7 procurement issues, but the Project Manager might require various mandatory statements (e.g.) in relation to Equipment design and/or assembly / dismantling.
- 7.6.6** The *Contractor* complies with the *Employers* programme requirements and NEC requirements when he submits his first programme.
- 7.6.7** The *Contractor* presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy format and in soft copy format.
- 7.6.8** The *Contractor* shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.
- 7.6.9** The *Contractor's* programme shows duration of operations in working days.
- 7.6.10** The *Contractors* programme shows the following levels:
- Level 1 Master Schedule - defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.

- Level 2 Project Schedule - summary schedules 'rolled up' from Level 3 Project Schedule described below
- Level 3 Project Schedule - detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned a code. The *Project Manager* notifies any subsequent layouts and corresponding filters on revised programmes
- Level 4 Project Schedule - detailed discipline speciality level developed and maintained by the *Contractor* relating to all operations identified on the programme representing the daily activities by each discipline
- A narrative status report, which includes status and performance of operations on the Site and Working Areas; status and performance of operations outside the Working Areas; manpower histograms; S-curve of overall progress; critical action items (top 10) and deviations from the Accepted Programme and action plan to rectify.

7.6.11 The *Contractor* shows on each revised programme he submits to the *Project Manager* a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the *Contractor*.

7.6.12 The *Contractor* submits programme report information to the *Project Manager* at weekly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.

7.6.13 The *Contractor's* weekly programme narrative report includes:

- Level 4 Project Schedule - showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
- 3-week Look ahead Schedule - showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
- Manpower Histogram - reflecting actual, forecasted and planned activities
- S-curves - reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned values as calculated by the detailed progress report.

Others operate on Site during the execution of the project.

7.6.14 Programme submission

A draft copy of the *Contractor* First Programme shall be submitted with the Tender Document returnable and shall comply with the requirements as indicated in the *Works* Information.

7.6.15 Contract programme (baseline)

The *Contractor* First Programme, agreeing with the tender submission, shall become the "Contract Programme" or "baseline" against which actual time performance will be compared. Once the baseline has been established, all subsequent programmes will have baseline (target) bars shown against each activity. This programme will be used

as the basis on which all variations, extensions of time and changes to methods of delivery shall be assessed.

Identified deviations from the baseline shall be addressed by the *Contractor* by either demonstrating that the deviation does not constitute a problem to the overall *Contractors* Programme or providing a course of action to remedy the deviation.

All revisions to the contract programme shall be prepared by, and at the cost of, the *Contractor*.

7.6.16 Supplementary programmes

The *Employer* may at any time, and at the cost and expense of the *Contractor*, direct the *Contractor* to produce supplementary programmes to highlight a particular aspect of the work under the Contract. The *Employer* shall not unreasonably request supplementary programmes. Revised programme to be submitted with each Compensation Event, clearly highlighting time impact on the critical path.

7.6.17 Progress monitoring and review

Monitoring and review of the progress of work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:

- o percentage complete;
- o forecast completion date;
- o deviations from the baseline programme; and
- o actions required to remedy any deviations.

Weekly progress assessment shall be conducted by the *Contractor* to assist with control of the work under the Contract. The *Contractor* shall provide this information upon request from the *Project Manager*, however any identified deviations shall be automatically reported to the *Project Manager*.

The *Contractor* shall on a fortnightly basis, update the contract programme and the progress 5-curves and submit it to the *Project Manager*.

7.6.18 Monthly status report

The *Contractor* shall provide a written status report by the last working day of each month or such other reporting period as may be required by the *Project Manager* from time-to-time. The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract.

As a minimum the report shall include:

- o progress against the Accepted Programme;
- o list of milestones achieved during the period;
- o status of design, procurement, and off-factory *Works*;
- o status of factory *Works*;
- o deviations from the contract programme "baseline", and in particular, the forecast completion dates of activities which have or should have commenced;
- o status of approvals;
- o actual or anticipated problems with corresponding action plans to minimise the impact;
- o summary of *Works* planned for the following period;
- o a report on progress of any off-site manufacturing activities of the *Contractor*.

The status report shall state the current percentage progress of each major piece of equipment as applies at that date. Each report shall state the actual completion date for those manufacturing activities completed in the last reported period shall advise the anticipated completion date for each major piece of equipment and shall comment on any delay or variance with respect to scheduled progress.

The *Contractor* shall also report his calculated overall completion percentage for each Subcontract at each report date.

7.7 Contractor's management, supervision and key people

7.7.1 The *Contractor* employs a Health and Safety Officer and an Environmental officer as key persons under ECC Clause 24.1

7.7.2 The Environmental and health and Safety officers reports to the SHEC on the Site. The Contractor's Environmental Officer ensures that the works (to include any part thereof) are subject to a prior environmental method statement(s) approved by the Project Manager and ensures that the CEMP is implemented by the Contractor in a timely and proper manner. The SCHEO provides the Project Manager with all environmental method statements.

7.7.3 The Contractor's Environmental Officer tasks are:

- Daily, weekly and monthly inspections of the Site and Working Areas. The Contractor is to monitor compliance with the CEMP (to include the SES and PES) and the environmental method statements submitted to the Project Manager.
- Reporting of any environmental incident to the Project Manager
- Attendance at all SHE meetings, toolbox talks and induction programmes

- Litter control and ensuring the Contractor clears litter from the Site and Working Areas; and
- Ensuring that environmental signage and barriers are correctly placed. The Contractor's Environmental Officer submits daily, weekly and monthly checklists to the SHEC.

7.7.4 The Contractor's Environmental Officer and Health and Safety Officer submits daily, weekly and monthly checklists to the SHEC.

7.7.5 The Contractor employs a CIRP as a key person under ECC Clause 24.1.

7.7.6 The CIRP is based on the Site and ensures that all reports and IR requests are submitted accurately and in a timely manner to the Project Manager.

7.7.7 The CIRP tasks are:

- Dedicated to human resources, industrial relations and any other Contractor employee related function;
- Resolve all human resources and industrial relations matters arising from the Contractor's employees;
- Represent the Contractor at all industrial relations meetings;
- Represent the Contractor on the IRCC; and

7.7.8 The Contractor employs an HSR as a key person under ECC Clause 24.1

7.7.9 The Contractor provides an Organogram of all his key people (both as required by the Employer and as independently stated by the Contractor under Contract Data Part Two) and how such key people communicate with the Project Manager and the Supervisor and their delegates all as stated at paragraph 6.5 of C3.1 Employer's Works Information.

7.7.10 The minimum key people required by the Employer for this project are indicated as follows:

Key People	Qualifications & Experience
Project/ Construction Manager	<ul style="list-style-type: none"> • The Project/Construction Manager should have a relevant qualification in engineering/ Project Management/Construction Management. • The Project Manager is required to be professionally registered with the SACPMP as a Project/ Construction Manager • The Project Manager must have experience with the NEC 3 Engineering and Construction Contract.
Site Engineer/Site Agent	<ul style="list-style-type: none"> • Site Engineer should at least have Diploma/Technical Civil/ QS/ Construction Qualification. • The Site Engineer must have a minimum of 5 years working experience in projects of similar nature to the works. • The Site Engineer must have experience working with the NEC3 Engineering and Construction Contract.

Health & Safety Officer	<ul style="list-style-type: none"> Health & Safety officer should have valid professional registration with SACPCMP as a Construction health & Safety Officer. The Health and Safety Officer must have experience in similar Civil Construction Projects involving roads.
Environmental Officer	<ul style="list-style-type: none"> The Environmental Officer must be in possession of a B degree in Environmental Management. The environmental Officer must have minimum five (5) years' experience in the construction sector.
Quality Officer	<ul style="list-style-type: none"> The Quality Officer should have a relevant Degree/Diploma, or Certified qualification in Quality Management Systems. More than 3 years of experience in a quality systems environment and relevant experience in similar type Civil construction projects is required.
Industrial relations Personnel/Officer	<ul style="list-style-type: none"> The Industrial relations Person/Officer should at least have a minimum qualification of National diploma in Labour Law/Relations with minimum 5 years' experience in Construction Projects.

7.8 Training workshops and technology transfer

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

- a) A safety pre-mobilisation workshop
- b) A *Contractor employee* safety training programmes

The *Contractor shall* utilise local people for staffing up some of his requirements and shall ensure that there is adequate skills transfer taking place.

- c) Any other training as required by law or specifications referred to in this document

7.9 Insurance provided by the *Employer*

The insurance provided by the *Employer* with the applicable limits and deductibles required by the conditions of contract (if any) is given in the Contract Data insurance provided by the *Employer* is contained in the Contract Data - Part 1. The *Employer's* insurance is applicable to work undertaken on the site only, and the *Contractor* provides insurance for the *Works* for the period up to delivery to the site. This includes insurance during transit and *off* loading at the site.

The *Employer* advises that the following exclusions apply to the insurance which the *Employer* provides for Loss of or damage to the *Works*, Plant and Materials:

1. Loss of monies or the like;

2. Aircraft, waterborne vessels or craft;
3. Losses discovered by taking of routine inventory;
4. Defective workmanship / defective design, re-design betterment or improvement;
5. Consequential loss;
6. Delay damages or penalties for delay;
7. Guarantees for performance or efficiency;
8. Air transit outside territorial limits;
9. Ocean transit or whilst in storage thereafter (unless inspected by an independent third party after off-loading);
10. Maintenance and/or low performance damages;
11. Defects;
12. Wear, tear or gradual deterioration;
13. Electrical and mechanical breakdown or explosion to Plant after Completion tests have been satisfied;
14. Damage to any property insured due to ingress of mud, silt, water, debris unless pipe ends have been sealed at the end of each working day; and
15. Damage to any property exposed or in excess of 10,000 metres of open trench.

The *Employer* advises that the following exclusions apply to the insurance which the *Employer* provides for Liability for loss of or damage to property (except the *Works*, Plant and 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:

1. Death or injury to the *Contractor's* employees;
2. Motor vehicle cover;
3. Aircraft / watercraft ownership cover;
4. Delay damages or penalties for delay;
5. Guarantees for performance or efficiency;
6. Defective workmanship;
7. Gradual pollution and contamination;
8. Vibration cover;
9. Contractual liabilities;
10. SASRIA risks (inter alia riot, strike, political malicious damage)
11. Punitive damages;
12. War, nuclear risks; and
13. Removal of support in excess of R5,000,000

Where the *Works* involve the assembly, erection and installation of Plant, the *Contractor* declares the full replacement value and not the value included in the NEC3 contract.

The *Contractor* liaises with the *Employer* and the *Project Manager* when a claim is made and assists in completing the Claims Advice Form.

7.10 Contract change management

7.10.1 No additional requirements apply to ECC Clause 60 series.

7.11 Provision of bonds and guarantees

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

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

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

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

- Records of design employees location of work (if appropriate);
- Records of Equipment used and people employed outside the Working Areas (if applicable);

7.13 The Contractor's Invoices

7.13.1 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.

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

7.13.3 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 [insert relevant details].

The invoice contains the supporting detail [insert relevant details].

7.13.4 The invoice is presented by hand delivery.

7.13.5 The invoices submitted by hand are presented to:

Transnet National Ports Authority
Queens Warehouse Building
237 Mahatma Gandhi Road
Point, Durban, South Africa
4001

For the attention of The Contract Administrator, Transnet National Ports Authority

7.13.6 The invoice is presented as an original.

7.14 People

7.14.1 Minimum requirements of people employed on the Site

- South African Work Permits
- Key Personnel for

7.14.2 The Contractor complies with the following PIRPMP

7.15 CONTRACTOR LIABILITY

The *Contractor warrants* that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the *Contractor's* employees, which loss will include any indirect or consequential damages;

The *Contractor warrants* that no negotiations or feedback meetings by the *Contractor's* employees shall take place on Transnet premises, whether owned or rented by Transnet.

The *Contractor shall* give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.

The *Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.

The *Contractor* is required to develop a Contingency Strike Handling Plan, which plan the *Contractor* is obliged to update on a three monthly basis. The *Contractor* must provide Transnet with this plan and all updates to the Plan. The *Contractor is* responsible to communicate with its employees on site details of the plan.

7.16 INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES

In the event of any industrial action by the *Contractor's* employees, the *Contractor* is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.

The *Contractor warrants* that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the *Contractor's* employees.

In the event of any industrial action by the *Contractor's* employees, the *Contractor* is obliged:



- a) To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the *Contractor* is required to deliver the report at 8h30 each day.
- b) The Industrial Action Report must provide at least the following information:
 - Industrial incident report,
 - Attendance register,
 - Productivity / progress to schedule reports,
 - Operational contingency plan,
 - Site security report,
 - Industrial action intelligence gathered.
- c) The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.
- d) The management of the *Contractor* is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.

The resolution of any disputes or industrial action by the *Contractor's* employees is the sole responsibility of the *Contractor*.

Access to Transnet premises by the *Contractor* and its employees is only provided for purposes of the *Contractor* delivering its services to Transnet. Should the *Contractor* and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will be deemed to be trespassing.

7.16.1 The *Contractor* complies with the requirements of the IRCC involving the engineering construction *Contractor/S* engaged (including all future *Contractor/S*) by the *Employer*.

The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to IR issues are stated in the paragraphs following:

7.16.2 The PIRM is responsible for ensuring that the *Contractor complies* with the PIRPMP. The PIRM acts on behalf of the *Project Manager*.

7.16.3 The PIRM specific tasks are:

- To complete the PLA prior to the Contract Date; and
- To assign specific duties to the PSIRM.

7.16.4 The PSIRM is responsible for IR (to include the PLA) on the Site and Working Areas and reports to the *Project Manager*.

7.16.5 The SIRM is responsible, *inter alia*, for day-to-day IR on the Site and Working Areas through the implementation of the PIRPMP. The SIRM reports directly to the PSIRM and the *Project Manager*.

7.16.6 The SIRM specific tasks are:

To liaise with the *Contractor* prior to the commencement of construction

activities (as per the *Contractor's* programme accepted by the *Project Manager*) with respect to IR issues under the SIP.

