

Transnet National Ports Authority

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR: The Geotechnical Investigations for the Maydon Wharf Channel Deepening in the Port of Durban

RFP NUMBER	: TNPA/2023/01/0006/19859/RFP
ISSUE DATE	: 10 March 2023
COMPULSORY CLARIFICATION MEETING	: 22 March 2023
CLOSING DATE	: 31 March 2023
CLOSING TIME	: 16h00
TENDER VALIDITY PERIOD	: 12 weeks from closing date

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The Tender

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	The Geotechnical Investigations for the Maydon Wharf Channel Deepening in the Port of Durban
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 Transnet National Ports Authority, Queens Warehouse, 237 Mahatma Gandhi Road, Durban on the 22 March 2023 at 10:00am [10 O'clock] for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>Tenderers are to note:</p> <ul style="list-style-type: none"> • No site walk will take place to the Maydon Wharf Precinct. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers' licences are on them for inspection at the access control gates. <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> <p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</p> <p>Any clarifications are to be e-mailed to: shani.kleyn@transnet.net, and all responses will be uploaded to the Transnet eTenders management platform.</p>
CLOSING DATE	16:00 on 31 March 2023 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

2. TENDER SUBMISSION

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

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

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

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

b) 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;



"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

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

[Forgot your password?](#)

[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



< Cancel



Email Address

Send verification code

New Password

Confirm New Password

Given Name

Organization Name

Surname

Central Supplier Database Number

Company Registration Number

Country/Region

Country/Region

Secondary Email Address

State/Province

Street Address

Postal Code

Display Name

Create

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

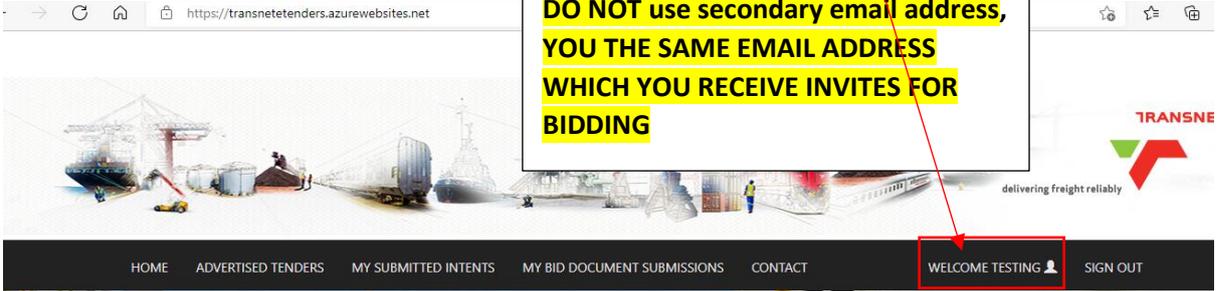
Don't have an account? Sign up now

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



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

To become a Transnet supplier, please respond to the tender requirements as stipulated. Ensure that all information is completed before submission with the requested documentation. Transnet will assess whether your business complies with certain preset standards which are required in order to supply certain items or services.



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
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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.

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	
TE/2022/04/0450/RFQ	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE	VALVE:L-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	View Details
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	View Details
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 AM	Open	View Details

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	
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	View Details