7.17 Subcontracting

7.17.1The *Contractor shall* not employ or bring a Sub-Contractor onto the Site and/or Working Areas without the prior approval of the Project Manager. Further, he shall appoint his Sub-Contractor(s) under the NEC3 Engineering Contract Sub Contract unless approved otherwise by the Project Manager.

7.17.2The Contractor shall not deviate from an approved Sub-Contractors list without prior acceptance of the Project Manager

7.17.3It is a specific condition that the *Contractor subcontracts* a minimum of 30% of the value of the contract in terms of Preferential Procurement Regulations, 2017. The *Contractor* must engage with the local municipal district/wards business forums business entities within the immediate surroundings of the Site/Working Area to maximise business opportunities to satisfy the above requirements. This is to ensure any possible risk pertaining to local business forums are mitigated by the *Contractor* through demonstrating evidence to local business forums when enquired during the execution of the contract.

7.17.4Subcontract documentation, and assessment of subcontract tenders:

- The Contractor is required to appoint his Sub-Contractors under the NEC3 Engineering Contract Subcontract unless accepted otherwise by the Project Manager, and all Sub-Contractors will be required to conform to the requirements as set out herein as if they were employees of the Contractor.
- The Contractor shall ensure that the quality assurance, health and safety, industrial relations, environmental, documentation control and all other requirements placed on him under this contract are transferred into any subcontracts.

7.17.5Where the *Contractor* employs a Sub-Contractor who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a Sub-Contractor operating on the Site and/or Working Areas, then the *Contractor* ensures that any such Sub-Contractor complies with the CEMP, SES and PES as appropriate and that the subcontract documentation places back-to-back obligations on the Sub-Contractor which reflect the *Contractor's* obligations under the CEMP, SES and PES, all within the *Contractor's* Quality Management System.

7.17.6Where the *Contractor* employs a Sub-Contractor who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a Sub-Contractor operating on the Site and/or Working Areas, then the *Contractor* ensures that any such Sub-Contractor complies with the PIRPMP (described under paragraph 4.1.1 of the Works Information) as appropriate and that the subcontract documentation places back-to-back obligations on the Sub-Contractor which reflect the *Contractor's* obligations under the PIRPMP, all within the *Contractor's* Quality Management System as per paragraph 2.5 of the Works Information.

7.17.7Where under the CEMP as described under paragraph 6.4 of the Works Information, the *Contractor* is required to remove an animal, reptile or bird from the Site and/or Working Areas, the *Contractor engages* a Sub-Contractor who is a specialist and qualified for the removal of such animal, reptile or bird (to include the removal of rare, endemic or endangered species). The *Contractor's* attention is drawn to ECC Clauses 26.2 & 26.3.

7.18 Plant and Materials

Quality

7.18.1 The *Contractor* provides Plant and Materials for inclusion in the *works* in accordance with COLTO Section 1200 clause 1205, unless otherwise stated elsewhere in the *Works Information* provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this *Works Information* or as may be subsequently instructed by the *Project Manager*.

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

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

7.18.4 The Contractor performs the following with respect to Plant and Materials procured for the works:

The *Employer reserves* the right to instruct the *Contractor* to provide a certificate as proof of compliance to SANS or other stated standard, for all Plant and Materials used and to be incorporated into the Works.

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

Plant & Materials provided "free issue" by the *Employer*

7.18.6 No Plant and Materials will be provided as "free issue" by the Employer.

7.18.7 The Contractor provides all Plant and Materials necessary for the works.

7.19 Tests and inspections before delivery

7.19.1 The *Contractor* submits to the Supervisor details to certify that tests and inspections have been carried out on Plant and Materials by Others.

7.20 Marking Plant and Materials outside the Working Areas

7.20.1 The *Contractor* prepares and marks items of Plant and Materials outside the Working Areas, however the fabrication of steel will be performed outside the Site. The *Contractor* will be required to mark all steel members that will be for this project.

7.21 Preparation of post Completion contracts

7.21.1 There will be no post completion contracts under linked to this project.



8 List of Annexures

All Annexures are those listed in the Annexure Summary appended to this Works Information.
 All Annexures as listed in the Annexure Summary must be regarded as being part of the Works

List of Annexures

All the annexures listed hereunder shall be deemed to form part of the Works Information.

Annexure	Description / Discipline	Document No(s)
A	Project Health and Safety Specification	HAS-S-0001
B	Health and Safety Specification	2128313-SP-0001
C	Environmental Management Specifications and Guidelines	
D	Baseline Risk Assessment	
E	Drawings	
F	Contractor Documentation Submittal Requirements	DOC-STD-0001_REV 03
G	CAD Standards	ENG-STD-0001
H	General Quality Requirements for Contractors and Suppliers	TNPA-QUAL-REQ-014.1

Annexure A

Annexure A: Technical Specification: Civil Engineering

1 Civil Engineering

1.1 Civil works

The SANS 2001 Series of Specifications are applicable to all Civil Engineering Works associated with this Contract.

In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 2001 Specification (whether standard or written as a particular project specification) contained in the Works Information and the conditions of contract, the conditions of contract take precedence within the ECC3 contract.

In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 2001 Specification (whether standard or written as a particular project specification) contained in this paragraph of the *Employer's* Works Information and specific statements contained elsewhere in C3.1 *Employer's* Works Information, the specific statements contained elsewhere shall prevail, without prejudice to the *Project Manager's* express duty to resolve any ambiguity or inconsistency in the Works Information under ECC3 Clause 17.1.

SANS 1200 Specifications will be applicable to all road works and kerbing works.

1.2 Site Clearance, Earthworks & Layer works

1.2.1 General Civil scope of work

The works for the site clearance, earthworks and layer works include the following:

Clearing of site.

- a. Exposing and relocation of existing services where indicated on drawings and instructed by *Project Manager*.
- b. Removal of existing electrical light poles
- c. Removal of existing premix and layerworks
- d. Bulk excavation and treatment of in-situ material.
- e. Construction of various pavement layers as indicated in drawings.
- f. Installation of new concrete block paving.
- g. Installation of electrical sleeves.
- h. Uplifting and reinstating existing of manhole covers.

And any other work arising out of or incidental to the above, or required of the *Contractor* for the proper completion of the works.

1.2.2 Supporting Specifications

This section, "Site Clearance, Earthworks and Layerworks", shall be read in conjunction with the following SANS and Transnet standard specifications (* = Latest edition);

Title	Document No.	Revision/Date
Earthworks (general)	SANS 2001-BE1	*
Site Clearance	SANS 2001-BS1	*
Earthworks	SANS 1200D	*
Concrete Works (Minor works)	SANS 2001-CC2	*
Masonry Walling	SANS 2001-CM1	*
Earthworks for Buried Pipelines and Prefabricated Culverts	SANS 2001-DP1	*
Medium Pressure Pipelines	SANS 2001-DP2	*
Cable Ducts	SANS 2001-DP3	*
Stormwater Drainage	SANS 2001-DP5	*
Cement Plaster	SANS 2001-EM1	*
Road (general)	SANS 1200-M	*
Asphalt Base and Surfacing	SANS 1200-MH	*
Segmented Paving	SANS 1200-MJ	*
Kerbing and channeling	SANS 1200-MK	*
Ancillary roadworks	SANS 1200-MM	*
Standardized specification for civil engineering construction Section	SANS 1200 MF	*
Standardized specification for civil engineering construction	SANS 1200 ME	*

1.2.3 Earthworks (SANS 1200D)

1.2.3.1 Classification (Sub-clause 3.1)

Notwithstanding the provisions of sub-clause 3.1, the materials excavated will not be classified for the purposes of measurement and payment. The unit rate for excavation shall cover excavation in all materials other than hard rock.

1.2.3.2 Spoil site

All excess material not spoiled to pre-loading areas within the Port of Durban, shall be spoiled off site. The *Contractor* is to make provision in his rates to haul and dispose of the spoil to a registered landfill site and proof of safe disposal must be obtained.

Where spoiling to a dedicated area for pre-loading is permitted on Transnet Property, this shall be obtained in writing from the relevant Department by the *Project Manager*. The *Contractor* shall be responsible for hauling and levelling the spoil on site at the dedicated pre-loading area.

1.2.3.3 Removal of Topsoil

Topsoil shall be stockpiled and secured to prevent erosion and blown by the wind such that the stockpile shall not be disturbed during the construction of other services. Only topsoil that will be required for banks and sidewalks must be stripped and stockpiled to a dedicated temporary area for re-use by the Contractor.

1.2.3.4 Removing Unsuitable Material

Any roadbed material which is considered by the *Project Manager* of quality that would be detrimental to the performance of the completed road shall be removed to widths and depths as instructed by the *Project Manager* and shall be disposed at a registered landfill site and proof of safe disposal must be obtained as prescribed. The excavated area shall then be backfilled with approved imported material compacted to the required density. All import material shall be from a licensed quarry.

1.2.3.5 Exposing existing services

Services are known to exist within the construction area. The *Contractor* shall scan services prior to any excavations. The *Contractor* must be in possession of an Excavation Permit obtained from Transnet, prior to commencing any excavations.

Where services are positively identified and location known, these will be shown on drawings. The *Contractor* shall commence proof trenching to locate and identify services a minimum of 2 weeks prior to construction, to allow for relocation, protection and or amendments to the design of the works.

The *Contractor* shall plot and identify all services located and record these on the "As-built" copy of the Services Plan.

The *Contractor* shall assist when required where alterations to services are required by providing labour, plant and material to carry out the necessary work as instructed by the *Project Manager*.

Claims for extension of time will not be entertained as a result of locating or protecting existing services is less than two weeks ahead of construction.

Responsibility for protection of all known services shall rest solely with the *Contractor*, who shall be responsible for all costs which may arise as a result of damage caused to such services or which may arise as a result of his negligence. The *Contractor* shall also be responsible for dealing with water during construction.

1.2.4 Materials

1.2.4.1 Bulk Excavation

The North Groyne promenade preparation of the roadbed comprises of the following:

- Excavate/remove the in-situ materials to a depth of 1010mm.
- Rip to a depth of 150mm (up to 1160mm below the final pavement surface) and recompact to a minimum density of 93% of Maximum Dry Density at Optimum Moisture Content to achieve a minimum CBR of 3%. Where sand occurs at roadbed level, rip and recompact to a minimum density of 100% of Maximum Dry Density at Optimum Moisture

Content to achieve a minimum CBR of 7%. (Draft Standard – COTO, 2020: Chapters A4.1.5.4 and A5.2.3.4).

- Follow thereon with selected subgrade and other layerworks as required utilising excavated/imported materials (the excavated materials are expected to be suitable for construction of the upper and lower selected layers).

(Ref. Doc No. 2123361-ENG-GEO-RPT-0001 North Groyne Promenade Geotechnical Investigation Report)

1.2.4.2 Disposal of material

All vegetation, trees, hazardous material and contaminated water etc. resulting from site clearance shall be removed off site to a designated a certified landfill site and proof of safe disposal must be obtained. Haulage and disposal to this site shall be included in the rates. Burning of materials on site is not permitted.

1.2.4.3 Construction of Layerworks

Preparation and construction of the pavement layers shall be in accordance with the project specific and general standards and shall have the basic depths, proportions, tolerances, layouts and compaction as indicated on the drawings. It is specifically designed to provide the support to the finished pavement surface. In general, the new Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard – COTO, 2020) is prescribed.

The thickness and minimum compaction requirements for construction of the pavement structure for various layerworks at the **North Groyne Promenade** is as follows:

- 80mm thick, 200x100mm in plan interlocking blocks
- 30mm thick bedding sand
- 2 x 175mm (350mm in total) thick C1 cement stabilised G2 graded crushed stone base: 98% of Maximum Dry Density.
- 150mm thick G2 graded crushed stone upper subbase: 88% of Bulk Density.
- 150mm thick G5 natural gravel lower subbase: 95% of Maximum Dry Density.
- 125mm thick G7 gravel/ soil upper selected layer: 95% of Maximum Dry.
- 125mm thick G7 gravel/soil lower selected layer: 93% of Maximum Dry.
- Rip to a depth of 150mm and recompact to a minimum density of 93% of Maximum Dry Density at Optimum Moisture Content to achieve a minimum CBR of 3%. Where sand occurs at roadbed level, rip and recompact to a minimum density of 100% of Maximum Dry Density at Optimum Moisture Content to achieve a minimum CBR of 7%.

1.2.4.4 Measurement of deviations

Any deviation from the flatness of a plane surface will be measured as the maximum deviation of the surface from the straight line of length 3m joining two points on the surface, determining

by means of a straight-edge, the ends of which are supported on identical unit of suitable thickness placed over each of the points.

1.2.5 Testing

1.2.5.1 Checking

The *Contractor* shall carry out sufficient checks to satisfy himself that the materials used and the workmanship (construction, tolerances and strength) attained comply consistently with the specified requirements. The *Supervisor* will carry out checks and the result made available to the *Contractor*.

1.2.5.2 Trial

The *Supervisor* will identify the trial section for paving and the trial shall be carried in accordance with SABS 1200 MJ – clause 7.2.

1.2.5.3 Quality Control

Workmanship, tolerances and frequency of testing shall be in accordance with the relevant specifications with the following exceptions:

An indirect tensile strength and Dynamic Creep Modulus testing shall be carried out as directed by the *Supervisor* and allowed for in the Schedule of Prices. One test per area.

A minimum of 8 tests per lot (area not to exceed 1500 m²) shall be required for density tests. The nature of the remainder of the tests required is described in clause 7.2 of SANS 1200 ME and SANS 1200 MF

1.2.5.4 Method statement

The *Contractor* shall submit a detailed method statement setting out what quality control procedures will be implemented with respect to:-

Quality assurance during the batching and mixing process. The *Contractor* shall indicate what certification, if any, they have in terms of SANS or ISP quality assurance schemes.

Procedures, methods and plant for the transportation of hot asphalt to site.

Procedures, methods and plant to be used for placing and compacting asphalt on site.

1.3 Demolition

1.3.1 Scope of work

This part covers the removal of premix and electrical light poles shown on the drawing.

1.3.2 Supporting Specifications

This specification must be read in conjunction with the following specifications (* = Latest edition);

Title	Document No.	Revision/Date
Earthworks (general)	SANS 2001-BE1	*
Earthworks	SANS 1200D	*

Road (general)	SANS 1200-M	*
Kerbing and channeling	SANS 1200-MK	*
Ancillary roadworks	SANS 1200-MM	*

1.3.3 Existing services

All known services are provided on the drawing, however, due to the lack of adequate as-built records, the *Contractor* will be required to prove services prior to removal this also includes detection of services. The *Contractor* shall take the necessary precautions to ensure that the services are not damaged.

As soon as any underground service not shown on the drawings is discovered, it shall be brought to the attention of the *Supervisor*. The *Contractor* must in collaboration with the *Supervisor*, ascertain whether or not the service is live. The *Contractor* shall not uplift any such service unless he is instructed to do so.

The *Contractor* shall be held responsible for any damage to known services (i.e. services that are within the site of the works and are shown on the drawing) and he shall take all necessary measures to protect them. In the event of a service being damaged, the *Contractor* shall immediately notify the *Supervisor*. The *Contractor* shall not repair any such service unless he is instructed to do so.

1.3.4 Measurement and Payment

Measurement and payment of all other items not listed below shall be in accordance with the relevant SANS 1200 AND SANS 2001 clauses. The unit of measurement for the individual items shall be as detailed in the bill of quantities.

1.3.5 Demolish and spoil concrete manhole covers

The unit of measurement shall be per square metre of concrete uplifted and disposed.

The rate tendered shall include all costs incurred in uplifting the concrete and disposing of the spoil material to an approved landfill site and proof of safe disposal must be obtained.

1.3.6 Saw Cutting

The unit of measurement shall be per linear metre of a 100mm deep of saw cut. The rate shall include all costs involved in saw cutting through the existing concrete foundations when instructed by the *Supervisor* on site.

1.4 Concrete Works

1.4.1 Scope of Work

The scope of work for the construction of concrete panels shall include for the delivery to site of all materials necessary to complete the works, off-loading on site, storage on-site, setting out, installation and tie in.

And any other work arising out of or incidental to the above, or required of the *Contractor* for the proper completion of the works.

1.4.2 Particular Specifications

This section, "Concrete Works", must be read in conjunction with the following specifications (*=latest edition):

Title	Document No.	Revision/Date
Concrete Works (Minor works)	SANS 2001-CC2	*
Aggregates from natural sources	SANS 1083:1994	*
The Structural use of concrete – Part 2 : Materials and execution of work	SANS 10100-2:1992	*
Cement – composition, specifications and conformity criteria. Part 1: Common cements	SANS 50197-1	*
Portland cement extenders – Part 1 Ground granulated blast furnace slag	SANS 1491-1	*
Portland cement extenders – Part 2 Fly ash.	SANS 1491-2	*
Portland cement extenders – Part 3 Condensed Silica Fume	SANS1491-3	*

1.4.3 Cementitious Binders

Cements, complying with SANS 50197-1 shall be used for all concrete work. The use of masonry cements shall not be allowed.

1.4.4 Coastal Zone

Where the Works is within one kilometre from the sea, one or more of the following cementitious binders shall be used in all concrete applications.

- a. Blast furnace cement, Type III/A, certified as containing not less than 40% and not more than 50% milled granulated blast furnace slag (MGBS), or
- b. A blend of Type 1 Portland cement with not less than 40% and not more than 50% MGBS. MGBS shall comply with SANS 1491 Part 1. Or
- c. Fly ash cement Type II/B-V or Portland fly ash cement Type II/B-W, certified as containing not less than 25% and not more than 30% fly ash shall comply with SANS 1491 Part 2.

1.4.5 Alkali Reactive Concrete

Alkali Reactive Aggregates shall not be used in this project. The equivalent Na₂O content of the concrete shall not exceed 2,0 kg/m³ where % Na₂O equivalent = % Na₂O + (0,658 x %K₂O)

1.4.6 Aggregates

Fine and coarse aggregate shall comply with the relevant clauses of SANS 1083.

If required by the *Project Manager*, the *Contractor* shall submit 40kg samples for approval at least 6 weeks prior to the start of concrete construction. No aggregate shall be delivered for use in the works until approval is given.

1.4.7 Admixtures

Admixtures containing chlorides will not be permitted in reinforced concrete. Where applicable, and as indicated on the drawings, water-retaining structures shall have 'Penetron Admix' as an additive to the concrete mix to 0.8% of cement content by weight by a certified Penetron batching plant.

1.4.8 Cover Blocks

Cover blocks used to ensure the cover to reinforcement shall be made of cement mortar. Cover blocks shall be dense and have a minimum 28 day crushing strength of 50 Mpa and shall be cured in water for at least 14 days before being used. Cover/spacer blocks made of plastic will be permitted.

1.4.9 Concrete Quality

The *Contractor* shall submit a quality assurance plan which will ensure compliance with specification and provide acceptable documentary evidence that all specified operations have been carried out satisfactorily.

Where the minimum dimension to be placed during a single pour is larger than 600mm, and the cement content of the reinforced concrete exceeds the following:

- a. Cement Types I and II/ * S: 400 kg/m³
- b. Cement Types II/B-V and II/B-W: 450 kg/m³

the *Project Manager* may require that measures be instituted to reduce heat development in the concrete.

1.4.10 Batching

All cementitious binders shall be batched by full sack or by mass batching with approved precision weighing equipment.

All aggregates shall be precisely measured by mass using approved precision weigh-batching equipment, unless otherwise approved by the *Project Manager*.

Should any variation in the composition of the aggregate become apparent, the *Project Manager* shall be notified and a further sample of aggregate submitted immediately for his approval.

1.4.11 Concrete Placing

The *Supervisor* shall approve the size, shape and depth of any excavation before concrete is placed.

Unless otherwise approved by the *Supervisor*, no concrete shall be placed until the fixed reinforcement has been accepted and confirmed in writing by a Release Certificate signed off by:

- a) The *Supervisor*
- b) The Surveyor - It shall be the responsibility of the *Contractor* to call the Surveyor prior to pouring concrete to verify and confirm all levels, co-ordinates and alignment of the structure to be cast.

No concrete shall be placed unless both the above signatories appear on the Pour Release Certificate.

1.4.12 Construction Joints

Unless otherwise shown on the drawings, the exact position of horizontal construction joints shall be marked on the formwork by means of grout checks in order to obtain truly horizontal joints.

Joint lines shall be so arranged that they coincide with features of the finished work.

Where new concrete is to be cast against a hardened concrete surface, neat cement slurry mixed to a creamy consistency shall be brushed onto the cleaned concrete surface.

Contraction joints shall be smooth and shall have one coat of lime wash or PVA applied to the older surface prior to casting the fresher concrete.

1.4.13 Finishes

Classification of finishes - The surface condition required on all exposed finished concrete shall be smooth.

The specified finish to the constructed concrete paving shall be:

(i) Burlap-Drag Finish

A burlap drag finish in terms of which a longitudinal burlap-drag finish shall be applied when the water sheen has practically disappeared. The drag shall consist of at least 4 layers of 340 g/m² burlap forming a drag having at least 1,2m in contact with the pavement across its full width. Drags shall be kept clean and damp while in use and must be discarded when they can no longer be cleaned.

(ii) Broom Finish

If the consistency of the concrete prevents the effective use of burlap drag, an approved transverse wire broom finish shall be applied when the water sheen has practically disappeared.

1.4.14 Curing Compound

Unless otherwise directed by the *Project Manager*, the curing compound shall be:

- a. An approved trafficable, resin-based, white pigmented, membrane forming for slopes flatter than 1:1.
- b. An approved clear, aesthetically acceptable, membrane forming for all other concrete surfaces, including beam and slab soffits.

The curing compound shall comply with specification ASTM C309, except that the maximum permissible water loss in the test shall be 0,40 kg/m².

Alternatively, the curing compound shall be acceptable if the treated concrete retains 90% or more of its mixing water when subject to the test set out in BS 8110 Part 1 – Chapter 6.6.

1.4.15 Curing Compound Application

The total application rate of the curing compound shall be the greater of the supplier's specification or 0,90 ℓ/m². On textured concrete surfaces, the total application rate shall be 0,90 ℓ/m².

In cases of concrete surfaces with run-off problems, it may be necessary to apply more than one coat of membrane forming curing compound to obtain the specified total or cumulative application rate.

Curing in accordance with SABS 1200 G shall commence on all concrete surfaces as soon as it is practical.

On unformed surfaces the curing compound shall be applied after finishing and as soon as the free water on the surface has disappeared and no water sheen is visible, but not so late that the liquid curing compound will be absorbed into the concrete.

On formed surfaces, the exposed concrete shall be wet with water immediately after the forms are removed and kept moist until the curing compound is applied.

Application of the curing compound shall begin once the concrete has reached a uniformly damp appearance with no free water on the surface.

Application of the compound may be done by hand or power spray.

The compound shall be applied at a uniform rate with two applications at right angles to each other to ensure complete coverage.

Pigmented compounds, without a thixotropic agent, shall be adequately stirred to assure even distribution of the pigment during application.

Unless otherwise directed by the *Supervisor*, the initial 24 hour curing of concrete surfaces not covered by formwork shall be carried out by ponding, covering with constantly wetted sand or mats, or continuous spraying in accordance with SABS 1200 G when the following climatic conditions occur:

- a. Wind velocity greater than 5 m/s and/or
- b. Ambient temperature is above 25 °C and/or
- c. The relative humidity is below 60 %

If plastic shrinkage occurs, the concrete, while still plastic, shall be re-vibrated, floated and re-coated with curing compound as if no curing has previously taken place.

1.4.16 Curing Period

The curing period for concrete containing only CEM 1 shall be 7 days.

The curing period for concrete containing CEM 1 plus cement extenders (GGBS, FA) shall be 10 days.

The curing period will start on completion of the concrete pour and for formed surfaces shall include the time for which forms are still in place after the pour.

1.4.17 Concrete Records

The *Contractor* shall maintain the following daily records for every part of the concrete structure and shall make these available at all times during the progress of the work for inspection by the *Supervisor* or *Project Manager*.

- a. The date and time during which concrete was placed
- b. Identification of the part of the structure in which the concrete was placed
- c. The mixed proportions and specified strength
- d. The type and brand of cement
- e. The slump of the concrete
- f. The identifying marks of test cubes made
- g. Curing procedure applied to concrete placed

- h. The times when shuttering was stripped and props removed
- i. The date of despatch of the cubes to the testing laboratory
- j. The test results.

The records shall be delivered to the *Project Manager* each week except in the case of sub-standard concrete, when the *Project Manager* shall be informed immediately.

1.4.18 Tolerances

Deviations shall be within the limits listed in SANS 2001-CC2 for degree of accuracy II unless otherwise specified.

1.4.19 Testing and Monitoring

Frequency of sampling and testing shall be as specified in SANS 2001-CC2.

- a. If the quantity of concrete from which samples were taken exceeds 40 m³, it shall be subject to the testing of a minimum of 3 sets of samples per day from each grade of concrete placed in each independent structure.
- b. If the quantity of concrete from which samples were taken is less than 40 m³, it shall be subject to the testing of a minimum of 2 sets of samples per day from each grade of concrete placed in each independent structure.

1.4.20 Formwork (Clause 5.2)

All exposed concrete corners shall be provided with 20mm x 20mm chamfers.

1.4.21 Joint Sealant

Preformed elastomeric compression joint seals:

Shall comply with SANS Standard Specification 1023 for Type 1 and 2 seals and shall be of an approved configuration

Seals shall be supplied in the longest lengths possible. A 2m long sample of each size and type of seal, which the *Contractor* proposes to use, shall be submitted for approval.

Adhesive used with compression seals shall be as recommended by the manufacturer of the seal and shall have lubricating qualities.

Cold-applied sealant shall consist of two-component polysulphide complying with SANS Standard Specification 110

Alternative sealants will be considered provided that full details of the sealant's characteristics and applicable specification are submitted to the *Supervisor* for acceptance prior to application.

Application of these sealants will be subject to the manufacturer's instructions.

- a. cold-applied, one component, low modulus silicone sealant
- b. cold-applied, two component polyurethane
- c. cold-applied, two-component elastomeric sealant with resistance to diesel, petrol and other fuel oils

1.4.22 Joint Filler

Pre-moulded expansion joint filler shall comply with AASHTO M153 or M213-65. The filler for expansion joints shall be supplied as a single piece of the required depth and length equal to the panel width unless otherwise agreed. When more than one piece is authorised for a joint, the abutting ends shall be fastened and held accurately to shape.

1.5 Cable Ducts

1.5.1 Scope of Work

The works for the cable ducts include the following:

- a) Excavation, bedding and backfill for cable ducts.
- b) Supply and lay uPVC – Class 34 (SANS 791) pipes.
- c) Laying of cable duct markers.

And any other work arising out of or incidental to the above or required of the *Contractor* for the proper completion of the works.

1.5.2 Supporting Specifications

This section, "Cable Ducts", shall be read in conjunction with the following SANS standard specifications (*=latest edition):

Title	Document No.	Revision/Date
Earthworks (general)	SANS 2001-BE1	*
Medium Pressure Pipelines	SANS 2001-DP2	*
Cable Ducts	SANS 2001-DP3	*

1.5.3 Materials

All cable ducts shall consist of the indicated number and size of pitch impregnated fibre pipes or, where indicated, hard setting durable plastic pipes.

1.5.4 Construction

1.5.4.1 Laying

Unless otherwise directed by the *Supervisor*, the ducts shall be laid as shown on plan layout drawing of the Standard Specification.

1.5.4.2 Pipe-Laying Personnel

The laying of pipes and ancillary fittings shall be performed only by a qualified person who is registered by the local authority as an artisan in the plumbing, pipefitting or drain-laying trades, or who is qualified by reason of having attended a course on pipe-laying of the Civil Engineering Industry Training Board.

1.5.4.3 Preparation of Trench Bottom

All trench bottoms shall be prepared in accordance with SANS 1200 DP1.