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

ADVERTISED TENDERS

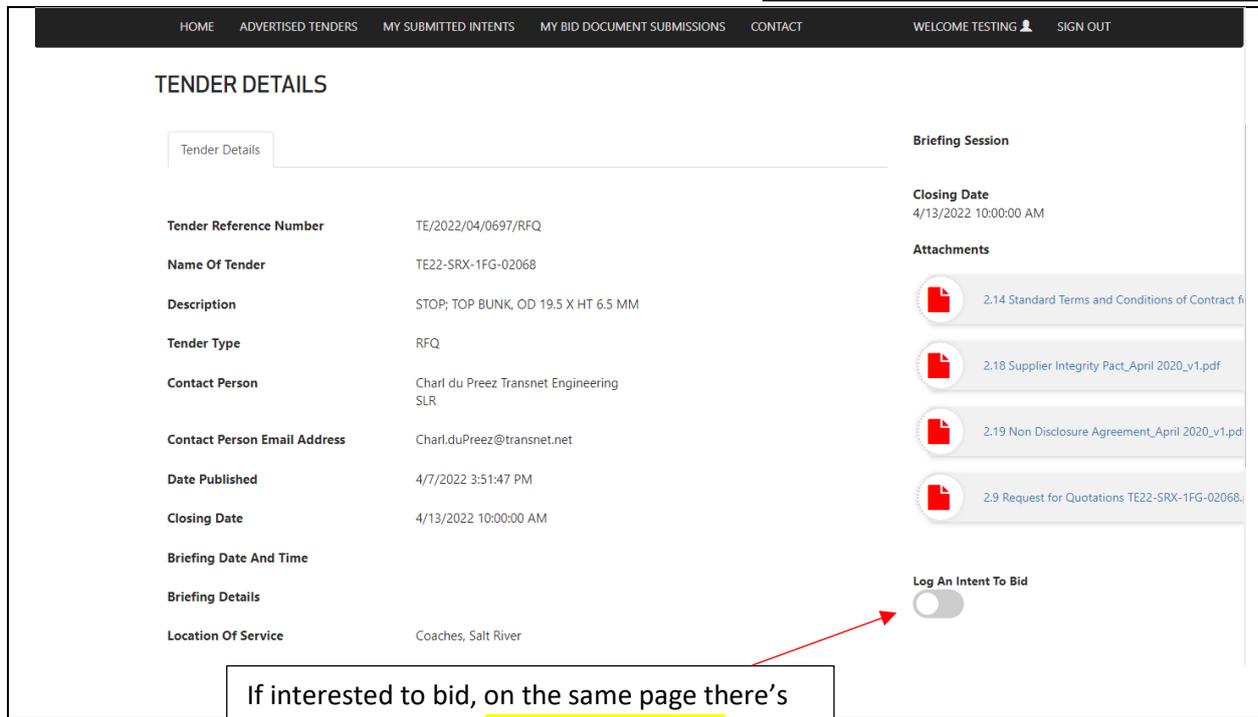
Open Tenders Other Tenders

Show entries Search:

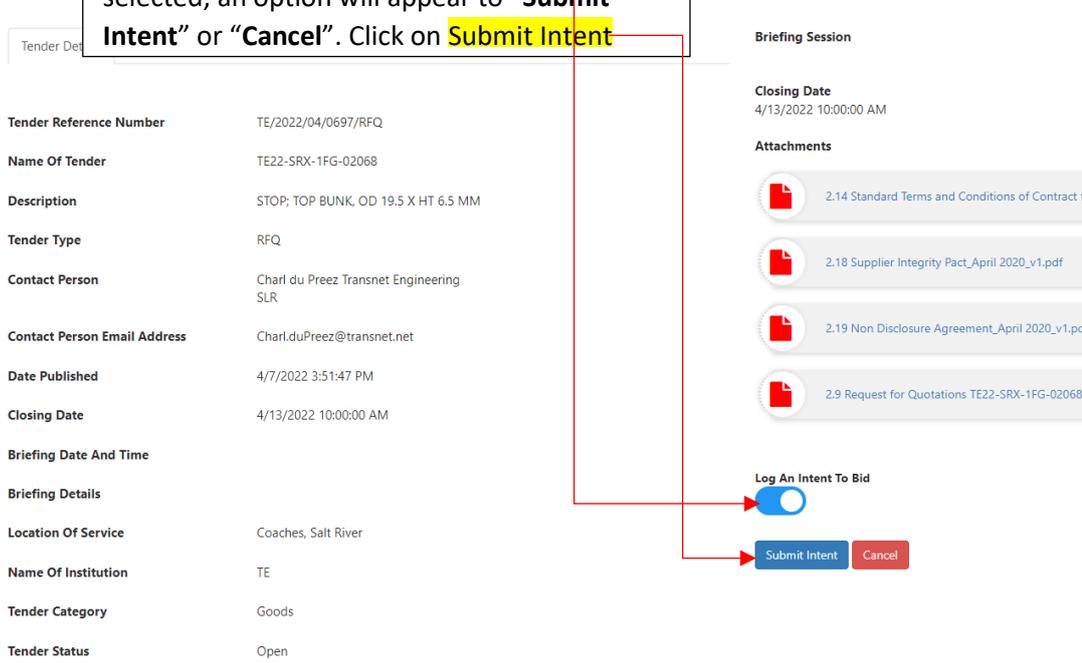
Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00	Open	View Details