1.5.4.4 Cutting of PVC and or Similar Pipes

A fine-toothed hacksaw with mitre attachment set at 90° should be used to cut pipes to the required length. Each cut end should be square and the outer edge evenly chamfered by means of a rasp or file or specifically designed chamfering tool. The chamfer must not extend further than half the wall thickness. Cut ends must be free from swarf, burrs, channels, and loose material.

When the length of the pipe to be cut is determined, allowances must be made for the length of any socket attached to the pipe and for a movement of at least 6mm in any rubber ring type socket into which the pipe is to be inserted.

1.5.4.5 Laying and Jointing of PVC and or Similar Pipes

Pipes that have been exposed for several hours to direct sunlight and have become hot should not be laid until they have cooled to a temperature of approximately 25°C.

Rubber ring jointing may be carried out in the trench. The pipeline should be laid directly on to the prepared bedding in the trench, and bricks or other hard bodies must not be placed under the pipeline for either temporary or permanent support. Rubber rings used must be those supplied by the pipe or fitting manufacturer. All spigots must be checked to ensure that they are free from burrs, and spigots, sockets and rings must be cleaned with a dry cloth. The pipe end must be chamfered to an angle of approximately 15° and the depth of entry must be marked on the spigot. This mark must be so positioned as to allow a 6mm clearance between the spigot and the bottom of the socket. A thin film of a lubricant recommended by the manufacturer should be applied to each rubber ring and each spigot.

1.5.5 Depth, position and marking of ducts

1.5.5.1 Electrical Cable Ducts

All cable ducts are to be laid at least 800mm below finished ground/road level (or as specified on drawings) and the pipes must protrude 500mm beyond the edge of the hardened roadway or storm water drain. In cases where the duct is crossing roads, the ducts shall be concrete encased as per the cable spec. Both ends of each duct must be sealed with an end cap. The position of each duct crossing shall be indicated on site using suit-able markers;

Draw wires must be provided in each duct and duct ends must be sealed with suitable stoppers. A double strand copper wire of at least 2,8mm² cross section that will serve as a screen and is to be installed approximately 200mm above all ducts over its entire length.

1.5.6 On-site Storage

The *Contractor* shall be allocated a storage area on site and shall be responsible for all materials stored on site until such time that the laid cable ducts have been handed over to the *Employer*. Pipes should be stored on level ground that is free from stones and sharp objects, and should be so stacked (in a stack of cross formation) that the load on each pipe is uniform throughout its length.

Socketed pipes should be stacked such that the sockets are at different ends in each alternate layer and protrude from the stack.

The height of the stack should not exceed 1m, and pipes of different diameters and class should not be stacked together. Protective packing should not be removed until immediately before use.

1.6 Drawing list

Drawing No.	Title
XDN.E.0048-1-000-C-GA-0001-01	GENERAL ARRANGEMENT
XDN.E.0048-1-000-C-LA-0001-01	SITE LAYOUT (01 OF 02)
XDN.E.0048-1-000-C-LA-0001-02	SITE LAYOUT (02 OF 02)
XDN.E.0048-1-000-C-SE-0001-01	CROSS SECTIONS
XDN.E.0048-1-000-C-LA-0002-01	DEMOLITION LAYOUT

Annexure A: Works Information: Architectural

1.1 Building works

The Model Preamble for Trades as published by the Association of South African Quantity Surveyors Model Preamble for Trades 2017 shall be applicable to all the building Works associated with this contract. The following interpretations and meanings shall apply:

In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 2017 (whether standard or written as a particular project specification) contained in the *Works Information* and the *conditions of contract*, the *conditions of contract* shall take precedence within the ECC3 Contract.

In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 2017 (whether standard or written as a particular project specification) contained in this paragraph of *Employer's Works Information* and specific statements contained elsewhere in C3.1 *Employer's Works Information*, the specific statements contained elsewhere shall prevail, without prejudice to the *Project Manager's* express duty to resolve any ambiguity or inconsistency in the *Works Information* under ECC3 Clause 17.1.

Within the Model Preambles for Trades 2017, the following amendments and interpretations shall apply:

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

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

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

Where the Model Preambles for Trades 2017 mention "rates" for measured work and any contractual statements relating to payment, all such statements shall be discounted, with the ECC3 *conditions of contract* taking precedence.

Within the Model Preambles for Trades 2017, A. GENERAL, the following amendments and interpretations shall apply:

Where the word or expression "bills of quantities" is used, this shall be discounted for the purposes of the *Works Information*. The ECC3 Contract Data Part One states the main option to apply within the ECC3 Contract between the Parties.

Within the Model Preambles for Trades 2017, B. ALTERATIONS, B.2 MATERIALS FROM THE ALTERATIONS, CREDIT, ETC and C. EARTHWORKS, C1.4 Materials from demolitions shall not apply. C3.1 *Employer's Works Information* paragraph 3.1.6 states details of the *Contractor's* title (if any) to Materials arising from excavations and/or demolitions and how such Materials are either to be disposed of or re-used in the *works*.

The principles, meanings and interpretation stated and established within paragraphs with respect to the Model Preambles for Trades 2017 equally apply to the other Model Preambles for Trades references used within this paragraph of C3.1 *Employer's Works Information*.

1.1.1 Particular specifications provided by the Employer:

a) Manufacturers Instruction and Specifications

All materials and products shall be used and installed in strict accordance with the manufacturer's instructions and specifications

b) Use of Locally manufactured materials and products

Materials and products manufactured in South Africa shall be used in carrying out the work to which this specification refers, unless an imported product is prescribed specifically, or when no suitable locally manufactured product for the specific use is available.

c) Samples

Prior to installation, the *Contractor* shall furnish without delay, such samples and/ or certificates as called for by the *Supervisor / Project Manager*.

Samples shall be provided by the *Contractor* for approval to confirm the size, type, finish and the colour of paving blocks, concrete finishes, handrails and balustrade panels. These approved sample range shall remain on site or in the site offices for the duration of the Works.

Samples of the four colours of paving blocks (red, grey, apricot and charcoal), handrails and balustrade shall be provided. Materials and/or workmanship not corresponding with approved samples may be rejected.

A sample panel of the concrete block paving pattern (Approximately 17,8m x 8,5m) shall be laid for approval of the *Supervisor/ Project Manager*.

d) Demolition

The existing balustrades along cope wall is to be removed and returned to client (TNPA). The base plate to be removed and bolts angle grinded down in line with the surface.

The existing concrete surface along the concrete cope shall be repaired and filled with "Sika Monotop" system or similar/ equivalent, where required. All repairs to be done in strict accordance with the manufacturer's specification and recommendations.

The concrete cope surface shall be made good to receive new 1,080mm Cochrane ClearVu balustrade or similar/equivalent.

The Structural Engineer shall inspect the concrete cope prior to installation and validate whether the concrete cope is in good condition to receive the new balustrade. Any repair work required shall be reviewed and accepted by the Structural Engineer.

e) New Balustrade along concrete cope

New 1080mm Cochrane "ClearVu" invisible wall panel balustrade or similar/ equivalent shall be installed according to the manufacturer's specifications. The panel lengths and the position of the base plates to concrete cope shall be marked out and shall be confirmed with the Project Manager prior to installation. The colour of the fence and posts to be standard "green" to match the existing fencing on the site.

f) New Handrail along ramp

New 1000mm Cochrane "ClearVu" balustrade with infill mesh and polished stainless steel handrail shall be installed along the ramp in strict accordance with

manufacturers specification. Stainless steel to be Grade 316. The colour of posts and mesh to be standard green. The ramp dimensions, ramp gradient, baseplate positions shall be checked and verified prior to manufacture and installation of the balustrade. Shop drawings shall be issued to Engineer for approval prior to manufacture and installation.

g) Concrete Pavers

Block S-A concrete paving blocks 200mm x 100mm x 80mm (40Mpa) for heavy duty areas shall be laid in strict accordance with the manufacturers specification and SANS 1058. Concrete Blocks shall be laid in herringbone pattern in accordance with colours specified, and as per detail layout pattern provided.

Refer to “Concrete Block Paving” Book 3 - Specification and Installation”, as documented by the Concrete Manufacturers Association.

The units as supplied shall be free from defects and cracks that detract from their general appearance. No unit with 5mm exceeding dimension shall be used or with covering more than 3% of the periphery of the surface that intend to be exposed. No unit shall have any protuberance of height exceeding 3mm.

Any deviation from flatness of a plan surface will be measured as the maximum deviation of the surface from any straight line of length 3 m joining two points on the surface, determined by means of a straight-edge the ends of which are supported on identical blocks of suitable thickness placed over each of the points.

The surface texture and colours of the units shall fall within the approved sample range of texture and colours represented by the manufacturers approved samples, that shall be inspected and approved prior to installation.

h) Paving as laid

The finished paved surface and pattern shall present the smooth surface or meet Supervisor’s requirements.

i) Concrete Paving - PERMISSIBLE DEVIATION, (mm)

ITEM DEGREE OF ACCURACY

II a) Units as Manufactured

- 1) Deviation of length from nominal length * * ± 2
- 2) Deviation of width from nominal width * * ± 2
- 3) Deviation of depth (or thickness) from nominal depth (or thickness) * * ± 3
- 4) Deviation of squareness (measured as specified in SANS 1058) * * ± 2

b) Foundation layers

- 1) Deviation of top subbase layer from designated level * * ± 10
- 2) Smoothness of top subbase layer measured on a 3m straight line in any direction * * ± 10

3) Thickness of 25 mm compacted sand bedding layer * * ± 10

c) Finished paving. The finished surface of the paving shall, 3 months after opening to traffic, be accurate to within the following limits:

1) Line of pattern

i) Deviation from any 3 m straight line maximum * * 10

ii) Deviation from any 20 m straight line maximum * * 20

2) Vertical deviation from 3 m straight line

i) at kerbs, channels, gullies, manholes and other edge restraints * * + 3, -0

ii) elsewhere (subject to adjustment as necessary for vertical curve) * * +10, -15

3) Surface levels of adjacent units, difference not to exceed * * 3

4) Deviation of finished surface level from designated level, subject to compliance with 6.1.1 and 7.6 * * +10, -15

* As stated in the project specification, if required.

j) Concrete Paving – Frequency of Checks on smoothness

The frequency of checks on smoothness carried out by the Contractor shall, in the case of roads, conform to the relevant requirements of Subclause 6.3 of SANS 1200 M and, where an area other than a road is being paved, a check shall be carried out on every 300m² (max.) of area paved.

The bedding sand layer should not be used to make up for inaccuracies of level of the top of the subbase layer or top of the compacted subgrade if a subbase is not constructed.

k) Checking

The Contractor shall carry out sufficient checks to satisfy himself that the materials used, and the workmanship (construction, tolerance and strength) attained comply consistently with the specified requirements. Checks will be carried out by the Engineer and the results made available to the Contractor.

l) Protection of works

The Contractor shall provide all necessary dust sheets, hoarding, etc. and shall exercise all necessary care to prevent marking surfaces, floors, electrical fittings, etc. and shall keep all parts of the works perfectly clean and free at all times from spotting, accumulation of rubbish, debris of dirt arising from the operations. Any surface disfigured or otherwise damaged shall be completely renovated or replaced as necessary by the Contractor at his own expense to the Supervisor's approval. The premises shall be left clean and fit for occupation at completion of the work.

1.2 List of Architecture drawings

1.2.1 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.

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

Drawing Number	Detail
XDNE048-1-000-A-DE-0001-01	PROMENADE TERRACING AND CARPARK UPGRADE RAMP DETAIL & BALUSTRADE DETAIL
XDNE048-1-000-A-LA-0001-01	PROMENADE TERRACING AND CARPARK UPGRADE GENERAL LAYOUT, FLOOR LAYOUT AND SECTIONS
XDNE048-1-000-A-DE-0002-01	PAVING PATTERN DETAIL

Annexure A: Technical Specification: Electrical Engineering

1. Electrical Engineering

1.1 Scope of Work

The scope to be carried out by the *Contractor* shall include but not be limited to the following:

- a. The removal of the existing infrastructure along the promenade.
- b. The Supply, Delivery, installation and commissioning of all the associated works for the lighting upgrade.
- c. Supply and installation of lightning protection and earthing of the lighting structures.
- d. The Supply delivery and Installation of cabling and terminations, to power the lighting and associated infrastructure.
- e. Commission and testing of the entire installation and hand over to the *Employer*.

1.2 General

- 1.2.1 Transnet National Port Authority's (TNPA) appointed electrical personnel shall provide access to the main electrical distribution boards that will provide power to the associated works.
- 1.2.2 For access, the *Contractor* shall submit a notification to the Project Manager 48 hours prior to any requirement. The *Contractors* programme should indicate access requirement dates aligned with clause 3.1.2.
- 1.2.3 Prior to any work taking place *Contractor* to submit condition assessment of the existing electrical infrastructure.

1.3 Standard of work, Plant and Materials

- 1.3.1 The electrical installation shall conform to the requirements of the latest edition and amendments of SANS 10142-1 Code of Practice for the Wiring of Premises and any additional requirements thereto, described in this specification.
- 1.3.2 All Plant and Materials used shall be of high quality and the work shall be of a high standard of workmanship carried out by qualified staff (Foreman, Installation electrician with a wireman's license from the department of labour) under proper supervision by experienced and competent officers.
- 1.3.3 All Plant and Material shall comply with the relevant National or International recognised standard specification.

1.4 Generic Specifications

All Design's undertaken, Plant's and Materials supplied by the *Contractor* in agreement with the *Employer*, with the intention to execute the *works* detailed in this document, shall comply in general with all associated Transnet Specifications listed below. It is understood that Transnet Specification requirements are more stringent than the SANS standard requirements, the Contractor is required to fully comply with the Transnet Specifications. In the case where SANS standard is stringent than Transnet Standard, the Contractor shall comply with SANS Standard. The *Contractor* shall also verify all site details given in the *Employers'* drawings.