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.



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

Name Of Tender

Description

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

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.pd

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
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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

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

STOP, TOP BUNK, OD 19.5 X HT 6.5 MM

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

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

Please email drawing

No Response From Transnet

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

Attachments

- 2.14 Standard Terms and Conditions of Contract 1

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.



https://transnetenders.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**

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

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

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.

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.

Drag & drop mandatory documents here

Upload Mandatory Documents

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

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Drag & drop mandatory documents here

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/RFD
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 No file chosen

Upload Mandatory Documents

Terms of Use
Information provided by the bidder through this portal constitute a binding bid submission/response and a commitment to deliver Transnet requirements. Kindly note that the system automatically ranks the outcome of the evaluation of price and BBBEE scoring based on the information provided. Pricing and BBBEE information provided is the responsibility of the bidder to ensure correctness and Transnet will only consider your latest submission made before the closing date.

← Back

→ Submit Bid

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MY BID DOCUMENT SUBMISSIONS

Show 10 entries Search:

Tender Reference Number	Name	Date Submitted	Company Name	View Details
TE/2022/04/0697/RFD	TE22-SRX-1FG-02068	4/8/2022 8:59:06 AM	Transnet Engineering	View Details

Showing 1 to 1 of 1 entries

Previous 1 Next

The screen will progress to "MY BID DOCUMENT SUBMISSION", where the "View Details" can be selected to confirm that all required information is submitted correctly.

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 T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2 : Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules Part C: The contract Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities Part C2: Pricing data C2.1 Pricing instructions C2.2 Bill of Quantities Part C3: Scope of work C3.1 Works Information Part C4: Site information C4.1 Site information
C.1.4	The Employer's agent is: Name: Procurement Officer Shani Evans

Address:	Queens Warehouse, 237 Mahatma Gandhi Road, Durban, 4001
Tel No.	031 361 1273
E – mail	Shani.kleyn@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 pre-qualifying criteria will be regarded as an unacceptable tender.

1. 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 **6CE 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 **6CE** 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.

2. Stage Three - Functionality:

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

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

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

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

Tenderers are also **required to bring their 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: <i>(insert company name)</i>▪ Contact person and details: <i>(insert details)</i>▪ The Tender Number: TNPA/2023/01/0006/19859/RFP▪ The Tender Description: The Geotechnical Investigations for the Maydon Wharf Channel Deepening in the Port of Durban Documents must be marked for the attention of: <i>Employer's Agent: Shani Evans</i>
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C.2.13.9 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.

C.2.15 The closing time for submission of tender offers is:
Time: **16:00pm** on the **31 March 2023**
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

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

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

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

Functionality Criteria

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-02 Approach Paper Refer to T2.2-02 Approach Paper for complete Evaluation	Approach is clearly articulated and based on the Works Information	15	30
	Demonstrates a clear understanding of the project objectives	15	
T2.2-03 Previous Experience Refer to T2.2-03 Previous Experience for complete Evaluation	Conducting a Geophysical Survey (Marine-based)	7	20
	Conducting of Vibrocoring, and Cone Penetration Testing (CPTu)	7	
	Storage and Sampling	3	
	Laboratory testing	3	