Specification No.	Description
TPD-002-DBSPEC	Technical specification for low voltage distribution boards
TPD-003-CABLESPEC	Technical specification for the installation of medium and low voltage cables.
TPD-004-EARTHINGSPEC	Technical specification for earthing and the protection of buildings and structures against lightning.

1.5 Service Conditions

The Plant and Material shall be designed and rated for continuous operation under the following conditions:

A	Altitude	0 to 1800m above Sea Level
B	Ambient temperature	-5°C to +40°C (daily average +35°C)
C	Relative humidity	As high as 96%
D	Lightning conditions	Severe, with a maximum lightning ground flash density of 4 flashes per km ² per annum
E	Atmosphere	Salt laden and corrosive industrial chemical and dust laden nature. Frequent heavy rains driven by wind reaching speeds of 100 Km/h and above

1.6 Lightning Conditions

All lightning protection Plant and Material offered shall be rated to withstand the following conditions:

- Current: The peak lightning current and its rate of rise of rise Shall be regarded as severe when $I_{MAX} = 200kA$.
- Voltage: The highest cloud potential shall be assumed to be More than 100MV, where; $Q = CV$, where Q is Assumed at 100C and C to be 10-7

1.7 Normative References

The following publications and specifications (latest edition) shall apply where contextually correct:

SANS 10313	Protection against Lightning – Physical damage to structures and life hazard
SANS 10064	Code Of Practice For The Preparation Of Steel Surfaces For Coating.
SANS10142-1	Code Of Practice For The Wiring Of Premises
SANS 10389-1	Exterior Lighting Part 1: Artificial Lighting Of Exterior Areas For Work And Safety
OHS Act	Occupational Health And Safety Act Of 1993
SANS 10199	The Design And Installation Of Earth Electrodes
SANS152	Low Voltage Air Breaker Switches, Connectors, Switch Disconnectors, Fuse Combination Units.
SANS 172	Low Voltage Fuses
SANS 767-1	Earth Leakage Protection Units.
SABS 763	Hot Dip Zinc (Galvanised) Coatings
SABS 950	Non-metallic Conduit And Fittings.
SANS 1091	National Colour Standards For Paints.
SANS 1065-1	Metal Conduits And Fittings For Electrical Wiring
SABS 1180	Electrical Distribution Boards
SANS 1507	Electric Cables With Extruded Solid Dielectric Installation For Fixed Installations
SANS 1279	Floodlight Luminaires
SABS IEC 439	Low Voltage Switchgear

1.8 North Groyne

1.8.1 Promenade

- a) The *Contractor* shall uninstall all the existing luminaires and spigots from the existing poles around the Promenade as shown in drawing no: XDN.E.0048-1-000-E-LA-0001-01. All removed luminaires and spigots around the Promenade to be issued to *Employers* maintenance manager at the *Employers* Power Supplies and Service Depot no: 1 Kuwait road, Fynnlands, Durban. A handover certificate to be submitted to the project manager for record purposes.
- b) The *Contractor* shall uninstall with care all existing poles around the Promenade as shown in drawing no: XDN.E.0048-1-000-E-LA-0001-01. All removed poles around the Promenade to be issued to *Employers* maintenance manager at the *Employers* Power Supplies and Service Depot no: 1 Kuwait road, Fynnlands, Durban. A handover certificate to be submitted to the project manager for record purposes.

- c) The *Contractor* shall carry out the required trench work and area preparation for the installation of new cables to supply the new street light poles around the promenade side as shown in drawing no: XDN.E.0048-1-000-E-LA-0001-01. The *Contractor* shall take into consideration all other discipline drawings as they are also undertaking work in this area.
- d) The *Contractor* shall supply, deliver and install similar or equal approved to LEDlume-Midi 64 LEDs, 140W, 700mA, 5119 Optics, 10kV surge protection device as indicated in drawing number: XDN.E.0048-1-000-E-LA-0001-01. Prior to ordering the luminaires specification to be accepted by *Supervisor*.
- e) The *Contractor* shall supply, deliver and install 9 x 10m steel galvanised street light poles with galvanised steel with double spigots. The poles shall all be painted in accordance with the Transnet specification EEAM-Q-008 and must meet all the relevant quality requirements. The poles shall be supplied complete with protection switchgear inside the poles. The proposed poles shall be installed complete with fittings to mount the 2 luminaires as illustrated in drawing no: XDN.E.0048-1-000-E-LA-0001-01. Prior to ordering the lighting poles details to be accepted by *Supervisor*.
- f) The *Contractor* shall supply, deliver and install 3 x 9m steel galvanised street light poles with hot dip galvanised steel spigots. The poles shall all be painted in accordance with the Transnet specification EEAM-Q-008 and must meet all the relevant quality requirements. The poles shall be supplied complete with protection switchgear inside the poles. The proposed poles shall be installed complete with fittings to mount a single luminaire as illustrated in drawing no: XDN.E.0048-1-000-E-LA-0001-01. Prior to ordering the lighting poles details to be accepted by *Supervisor*.
- g) The *Contractor* shall supply deliver and install 6mm² 4-core PVC insulated PVC bedded SWA PVC sheathed 600/1000V copper cable joints as shown on drawing no: XDN.E.0048-1-000-E-LA-0001-01.
- h) The *Contractor* shall supply deliver and install 4mm² 4-core PVC insulated PVC bedded SWA PVC sheathed 600/1000V copper cable joints as shown on drawing no: XDN.E.0048-1-000-E-LA-0001-01.
- i) The *Contractor* shall supply, deliver and install 3 x 3-way junction box complete with cable glands, circuit breaker, terminal block and all other accessories inside the junction box, as shown on drawing no: XDN.E.0048-1-000-E-LA-0001-01.
- j) The *Contractor* shall supply, deliver and install 1 x 2-way junction box complete with cable glands, circuit breaker, terminal block and all other accessories inside the junction box, as shown on drawing no: XDN.E.0048-1-000-E-LA-0001-01.
- k) Alterations to the existing Harbour kiosk: The *Contractor* shall supply, deliver and install all the circuit breakers on the existing Harbour electrical kiosk. The contractor to ensure that the circuit breakers that they are supplying, the fault level matches with the existing and they are

of high quality. The circuit breakers shall be used to supply the lighting circuits shown in drawing no: XDN.E.0048-1-000-E-LA-0001-01 and XDN.E.0048-1-000-E-LA-0001-02.

- l) The *Contractor* shall supply and install new earthing and lightning protection to the new poles. The *Contractor* shall also supply and install stainless steel finials and bonding of the street pole to ground in all the street poles. Test results shall be submitted to the *Employer's* Engineer.
- m) Should the *Contractor* suggest different luminaires, they are to undertake simulations, designs and submit to the *Employer's* Engineer for acceptance. The technical specification for the proposed luminaire shall be submitted with the designs.
- n) The *Contractor* is required to test the installation in the presence of the *Supervisor* and *Employer's* and issue an electrical "Certificate of Compliance" (COC) for all work done to the satisfaction of the *Supervisor* and *Employer's* Engineers.
- o) The *Contractor* shall undertake a lighting survey at night to measure and record the lighting level in the area where work was undertaken in the presence of the *Supervisor* and *Employer's* Engineers. The *Contractor* shall notify the *Supervisor* and *Employer's* Engineer, seven days prior to the lighting survey.

1.8.2 Wall Installation

- a) The *Contractor* shall supply, deliver and install similar or equal approved to 110 x LED Bulkhead series 52, 16W, wall light luminaire with vandal proof glass, to be surface mounted into the wall as indicated in drawing number: XDN.E.0048-1-000-E-LA-0002-01 to XDN.E.0048-1-E-LA-0002-06. These luminaires will be installed in the existing openings.
- b) The contractor shall supply, deliver and install 97 x 2mm thick, grade 316 stainless steel brushed plate (360mm x 260mm), as shown on drawing no: XDN.E.0048-1-000-E-LA-0002-03 to XDN.E.0048-1-000-E-LA-0002-06.
- c) The contractor shall supply, deliver and install a grade 316 stainless steel brushed cover
- d) The *Contractor* shall supply, deliver and install 1100m x 10mm² 4-core PVC insulated PVC bedded SWA PVC sheathed 600/1000V copper cable as shown on drawing no: XDN.E.0048-1-E-LA-0002-01 to XDN.E.0048-1-000-E-LA-0002-03.
- e) The *Contractor* shall supply, deliver and install 600m x 4mm² PVC insulated PVC bedded SWA PVC sheathed 600/1000V copper cable joints as shown on drawing no: XDN.E.0048-1-E-LA-0002-03 to XDN.E.0048-1-000-E-LA-0002-06.
- f) The *Contractor* shall supply, deliver and install 20m x 2.5mm² 2 core Red & Black surfix cable PVC sheathed 300/500V as shown on drawing no: XDN.E.0048-1-000-E-LA-0002-03 to XDN.E.0048-1-000-E-LA-0002-06.

- g) The *Contractor* shall supply, deliver and install 20m x 2.5mm² Blue & Black surfix cable PVC sheathed 300/500V copper cable as shown on drawing no: XDN.E.0048-1-000-E-LA-0002-03 to XDN.E.0048-1-000-E-LA-0002-06.
- h) The *Contractor* shall supply, deliver and install 20m x 2.5mm² White & Black surfix cable, PVC sheathed 300/500V copper cable as shown on drawing no: XDN.E.0048-1-000-E-LA-0002-03 to XDN.E.0048-1-000-E-LA-0002-06.
- i) The *Contractor* shall supply, deliver and install 1 x 4-way junction box No:1 complete with cable glands, circuit breaker, terminal block and all other accessories inside the junction box, as shown on drawing no: XDN.E.0048-1-000-E-LA-0002-03 to XDN.E.0048-1-000-E-LA-0002-06.
- j) The *Contractor* shall supply, deliver and install 10 x 4-way junction boxes No:2 complete with cable glands, circuit breaker, terminal block and all other accessories inside the junction box, as shown on drawing no: XDN.E.0048-1-000-E-LA-0002-03 to XDN.E.0048-1-000-E-LA-0002-06.
- k) The *Contractor* shall supply, deliver and install 97 x 3-way junction boxes complete with cable glands, compression gland, terminal block and all other accessories inside the junction box, as shown on drawing no: XDN.E.0048-1-000-E-LA-0002-03 to XDN.E.0048-1-000-E-LA-0002-06.
- l) The *Contractor* shall use the existing photo cell to integrate into the wall light circuit for operation during the night.
- m) All alterations to the existing Harbour kiosk: the contractor shall supply, deliver and install a three phase circuit breaker, single phase breakers and a contactor in the existing Harbour kiosk. This circuit breaker shall be used to supply the lighting circuit shown in drawing no: XDN.E.0048-1-000-E-LA-0001-02.
- n) Should the *Contractor* suggest different luminaires, they are to undertake simulations and submit to the Employer's Engineer for acceptance. The technical specification for the proposed luminaire shall be submitted with the designs.
- o) The *Contractor* is required to test the installation in the presence of the Employer's Engineers and issue electrical "Certificate of Compliance" (COC) for all work done to the satisfaction of the *Employer's* Engineers.
- p) The *Contractor* shall undertake a lighting survey at night to measure and record the lighting level in the area where work was undertaken in the presence of the *Employer's* Engineers. The *Contractor* shall notify the *Employer's* Engineer, seven days prior to the lighting survey.

1.9 Testing and Commissioning the entire Installation

- a) The *Contractor* shall test the entire installation, including but not limited to the LV installation and the lighting installation as per SANS 10142-1 and hand over all relevant test certificates to the *Employer's* Project Manager for acceptance.

1.10 Earthing and Lightning Protection

- a) The *Contractor* shall supply and install earthing and lightning protection to all street light poles and high masts in accordance to specification No. TPD: 004-EARTHINGSPEC; “Transnet National Ports Authority Specification for lightning protection and earthing”.
- b) The earth electrodes and couplers used on all street light poles shall be manufactured from stainless steel and in accordance to SABS 1063.
- c) The earth electrode resistance shall not exceed the requirements of SANS 10142-1 and SANS 10313.
- d) The *Contractor* shall submit all the proposed designs to the *Employers* Engineer for acceptance.

1.11 Compliance Certificate

- a) The *Contractor* is required to test the installation in the presence of the *Employer* 's Engineers and issue compliance certificates for lightning protection and earthing systems (SANS 10313) for all work done to the satisfaction of the *Employer*'s Engineers.
- b) The *Contractor* is required to test the installation in the presence of the *Employer*'s Engineers and issue compliance certificates for Low Voltage Installations (SANS 10142-1) for all work done to the satisfaction of the *Employer*'s Engineers.
- c) The *Contractor* shall submit a full set of completed and valid compliance certificates to the *Employer*.

1.12 List of Drawings

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

Drawing number	Revision	Title
XDNE048-1-000-E-LA-0001-01	OA	Durban Harbour Entrance, North Groyne Promenade Terracing upgrade, Proposed Lighting Layout
XDNE048-1-000-E-LA-0001-02	OA	Durban Harbour Entrance, North Groyne Promenade Terracing upgrade, Alteration of the existing kiosk Single Line Layout
XDNE048-1-000-E-LA-0002-01	OA	Durban Harbour Entrance, North Groyne Promenade Terracing upgrade, Proposed Wall Lighting Layout
XDNE048-1-000-E-LA-0002-02	OA	Durban Harbour Entrance, North Groyne Promenade Terracing upgrade, Proposed Wall Lighting Layout
XDNE048-1-000-E-LA-0002-03	OA	Durban Harbour Entrance, North Groyne Promenade Terracing upgrade, Proposed Wall Lighting Layout

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2024/03/0007/59398/RFP

DESCRIPTION OF THE WORKS: UPGRADE OF THE NORTH GROUYNE PROMENADE IN
THE PORT OF DURBAN FOR A PERIOD OF TEN (10) MONTHS

XDNE048-1-000-E-LA-0002-04	OA	North Groyne Promenade upgrade, Proposed Wall Lighting Layout
XDNE048-1-000-E-LA-0002-05	OA	Durban Harbour Entrance, North Groyne Promenade Terracing upgrade, Proposed Wall Lighting Layout
XDNE048-1-000-E-LA-0002-06	OA	Durban Harbour Entrance, North Groyne Promenade Terracing upgrade, Proposed Wall Lighting Layout



Annexure A: Technical Specification: Structural Engineering

1. PLANT AND MATERIALS WORKMANSHIP & STANDARDS

1.1 Civil Engineering Works – Structures

1.1.1 Scope

The scope covers the structural works related to the construction of all new reinforced concrete and associated concrete works requirements for the proposed upgrade of the North Groyne Promenade as mentioned below:

- New Concrete Ramp (Retaining Walls, reinforced concrete strip footing foundations, concrete slab for ramp).
- New concrete Terracing (Reinforced concrete staircases).

1.1.2 General Specifications

The SANS 1200 Standardized Specification for Civil Engineering Construction as approved by the Council of the South African Bureau of Standards shall apply to this Contract. The *Contractor* shall be in possession of these Standardized Specifications and their related SANS 0120 Code of Practice that apply equally and shall keep a copy of each on site for reference by him and the *Project Manager* for the duration of the Contract.

The following standard specifications are applicable to this contract: -

Specification	Year	Description
SANS 0100-2	1992	The structural use of concrete – Part 2: materials and execution of work.
SANS 1200 A	1986	Section A General
SANS 1200 AB	1986	Section AB Engineer's Office
SANS 1200 C	1980	Site Clearance
SANS 1200 D	1988	Section D Earthworks
SANS 1200 DA	1988	Section DA Earthworks (small works)
SANS 1200 DB	1989	Earthworks (pipe trenches)
SANS 1200 DK	1996	Section DK Gabions and pitching
SANS 1200 DM	1988	Section DM Earthworks (roads, sub-grade)
SANS 1200 DN	1982	Section DN Earthworks (railway sidings)
SANS 1200 E		Precast concrete.
SANS 1200 G	1982	Section G Concrete (structural)
SANS 1200 H		Structural Steelwork
SANS 1200 M	1996	Section M Roads general
SANS 1200 MM	1984	Section MM Ancillary Road works
SANS 121	1973	Hot-dip galvanized coating on fabricated iron and steel articles –specifications and test methods
SANS 0100-2	1992	The structural use of concrete – Part 2: materials and execution of work.
SANS 1491-1	1989	Portland cement extenders – Part 1: ground granulated blast furnace slag.



Specification	Year	Description
SANS 1491-2	1989	Portland cement extenders – Part 2: fly ash.
SANS 1491-3	1989	Portland cement extenders – Part 3: condensed silica fume.
SANS 1700		Fasteners (all relevant sections and parts)
SANS 1921-1:2004	2004	Part 1: General Engineering and Construction Works
SANS 1921-2:2004	2004	Part 2: Accommodation of traffic on public roads occupied by the <i>Contractor</i>
SANS 2001:CC1		Construction Works: Concrete Works (Structural)
SANS ENV 197-1		Cement composition, specifications and conformity criteria – Part 1: common cements.

1.1.3 Particular Specifications

- S420 : Specification for concrete work

1.1.4 Earthworks and Backfilling

Please read in conjunction with the Geotechnical Investigation Report (2123361-ENG-GEO-RPT-0001).

Excavation is required where the *Contractor* installs the foundations. Safety of excavations should be followed as per clause 5.1.1.2 of SANS 1200 D.

The *Contractor* shall monitor stability on a daily 24-hour basis and arrange appropriate trench protection measures and stabilisation against risk of collapse, where the stability of the adjacent soil body is at risk. In this case, shoring shall be designed to withstand the full earth pressure and the effects of surcharge.

To ensure over break limitation it is required that all stabilised surface layers be excavated with care.

1.1.4.1 Trench Excavation

All trench excavations deeper than 1.0 m is either properly shored as per sub-clause 5.1 of SANS 1200 DB or the sides are battered back to a safe angle as determined by the strength of the soil and any other safety specifications applicable.

No work is carried out in deep excavations. The shoring is also suitable for the protection of any structures adjoining the excavation, where applicable.

All shoring is removed on completion of the construction work.

1.1.4.2 Protection of Excavations

All drainage related excavations are protected as required in the Occupational Health and Safety Act, Act 85 of 1993. These protection measures are inspected and maintained on a daily basis until the backfill and final layer works are complete. The *Contractor* is responsible to ensure excavations are free of water.

1.1.4.3 Materials

Hard and soft material

Hard material is defined as material proven to the *Supervisor* to be irremovable by a 30t excavator, fitted with a rock bucket, and requires to be broken by a woodpecker or jack hammers prior to removal. Any stabilised or other solid surface layer is excluded from this definition. Subject to drainage not being restricted and the geo-fabric blanket not being damaged, rock protrusions are permitted to encroach a maximum of 100mm into the design class B layer, whilst competent un-fractured and continuous layers of rock are allowed to encroach the entire class B layer.

Furthermore, notwithstanding clause 3 of SANS 1200 D and SANS 1200 DB, all excavations are classified as hard or soft. Hard excavation comprises material that can only be removed with pneumatic tools or by blasting. All other excavations are classified as soft. Health and Safety requirements shall be followed when removing material with pneumatic tools or by blasting. The *Contractor* must inform the *Supervisor* and *Project Manager* prior to any such works to ensure safety of excavations.

If the material at founding level differs from that shown on the drawings, or is not approved, the *Supervisor* shall instruct the *Contractor* to do one of the following:

- Over-excavate to the depth required by the *Supervisor* and re-compact the in-situ material at founding level in layers not exceeding 150 mm until a density of at least 95% MOD AASHTO for cohesive materials and 100% MOD AASHTO for non-cohesive materials is attained to the founding level.
- Excavate the unapproved material to the depth instructed by the *Supervisor* and found at this level.
- Excavate the unapproved material to the depth instructed by the *Supervisor* and fill to the level instructed, either with mass concrete or approved backfill, as directed.

Exposed rock founding surfaces are roughened to provide sound bond with the foundation, brushed to remove all loose material, and flushed with water if so instructed. Surplus water is removed before concreting.

The *Supervisor* is notified as soon as possible if suitable material is encountered before reaching the designed level.

Where the *Contractor* makes the excavations larger or deeper than directed, the *Contractor* replaces the over break in the floor of the excavation with concrete of strength as directed or, if authorized, with approved backfill.

1.1.4.4 Dewatering

All foundation concrete is poured in the dry. The *Contractor* provides all shoring, pumps, other equipment or material to ensure the stability of excavations and to keep them dry. No water may be discharged into the sea. When discharging a permit is required.

1.1.4.5 Backfilling

After completion of concrete work, or when so directed, the *Contractor* shall restore the original ground level by backfilling with approved material. Where the material from excavations is not suitable for backfill, the *Contractor* shall provide approved material, from borrow pits or other sources, as directed. Material may only be sourced from a licensed borrow pit proof of any licensing must be obtained. Backfilling compaction shall be in layers not exceeding 150 mm until a density of at least 95% MOD AASHTO for cohesive materials and 100% MOD AASHTO for non-cohesive materials is attained to the founding level.

1.1.5 Falsework, Formwork and Concrete Finish

The *Contractor* shall take full responsibility for the design, manufacturing, and installation of all falsework. Temporary platform, as well as hand railing shall be fully cladded with non-conducting wooden board of sufficient thickness to safely support any incidental load that may be applied during construction. The hand railing/ balustrade must be a minimum of 1500mm high.

1.1.5.1 Securing of formwork

Forms are provided with adequate devices for secure setting so that, when in place, they withstand, without visible spring or settlement, the impact of the vibration of the compacting and finishing equipment.

1.1.5.2 Formwork ends

The ends of abutting forms lock tightly and securely together.

1.1.5.3 Damaged formwork

Forms that are out of tolerance, bent, twisted or broken, or which have battered top surfaces, are not used. Forms are at all times kept clean and free from rust and adhesions so as to ensure clean stripping. The use of rough and dirty forms is not permitted.

1.1.5.4 Deflection of formwork

The spacing of supports for formwork is such that the deflection of the formwork under load of wet concrete does not exceed 3 mm. The supports are adjustable by means of screw jacks or wedges, both of which are secured.

Temporary beams used to support formwork shall be designed to ensure that the deflection under the weight of wet concrete does not exceed 2,5 mm/m of clear span, or in the case in the case of reinforced concrete.

If placement of concrete in stages is specified or approved, the top barrel formwork must be fully supported by the falsework until all stages are completed. The stiffness of temporary trusses or beams used to support formwork must be such that the deflection under wet concrete placed during the first stage does not exceed 2,5 mm/m of clear span of the permanent structure, or such lesser figure as specified, multiplied by the ratio of first stage concrete to total deck concrete exclusive of parapets.



The false work is adjusted to ensure that the finished soffit has an upward camber of between 0 and 2 mm/m of clear span after removal of false work, under permanent loading due to parapets, surfacing and/or track.

Unless shown otherwise on the drawings or directed by the *Supervisor*, false work for all spans is kept in position until, in the case of concrete structures, the concrete of the last pour reaches the appropriate minimum age given in SANS 1200 G.

The alignment and levels of all formwork is checked and accepted by the *Supervisor* prior to placing concrete.

Forms are fixed in position not later than 48 hours prior to the day on which concreting takes place, in order for the *Supervisor* to inspect them.

1.1.5.5 Void formers

Contrary to clause 5.4 of SANS 1200 G, the following applies: -

- Void formers used in permanent work are ARMCO or similar/equivalent accepted by the *Supervisor*.
- Void formers are manufactured from material that will not leak, tear or be damaged during the course of construction, and are of such tight construction as to prevent undue loss of the mortar component of the concrete through leakage. The units are sufficiently rigid so as not to deform during handling or under the pressure of the wet concrete.
- Void formers must be 990mm diameter.

1.1.5.6 Braced void formers

- 0,8 mm for diameters exceeding 800 mm and up to 1000 mm.
- 1,0 mm for diameters exceeding 1000 mm and up to 1200 mm.
- 1,2 mm for diameters exceeding 1200 mm.

The thickness specified for braced void formers applies to formers internally braced with timber or equivalent braces. The braces are at spacings not exceeding 2,0 m and not further than 1,0 m from the end of each unit. Timber cross braces consist of members with cross sectional dimensions of at least 50 mm x 50 mm.

1.1.5.7 Vibrators

Internal (poker) and surface vibrators are capable of fully compacting each layer of concrete where compaction by vibration is used. At least one standby vibrator is available for every three (or smaller number of) internal vibrators necessary to maintain the rate of placement.

1.1.5.8 Formwork and concrete finishes

All concrete surfaces require a finish to a degree of accuracy II as specified in SANS 1200G as follows: -

1. Rough finish



The following surfaces may have a rough finish: -

- Top of ramp slab (Where exposed surfaces are not finished against forms and are required, in terms of the scope of work, to have a non-skid surface, the surface shall be given a broom finish. The corrugations so produced shall be approximately 1 mm deep, uniform in appearance and width and shall be perpendicular to the centre line of the slab).

2. Smooth finish

The following surfaces have a smooth finish: -

- Top surfaces of concrete seating
- Top surfaces of concrete retaining walls supporting ramp

The *Contractor* takes particular care to ensure that formwork joints are tight enough to prevent leakage of cement mortar. Shutters that are damaged will leave a poor surface and they shall be deemed as unacceptable. The *Supervisor* shall request the *Contractor* to remove and repaired or discarded.

Concrete is not deposited in the forms until the *Supervisor* inspects the accuracy of alignment and dimensions of forms and the positioning of end blocks, reinforcement, anchorages, pre-stressing tendons and of the ducts, and gives his acceptance thereof on the concrete pour release certificate.

1.1.5.9 Dismantling and removal of formwork (1200G: 5.2.5)

Tie-rods or their removable parts are extracted without damage to the concrete and remaining holes shall be filled with mortar. No permanently embedded metal parts of tie-rods *shall* have less than 40 mm cover to the finished concrete surface.

1.1.6 Steel for Structures

1.1.6.1 Reinforcement for Structures

All reinforcing shall be in accordance with SANS 920. High tensile steel Reinforcing to have a minimum characteristic strength of 450MPa. Reinforcement shall be fixed to comply with tolerances specified in SANS1200G.

1.1.6.2 Welded mesh fabric

Welded mesh fabric complies with the requirements of SANS 1024-1991.

1.1.6.3 Dowels

Dowel bars will be high tensile steel reinforcement and installed with an approved epoxy grout where specified.

1.1.6.4 Stainless Steel

3Cr12 stainless steel complies with Euronorm Standards EN 10088 and EN 10028.

Grade 316 and 316L stainless steel complies with AISI.

1.1.6.5 Galvanizing of steel

Galvanizing complies with SANS 121 (SABS ISO 1461). The coating thickness is 25% greater than the standard and in accordance with SABS Specific Permit Conditions 1336/2494.

1.1.7 Concrete material for Structure

1.1.7.1 Slab Preparation

The concrete slabs shall be constructed over secure and approved formwork. The formed formwork is cleaned of any dirt or loose material using compressed air. There shall be no free-standing water at the time of pouring.

1.1.7.2 Cement

The *Contractor* shall submit a Concrete mix design to the *Project Manager* for acceptance at least 6 weeks prior to construction. Cement used for concrete work shall comply with SANS ENV 197-1. Cement extenders used for concrete work comply with SANS 1491. The cement types given below are acceptable for use in the *works*, however, the proportion of extenders of factory blended cement should conform to the requirements of SANS 1491, clause 12.5.3.4. On no account are masonry cements used for concrete work, even if the strength designations are the same as for ordinary cement.

Acceptable cement types: -

CEM 1 42,5	Portland cement
CEM 1 42,5R	Portland cement, rapid hardening.
CEM 11/B-V	Portland fly ash cement.
CEM 11/B-W	Portland fly ash cement.
CEM 111/A	Blast furnace cement.

1.1.7.3 Aggregates

Fine and coarse aggregates shall comply with SANS 1083.