<p>T2.2-04 Programme</p>	<p>Ability to execute the works in terms of the <i>Employer's</i> requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.</p> <p>Dates when the <i>Contractor</i> will need <i>access</i> to any part of the site and/or persons and/or information, as well as submission approval process and timing for Health & Safety Files, Environmental Files and Quality Files pre-requisites/requirements. Requirements for submission and acceptance process for designs. In addition, the Programme must clearly demonstrate adequate provision for the review and acceptance process associated with deliverables requiring the <i>Employer's</i> acceptance including due cognizance taken of the timeframes associated with undertaking same and any other items of this nature. Moreover, the Programme must clearly demonstrate adequate provision for the process and timeframes associated with undertaking procurement processes for all long lead items, inductions, permits, medicals, plant and equipment approvals and any required certifications in this regard.</p> <p>The <i>Contractor</i> indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule by complying with Clause 31.2 of the NEC ECC – Initiates <i>starting date, access dates, Key Dates, planned Completion, Sectional Completion Dates & Completion Date</i>. In addition, the Programme must</p>	<p>6</p> <p>2</p> <p>2</p>	<p>15</p>
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	clearly demonstrate adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.		
	The Programme must clearly support and demonstrate alignment to the approach paper as contained under T.2-03. In addition, annexed to the Programme, a basis of schedule document is required, stipulating, but not limited to, underlying assumptions, conditions, constraints, and approach to Providing the <i>works</i> as detailed in the Programme.	5	
Refer to T2.2-04 Programme for complete Evaluation			
T2.2-05 Health & Safety	<p>Project Specific Safety Plan</p> <p>Documented Health and Safety Plan in accordance with TGC's Project Health and Safety Specification.</p> <p>Policy (State points allocated)</p> <ol style="list-style-type: none"> 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>Roles & Responsibilities</p> <p>S16.2 CEO,</p> <p>8.1 Construction manager,</p> <p>8.2 Assistant Construction manager,</p> <p>8.5 Safety officer Registered with the SACPCMP,</p> <p>8.7 Construction Supervisor,</p> <p>8.8 Construction assistant supervisor,</p>	<p>3</p> <p>1</p> <p>2</p>	15

<p>Refer to T2.2-05 Health & Safety for complete Evaluation</p>	<p>9.1 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993 Training Matrix</p>	<p>1</p>	
	<p>List of job categories for project and competencies required per category and develop a training Matrix for all employees who will be working on the project. This matrix must include Management and highlight training planned dates.</p>	<p>3</p>	
	<p>Overview of the Baseline</p>	<p>3</p>	
	<p>Indicating major activities of the project namely: Excavation, drilling and soil testing. Working off floating vessel or barge in water. (Man over board procedure).</p>		
	<p>One year synopsis</p>	<p>2</p>	
	<p>SHE incidents, description, type and action taken to prevent re-occurrence.</p>		
	<p>Safety Questionnaire</p>	<p>1</p>	
	<p>Complete and return with tender documentation the Contractor with required supporting documentation included as an Annexure.</p>		
	<p>Cost Breakdown Sheet</p>	<p>2</p>	
	<p>Submission of completed cost breakdown sheet.</p>		

T2.2-06 Quality Refer to T2.2-06 Quality for complete Evaluation	Project Quality Plan	5	10
	Quality Control Plans	4	
	Quality Policy	1	
T2.2-0 Environmental Refer to T2.2-07 Environmental for complete Evaluation	Policy	10	10
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:

- T2.2-02 Approach Paper – 30 points
- T2.2-03 Previous Experience – 20 points
- T2.2-04 Programme – 15 points
- T2.2-05 Health & Safety – 15 points
- T2.2-06 Quality – 10 points
- T2.2-07 Environmental – 10 points

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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

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

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

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

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

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

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

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.