Where aggregates have constituents which, in the opinion of the *Supervisor*, may give rise to damage due to alkali-aggregate reactions; the *Supervisor* shall request the *Contractor* to provide material data sheets and calculations for the total alkali-silica reaction to the *Project Manager* and *Supervisor* for acceptance prior to casting of concrete. Alkali-aggregate reaction is not permitted. This information will be required at least four weeks before concreting commences. Submission of material data sheets is at least six weeks before concreting commences.

1.1.7.4 Admixtures

Admixtures containing chlorides are not permitted in reinforced concrete.

1.1.7.5 Curing compound

In all cases where a concrete curing compound is specified, the curing compound is grey or white-pigmented membrane forming material shall comply with ASTM specification C309, except that the maximum permissible water loss in the test is 0,40 kg/m³.

Before any curing compound is used, the *Contractor* shall submit a one-litre sample of the compound, with full technical details, to the *Supervisor* for acceptance.

Technical details referred to include a recent SANS report showing the following: -

- Compliance with ASTM C-309.
- The relative density of the compound.
- The infrared spectrum of the compound.
- Alternatively, the concrete curing compound is acceptable if the treated concrete retains 90% or more of its mixing water when subject to the test set out in BS 8110: Part 1, clause 6.6I.

In addition:

- Clear curing compound is applied to all concrete surfaces except to barrel top surface as soon as bleed water have evaporated from unformed surfaces.
- White pigmented curing compound is applied to the wood floated portion of the top surface of the barrel.
- The rough screeded central portion of the top surface of the barrel that is to receive the track slab is moist cured.
- Where curing by retention of formwork is used as the only method of curing the concrete, it must be left in place for the minimum period specified but in no instance shall it be less than 7 days.
- The materials used for formwork shall take into account properties such as thermal insulation and moisture absorption when assessing the suitability of the material, to the acceptance of the *Project Manager*.
- If impermeable curing membranes are to be used as a curing method, they shall be installed at the same time as formwork is removed and no portion of a concrete surface may be left unprotected for a period in excess of 2 hours. If the surface is an unformed finish e.g., top of slab, then the surface must be protected immediately by appropriate methods accepted by the *Project Manager* after it is finished, without damage to that surface, since it is vulnerable to plastic shrinkage cracking due to high rates of evaporation while the concrete is still in a plastic state. Plastic shrinkage and settlement shall not be permitted on any of the structural elements since it compromises the durability of the concrete.

1.1.7.6 Concrete Alkali

Alkali reactive concrete



Alkali reactive aggregates are not used in this project. The equivalent Na₂O content of the concrete does not exceed 2,0 kg/m³, where % Na₂O equivalent = % Na₂O + (0,658 x % K₂O).

1.1.7.7 Concrete Quality

Before the start of concrete work on site, the *Contractor* shall submit a quality assurance plan to ensure compliance with specifications, and to provide acceptable documentary proof that all specified operations are carried out satisfactorily.

1.1.7.8 Potential heat generation

Measures, subject to the acceptance of the *Supervisor*, are applied to reduce heat development in concrete of which the minimum dimension to be placed during a single pour is larger than 600 mm, and the cement content exceeds the values given in the table below.

Structural element	Cement types I and III/A (kg/m ³)	Cement types II/B-V and II/B-W (kg/m ³)
Reinforced concrete	400	450

1.1.7.9 Durability

In order to enhance durability, and notwithstanding strength considerations, the concrete mixes satisfy one of the mixes given in the table below. Prior written acceptance for the mix is obtained from the *Supervisor*.

Concrete type	Cement type and % content	Extender type and % content	Minimum cement plus extender content kg/m ³	Maximum water/cement ratio
Steel reinforced	CEM 1 50% - 60%	GGBS 40% - 50%	420	0.40
Steel reinforced	CEM 1 70% - 75%	FA 25% - 30%	420	0.40
Plain	CEM 1 100%	Nil	340	0.50
Plain	CEM 1 75%	FA < 25%	340	0.50
Plain	CEM 1 35% - 65%	GGBS 35% - 65%	340	0.50
Plain	CEM 1 65% - 74%	FA 26% - 35%	300	0.55

Note: -

- CEM 1 may be CEM 1 42, 5 or 42, 5 R.
- GGBS – Ground Granulated Blast-furnace Slag.
- FA – Fly Ash.
- Factory blended cements (CEM 11/B-V, CEM 11/B-W or CEM 11/A) are accepted provided that they conform to one of the blends specified in the table. The *Contractor* supplies certification thereof.



- Water-reducing admixtures may be used to improve workability. The water cement ratio includes the water content of admixtures.

Blends of CEM 1 and condensed silica fume (CSF) are not acceptable for steel reinforced concrete. Ternary blends such as CSF with CEM 1 and FA or GGBS are considered provided that they are shown to be equivalent in durability to the mixes given. The onus is on the *Contractor* to prove to the *Supervisor* the adequacy of the blend.

1.1.7.10 Concrete Strength of mix

The strength of the concrete mixes as specified on the drawings or given in the particular specifications for the works, conforms to the following requirements, as class x/y, where:

- X = minimum 28 days crushing strength in Mpa
- And y = maximum aggregate size in mm.
- Concrete shall be grade 40 MPa/19 mm stone and mass concrete 15/19. The concrete cover is 50mm for exposed surfaces to moisture.
- Reinforcing shall be high tensile steel in accordance with SANS 920.

1.1.7.11 Placing

Inspection of excavation: The size, shape and depth of any excavation are accepted by the *Supervisor* before concrete is placed.

Inspection of reinforcement: Unless otherwise permitted by the *Supervisor*, no concrete is placed prior to acceptance of fixed reinforcement by the *Supervisor*.

The *Supervisor*'s written acceptance is obtained before any concrete is cast.

In addition, the following applications should be done by the *Contractor*:

1. Batching

All aggregates are precisely measured by mass using approved precision weigh batching equipment, unless otherwise permitted by the *Supervisor*.

Should any variation in the composition of the aggregate become apparent, the *Supervisor* is notified, and a further sample of the aggregate submitted immediately to him for acceptance.

2. Blinding layers

To facilitate the placing of reinforcement and erection of formwork, a blinding layer of grade 15/19 concrete is provided below foundations.

The thickness of the blinding layer is not less than 75 mm. Payment for blinding in excess of the specified thickness will not be made, unless instructed by the *Project Manager* in writing.

3. Control of concreting operations (1200G: 5.5.3)

No relaxation regarding the provision of continuous supervision by a technician at the mixer is allowed and where the point of placing of the concrete is more than 150 m from the mixer, continuous supervision by a technician is also provided at the point of placing. Supervision at the point of placing applies in cases where ready-mix concrete is used.

4. Ready-mixed concrete

The use of ready-mixed concrete is permissible. Concrete test results obtained from the production facility are acceptable – provided that the tests are carried out in accordance with the specifications. However, Sampling and testing requirements for any ready-mix concrete used on site shall still be carried out by the *Contractor* in accordance with clause 1.1.10.2.

Where concrete is delivered to site ready mixed, the requirements of SANS 878 apply.

5. Construction joints

The joint surface of the concrete is roughened while still green by means of brush and water spray to expose the coarse aggregate. Retarders may be used on stop-ends, which are removed after 12 hours for green cutting. Mechanical roughening of hardened concrete using power tools is not permitted.

All surfaces are cleaned and kept continuously wet for 24 hours before pouring of the adjoining cast.

Stub-columns, stub-walls and stays on footings are cast integrally with the footings and not afterwards, even where another class of concrete is being used.

Joint lines are so arranged that they coincide with features of the finished work.

6. Curing

All water for curing must be clean, fresh water.

The curing period for concrete containing CEM 1 only is seven days. The curing period for concrete's containing CEM 1 plus cement extenders (GGBS, FA) is ten days. The period starts on completion of the concrete pour, and for formed surfaces include the time for which forms are still in place after the pour.

The *Supervisor's* prior written acceptance of the curing method to be used is obtained before any concrete is cast.

In addition, the following curing methods are permissible, except where otherwise specified: -

- **For plain concrete: -**
 - Retaining of forms in place on vertical surfaces, provided they are made of non-absorbent facing materials.
 - Ponding of water on horizontal surfaces. Curing water must be fresh and not be more than 10°C cooler than the concrete on which it is to be applied, in order to avoid surface cracking.

- Covering with sand, earth, straw, sawdust, cotton, jute, burlap or evelli or similar moisture retaining materials. The materials are kept continually moist and not allowed to dry out as alternate wetting and drying is detrimental to the curing process. The material is free of harmful amounts or substances such as sugar or fertilizer that may harm the concrete or cause discoloration.
- Sprinkling or spraying with water. This is done at frequent intervals such that the concrete surface remains continuously moist and is not allowed to dry out between wettings. Erosion of the fresh concrete surface is avoided.
- Covering with plastic sheeting, waterproof or other curing paper. The covering material is firmly and continuously held in place along its edges such that the concrete surface is not allowed to dry out. Care is taken not to tear, puncture or otherwise disrupt the continuity of the curing film. Plastic film is not black and preferably not white or clear.
- Liquid membrane-forming curing compounds. Only resin type compounds are permitted. The formulation is such as to form a moisture retentive film shortly after being applied and is not harmful to Portland cement paste. White or grey pigments or dyes are incorporated to enable the compound to be visible on the surface for inspection purposes.

For unformed surfaces, the compound is applied after finishing and as soon as the free water on the surface disappears and no water sheen is visible, but not so late that the liquid curing compound will be absorbed into the concrete. For formed surfaces, when forms are removed, the exposed concrete surface is wetted with water immediately and kept moist until the curing compound is applied.

Application of the compound is started immediately after the concrete has reached a uniformly damp appearance with no free water on the surface. The compound is applied at a uniform rate with two applications at right angles to each other to ensure complete coverage and may be applied by hand or power sprayer. Pigmented compounds are adequately stirred to assure even distribution of the pigment during application, unless the formulation contains a thixotropic agent which prevents settlement.

The *Contractor* supplies a certificate confirming compliance and that the manufacturer's directions with respect to preparation and application, are strictly adhered to.

The total application rate is as specified by the manufacturer, or 0,90 litres per square meter, whichever is the greater.

In the case of concrete surfaces with run-off problems, it may be necessary to apply more than one coat of membrane forming curing compound, to obtain the specified total or cumulative application rate.

When the wind velocity exceeds 5 m/s and/or the ambient temperature is above 25°C and/or the relative humidity is below 60%, the initial 24 hour curing of concrete surfaces not covered by formwork is carried out by ponding, covering with constantly wetted sand or mats, or

continuous spraying in accordance with SANS 1200 G, unless otherwise permitted by the *Supervisor*.

- **For steel reinforced concrete:**

- Covering with burlap or evelli or similar moisture retaining materials, as in clause 1 above for the wall base.
- Sprinkling or spraying with water, as in clause 1 above.
- Releasing the forms slightly and allowing a flow of water between the form and the concrete.
- Curing methods using sealing materials such as plastic or liquid membrane forming compounds is not allowed for steel reinforced concrete structures due to the low W/C ratio of the concrete mix.

7. Concrete surfaces

All exposed concrete surfaces have a neat, smooth, even and uniform finish, free from any honeycombing and blow holes.

8. Concrete placing

Acceptance of aggregates

The *Contractor* shall submit 40 kg samples for acceptance at least six weeks before concrete construction is commenced. No aggregate is delivered for use in the works until the *Supervisor* gives acceptance. In addition, evidence of compliance of the aggregates with the requirements is furnished at least four weeks before concreting commences.

Inspection of excavations

The size, shape and depth of any excavation are approved by the *Supervisor* before concrete is placed.

Inspection of reinforcement

Unless otherwise permitted, no concrete is placed until the fixed reinforcement has been accepted by the *Supervisor* and confirmed in writing by way of a release certificate.

Trimming of excavations

In addition to requirements of clause 5.2.2.1 of SANS 1200 D, excavated surfaces that will act as forms for concrete works are trimmed so that concrete cover is not less than the cover stated on the drawings or 80 mm, whichever is greater.

9. Compaction of concrete

The *Supervisor* approves the methods used to vibrate the concrete. The vibrating is done with care and in such a manner as to avoid displacement of reinforcement, tendons or ducts.

Each layer of concrete is thoroughly compacted before the next layer is placed and is covered by the next layer within 30 minutes of completion of compaction. If more than 30 minutes have elapsed since completion of compaction of a layer, concreting may not be resumed unless the concrete in place is still soft enough to be penetrated by the vibrator. If the vibrator can penetrate, a layer of fresh concrete not exceeding 150 mm in thickness is placed over the concrete already placed and the vibrator passed through the fresh concrete into the concrete previously placed so that both are vibrated, and a knitting of fresh and older concrete is satisfactorily achieved. If the concrete already placed has hardened so that a vibrator will not penetrate, concreting is stopped, and instructions are obtained from the *Supervisor*.

Stub-columns, stub-walls or kickers on footings are cast integrally with the footings and not afterwards, even when a different class of concrete is used.

10. Removal of excess mortar

After concrete is brought to the correct level and struck off, the surface is smoothed by means of a Steel- or wood-float. The thickness of the mortar cover over particles of coarse aggregate is then measured by light scraping of a few representative areas. If this thickness exceeds 1,5 mm, the surplus mortar is removed by scraping with a rubber-edged squeegee approximately 750 mm wide.

11. Final finishing (delayed power-trowel finishing)

Where specified, this operation is performed only:

- after bleeding of the concrete has ceased and
- After bleed water has evaporated or has been removed from the surface of the concrete, and the concrete has stiffened appreciably (to the extent that a footprint will barely show).

Allowance is, therefore, made for a delay period of two to three hours or more, especially in cold weather, after bull nosing or wood floating, before finishing operations can start.

Trowelling continues at intervals until an even surface with a slightly matt texture is obtained.

1.1.7.12 Documentation for control of concreting operations (1200G: 5.5.15)

In addition to the requirements of 1200G, clause 5.5.15, two specific documents are used to assist in the control of concreting operations.

- The concrete pour release certificate is completed by the *Contractor's* agent prior to any checking of formwork and reinforcement by the *Supervisor*. Only after the *Contractor's* agent has personally checked all aspects of the shuttering and reinforcement and levelling the document in the relevant spaces, is it submitted to the *Supervisor*.
- The concrete placing record



The *Contractor* maintains the following daily records for every part of the concrete structure and makes these available at all times during the progress of the work for inspection by the *Supervisor*. -

- The date and times during which concrete is placed.
- Identification of the part of the structure in which the concrete is placed.
- The mix proportions and specified strength.
- The type and brand of cement.
- The slump of the concrete.
- The identifying marks of test cubes made.
- Curing procedure applied to concrete placed.
- The times when shuttering is stripped, and props are removed.
- The date of dispatch of the cubes to the testing laboratory.
- The test results.
- Weather Conditions

The records are delivered to the *Supervisor* each week except in the case of sub-standard concrete, when the *Supervisor* is informed immediately.

1.1.7.13 Tolerances

Tolerances are within the limits listed in SANS 1200 G for degree of accuracy II, specified in clause 6, unless stated otherwise on drawings.

1.1.8 Joints

1.1.8.1 Neoprene compression seal

The neoprene compression seal complies with the requirements of ASTM 1056, Type 2, Class B, Grade 2 or AASHTO T-42-84 Modified.

1.1.8.2 Joint fillers

The *Contractor* furnishes details and specifications of joint fillers he proposes to use, for acceptance. Jointex or similar joint filler must be durable and non-extruding, composed of closed-cell expanded polyethylene and comply with AASHTO 153 modified as follows: -

Minimum density	25 kg/m ³
Load causing compression to 50% of volume	100 to 150 kPa
Minimum recovery after compression to 50% of volume	To 80% of original volume
Maximum water absorption after immersion of	3% by volume 28 days

Polystyrene joint fillers consist of closed-cell foam and have the following properties: -

Adequate rigidity for handling
Minimum density of 16 kg/m ³



An increase in density of not more than 1% when a cement slurry is rubbed into exposed surfaces.
An accuracy of ± 2 mm on specified thickness.
Dimensional stability at a temperature of 40° C.
Vaporization only when in contact with a flame
Compression to not less than 50% of its original thickness under a load not exceeding 240 kPa after saturation with cement slurry and curing for 14 days.

Joint filler sheeting is used in the longest lengths possible. Joints are neatly butted and sealed with waterproof adhesive tape.

Joint fillers are attached to the concrete previously cast in such a manner that it will neither displace during concreting or thereafter if the filler is to remain permanently in the joint. On the side to be concreted, polystyrene is lined to ensure that the joint surfaces are formed without defect.

After removal of formwork, mortar fouling the chamfers is taken out neatly and the joint filler removed to a depth of 20 mm beyond the chamfer depth, or as shown on the drawings. Polystyrene may be removed by flame evaporation

1.1.8.3 Joint sealing

Preformed elastomeric compression joint seals: -

- Comply with SANS 1023 for Type 1 and 2 seals
- Are supplied in the longest lengths possible.
- A 2 m long sample of each size and type of seal, which the *Contractor* proposes to use, is submitted for acceptance.
- Adhesive used with compression seals is as recommended by the manufacturer of the seal and has lubricating qualities.

1.1.9 Bolt Group

1.1.9.1 Dowels and tie-bars

Any required Dowels and ties are accurately set and firmly held in position parallel to the finished surface and to the longitudinal joints at mid-slab depth and at the spacing specified.

1.1.10 Testing Material and Workmanship

1.1.10.1 Concrete

Before the start of any concrete work on the site, the *Contractor* supplies the *Supervisor* with a statement of the mix proportions which he proposes to use, and the target strength for each grade of concrete.

All testing shall conform to the relevant clauses in SANS 1200.

Where required, the two-point loading method of the flexural strength tests, as described in SANS Method 5864 (1994) is used.

1.1.10.2 Frequency of sampling

Frequency of sampling and testing is as specified in SANS 1200 G, Sections 7.1 and 7.2, subject to the testing of:

- A set of six cubes must be made for every pour of concrete poured on a specific day, 3 of the cubes must be tested at seven days, and the balance must be available for testing at 28 days to ensure strength results are achieved. Cube tests to be done by independent laboratory and accepted by the *Supervisor*.

1.1.10.3 Acceptance criteria

Acceptance criteria are as specified in SANS 1200 G, section 7.3. If the *Contractor* disputes test results on concrete cubes, the concrete represented by the cubes are considered acceptable if the *Contractor*, at his own cost, proves to the satisfaction of the *Supervisor* that the estimated actual strength of the cores taken from the structure, determined in accordance with SANS Method 5856 (SABS Standard Method SM 856), is not less than the specified strength.

If the strength of concrete fails to meet the acceptance criteria stipulated, the *Supervisor* may in his sole discretion, and in addition to the options listed in SANS Method 5864 and 5856: -

- accept the concrete subject to approved remedial measures being undertaken by the *Contractor* or
- Permit the concrete to remain subject to the payment of a penalty.

The penalty is determined as follows: -erratic

- $Penalty = V \times R \times F$

Where:

- V = Volume of concrete of unsatisfactory strength represented by the test result.
- R = Relevant schedule rate.

$$F = 1 - \sqrt{\frac{\text{Average strength of unsatisfactory concrete}}{\text{Specified strength} + 6 \text{ MPa}}}$$

Where the relevant scheduled rate (R) includes the cost of formwork or

$$F = 1 - \frac{\text{Average strength of unsatisfactory concrete}}{\text{Specified strength} + 6 \text{ MPa}}$$

Where the relevant scheduled rate (R) excludes the cost of formwork or where no formwork was involved.

1.1.10.4 Testing Methods

During the progress of the work tests are conducted on concrete and soil materials and workmanship to ensure compliance with the requirements of the specifications.



All tests are conducted in accordance with the standard methods specified in the following, in order of precedence:

- Standard methods for testing road construction materials (TMH1 and TMH6) and for calibration (TMH2), compiled by the Committee of State Road Authorities (CSRA) and published by the Department of Transport as part of the series Technical Methods for Highways.
- South African National Standards specifications, test methods, codes of practice and co-ordinating specifications (abbreviated as SANS and CKS).
- British Standards Institute Specifications (abbreviated as BS).
- The specifications of the American Society for Testing and Materials (abbreviated as ASTM).
- The specifications of the American Association of State Highway and Transportation Officials (abbreviated as AASHTO).
- In addition to the above standard methods of testing, standards specifications or test methods of other bodies may also be referred to in these specifications, or test methods may be described where no acceptable standard methods exist.

1.1.10.5 Cost of testing

1. Process Control

The cost of testing undertaken by the *Contractor* in terms of his obligations under the contract for purposes of process control, including the taking of samples, reinstating where samples have been taken and all testing equipment, labour, materials, etc., is included in the rates tendered for the various items of work supplied and will not be paid for separately.

2. Producing certificates

Where the properties of materials or manufactures products are required in these specifications to comply with specified specifications published by a standards authority, the *Contractor* must produce certificates from the manufacturer confirming that the materials or products supplied comply with the relevant specifications. The cost of providing such certificates is borne by the *Contractor*. Where it is specified that a product complies with a SANS specification, it means that the product shall have been tested and evaluated in accordance with the requirements of the relevant SANS specification. Where the SANS mark is specified, a certificate is required.

3. Testing materials and products covered by certificates

The *Supervisor* is entitled to take samples (as per clause 1.1.10.2) of and order tests to be made on products and materials in respect of which certificates of compliance may be required as described in section 3(b) above.

1.2 Construction Sequence Planning

Prior to construction start, the *Contractor* should plan the complete construction and erection sequence, as per the Works Information.

The planning process for construction sequence should be documented as part of the work method statement. The following should be taken into account

- Establish site limitations.
- Local street access for plant machinery and cranes
- Casting Sequence
- Overhead obstructions including overhead powerlines
- Proximity to railway and roadway
- Requirements for road and railway occupation or use
- Temporary works
- Applicable authorities' regulations
- Height access and safe working platforms
- Occupational health and safety requirements for maximum work and rest periods
- Contingency plan for worst case scenarios
- Erection stages providing flexibility to promptly discontinue works if required
- Site emergency planning and notification to relevant local authorities
- Work Plan for working near or over water and rail

The *Contractor* should submit a construction method statement and detailed construction sequence to the Engineer for acceptance.



2. List of Drawings

2.1 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.

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

Sh. No	Title
XDNE048-1-000-S-LA-0001-01	Durban Harbour Entrance. North Groyne Promenade Terracing and Carpark Upgrade Concrete Ramp Layout, Sections and Details
XDNE048-1-000-S-LA-0002-01	Durban Harbour Entrance. North Groyne Promenade Terracing and Carpark Upgrade Concrete Ramp Surface Bed, Foundations and Details
XDNE048-1-000-S-LA-0003-01	Durban Harbour Entrance. North Groyne Promenade Terracing and Carpark Upgrade General Layout, Terracing Details and Sections

Part C4: Site Information



TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2024/03/0007/59398/RFP
DESCRIPTION OF THE WORKS: UPGRADE OF THE NORTH GROVNE PROMENADE IN THE PORT OF DURBAN
FOR A PERIOD OF TEN (10) MONTHS

PART C4: SITE INFORMATION

Document reference	Title	No of pages
	This cover page	1
	Site Information	2-4
	Total number of pages	4



1. Description of the Site and its surroundings

1.1. General description

North Groyne Promenade site is located at the Port of Durban, along the revetment road leading to the North Groyne. The revetment road is currently paved with asphalt and concrete along from NSIR parking to the North Groyne. The road to be renovated is 421m long:

The proposed development will assist TNPA resources travelling to the Northern Breakwater for maintenance of infrastructure and navigational assets. The development will be open to the public with grassed areas and amphitheatre seating accessible from the municipal beach promenade.

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

Address:

NSIR Parking Area and Revetment Road : 29°52'24.1"S 31°03'05.3"E

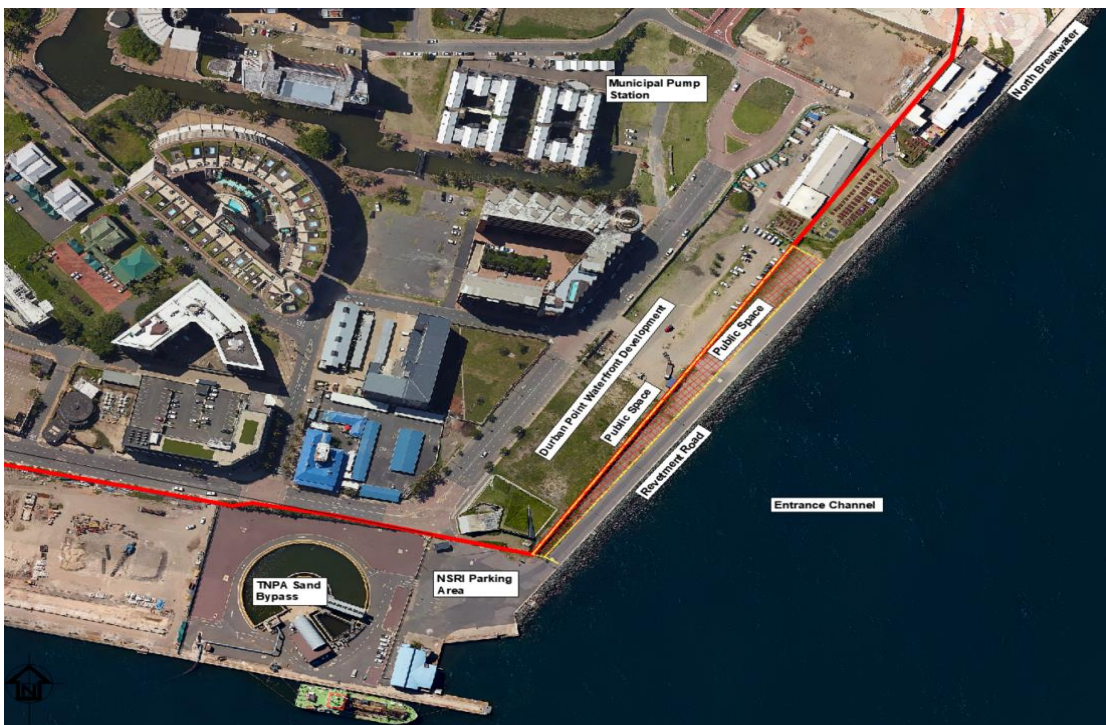


Figure 1: North Groyne Promenade



The construction site-camp that will be available to the Contractor will be advised at the site clarification meeting.

The Contractor shall attend the site clarification meeting and acquaint himself with the nature of the Works, the conditions under which the work is to be performed, and the means of access to the site, any limitations or other authorities and in general with all matters that may influence or affect the contract. The Contractor is to take cognisance of the vehicles travelling to the northern breakwater.

Contractors shall be deemed to have allowed in their tender for any additional cost to be involved due to the foregoing.

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

The road has existing light poles about 50m apart, potential undetermined underground services. The road is used by TNPA maintenance vehicles, eThekweni municipality sand pumpstation maintenance personnel.

work is to be conducted in such a way so as not to disrupt operations, and safe working distances from the construction fences are to be maintained at all times.

The Contractor shall allow for working under these conditions. Access to areas adjacent to the construction site shall be always maintained. Access to site will be via the existing NSRI entrance and revetment road.

1.3. Other reports and publicly available information

The revetment road is exposed to extreme weather conditions such as high wind gusts and high humidity in the summer resulting in the concrete reaching surface temperatures in excess of 50 degrees Celsius.



1.4. Access Limitations

1.4.1. Working Hours

Normal working hours at the Port of Durban are from 08:00 to 16:30, Monday to Friday, Inclusive.

1.4.2. Access Permit Controls

There is a card access system to enter the Port Area. The Port Staff will arrange the required access permits and issue them to the contractor free of charge. Should any person lose his/her access permit these will be replaced at a cost of R 500-00 per person, to be paid by the service provider. This will also apply if permits are not returned at the end of the project completion.

1.4.3. Health and Safety

Transnet National Ports Authority has a strict health and Safety policy in Place. No persons may enter the site and undertake work on the site until undergoing the mandatory induction. The induction will be arranged by the Port staff at no cost to the Contractor