Part T2: Returnable Documents

T2.1 List of Returnable Documents

T2.1 List of Returnable Documents

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

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

T2.2-01a **Stage Two as per CIDB: Eligibility Criteria Schedule** - CIDB Registration

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

T2.2-02 **Evaluation Schedule:** Approach Paper

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

T2.2-04 **Evaluation Schedule:** Programme

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

: TNPA Estimate Health and Safety Cost Breakdown

: Health, Safety Questionnaire

T2.2-06 **Evaluation Schedule:** Quality Plan

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

: Environmental Declaration of Understanding

2.1.3 Returnable Schedules:

General:

T2.2-08: Schedule of Proposed Subcontractor

T2.2-09 Management & CV's of Key Persons

T2.2-10 Intention to Tender

T2.2-11 Authority to submit tender

T2.2-12 Record of addenda to tender documents

T2.2-13 Letter of Good Standing

T2.2-14 Risk Elements

T2.2-15 Proposed Organisation Staffing

T2.2-16 Site Establishment requirements

T2.2-17: Availability of Equipment and Other Resources

T2.2-18: Capacity and Ability to meet Delivery Schedule

2.1.4 Agreement and Commitment by Tenderer:

T2.2-19 Non-Disclosure Agreement

T2.2-20 RFQ Declaration Form

T2.2-21 Service Provider Integrity Pact

T2.2-22 Certificate of Acquaintance with Tender Document

T2.2-23 RFP – Breach of Law

T2.2-24 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-25 Supplier Code of Conduct

T2.2-26 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-27 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

2.1.5 Bonds/Guarantees/Financial/Insurance:

- T2.2-28 Insurance provided by the Contractor
- T2.2-29 Form of Intent to provide a Performance Guarantee
- T2.2-30 Forecast Rate of Invoicing
- T2.2-31 Three (3) years audited financial statements

2.1.6 Transnet Vendor Registration Form:

- T2.2-32 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

T2.2 Returnable Schedules

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

T2.2-01a: 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 **6CE 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 **6CE** 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

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

This is to certify that _____ (Company Name)

Represented by: _____ (Name and Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name	_____	Signature	_____
Capacity	_____		

Attendance of the above company at the meeting was confirmed:

Name	_____	Signature	_____
	For and on Behalf of the Employers Agent.	Date	22 March 2023

**2.1.2 These schedules will be utilised
for evaluation purposes**

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

T2.2-02: Evaluation Schedule - Approach Paper

Approach paper which responds to the scope of work and outlines the proposed approach/methodology including that relating but not limited to the programme, method statement, technical approach, and an understanding of the project objective.

The approach paper should articulate what the Tenderer will provide in achieving the stated objectives for the project which should include details contained in the schedule which is aligned to the programme under T2.2-04. Tenderers are to also exhibit a clear understanding of the Scope of works and provide detailed method statements for all activities in the schedule incorporating industry standard best practice.

The Tenderer must as such explain his / her understanding of the objectives of the works and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted and demonstrate their compatibility. The approach should also include and outline processes, procedures, and associated resources, to meet the requirements and indicate how risks will be managed.

The Approach Paper should cover:

- Outline the proposed approach for all sections of the *Works*.
- Narrative related to the programme.
- Demonstrate own understanding of the project objectives and implied requirements, and highlight the issues of importance.
- Detailed method statement, technical approach, and investigation / construction sequencing in terms of the Works Information (design philosophy). This section should explain the methodologies which are to be adopted and demonstrate their compatibility. This should include and outline the processes, procedures, and associated resources, to meet the requirements and indicate how risks will be managed.
- Detailed list of equipment, plant, and people and number thereof to execute the works, and areas it will be utilized.
- Detailed list of other resources utilized including a resource matrix
- Management and CVs of Personnel involved in the project

The approach paper shall include the following (the contractor must refer to the Works Information for a full description of the scope of the works):

1. Geophysical survey (Marine-based), Vibrocoring, and Piezocone Penetration Testing (CPTU) as well as sampling and laboratory testing.

NB: The preferred Tenderer will have to prepare a compulsory (comprehensive) presentation of the approach paper which will be presented to Transnet just after the awarding of the contract.

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

<p>Index of documentation attached to this schedule:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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The scoring of the approach paper will be as follows:

Elements:	Total Points (30)	The approach is clearly articulated and based on the Works Information	Demonstrates a clear understanding of the project objectives
		15	15
Geotechnical Investigations (comprising of a Geophysical survey, Vibrocoring, CPTU testing, sampling, and laboratory testing)	Score 0	The Tenderer has submitted no information to determine a score	
	Score 20	The approach paper is not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and does not deal with the critical aspects of the project.	
	Score 40	The technical approach and/or methodology is poor, not realistic, and practical and is therefore unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.	
	Score 60	The approach is tailored to address the specific project objectives and requirements. The approach adequately deals with the critical characteristics of the project.	
	Score 80	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The approach to managing risk etc. is specifically tailored to the critical characteristics of the project.	
	Score 100	Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.	

T2.2-03: Evaluation Schedule - Previous Experience

Note to tenderers:

Tenderers are required to clearly demonstrate their past experience in the delivery of similar *services*, conditions, and circumstances concerning the scope of works in the last 8 years, and to this end shall supply a sufficiently detailed reference list with contact details of **existing (can be contactable)** clients, completion certificates and also indicate their previous experience in each of the following:

1. Conducting of a Geophysical Survey (Marine-based): The tenderer must present a reference to previous marine-based geophysical surveys. The geophysical survey must have been carried out following PIANC (2014 & 2017) specifications or other similar specifications for conducting marine-based surveys for the classification of soils and rocks. The method previously used must have been capable of providing data on individual layers and the limits between various layers.
2. Conducting of Vibrocoring: The tenderer must provide evidence of previous experience in conducting Vibrocoring within the marine environment. The coring must have been at least up to a depth of 25m. The specification followed when conducting the work must be outlined.
3. Conducting of the Piezocone Penetration Testing (CPTU): The tenderer MUST present a reference of previous CPTU conducted WITHIN the MARINE ENVIRONMENT. The tenderer must prove that the testing was done following relevant subsurface investigations specifications (for example, the SANRAL, 2010 specification). Please refer to Section 5.4 of the Scope of Works for further details.
4. Conducting In-situ testing and sampling: The tenderer must provide proof that he / she has conducted grab sampling specifically within the marine environment and core sampling on / near / offshore.
5. Laboratory testing: The tenderer must provide evidence that he/she has previously managed the geotechnical laboratory testing working with a SANAS-certified laboratory.

The Tenderer shall further provide a write-up of previous experience including but not limited to full contact details of employer, full project scope / activities carried out, duration of projects, and date when the project took place. Only projects that were completed in the last 8 years from the date of award with valid certificates of completion and/or references on a company letterhead shall be considered toward the scoring. If a singular project encompasses more than one of the five key elements mentioned above, it will be counted toward the scoring for each of the key elements that it encompasses.

Fill in as many line items as needed for the similar previous projects undertaken, starting from the most recent projects completed and attach completion certificates for completed projects:

Client	Client contact details	Project Description	Year of project completion	Contract Value	Subcontractors

The scoring of the Previous Experience will be as follows and in particular, the tenderers shall demonstrate their experience in the following areas:

Index of documentation attached to this schedule:

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The scoring of the tenderer’s previous experience will be as follows:

	Conducting a Geophysical Survey (Marine-based)	Conducting Vibrocoring, and Cone Penetration Testing (CPTU)	Storage and Sampling	Laboratory testing
Total Points (20)	7	7	3	3
Score 0	Failed to provide information or inadequate information provided to determine a score			
Score 20	The tenderer’s experience is not relevant to the project and has not completed any similar project specifically related to the Scope of Work of this project.			
Score 40	The tenderer has limited experience and has successfully completed 1-3 similar projects specifically related to the Scope of Work of this project.			
Score 60	The tenderer has relevant experience but has not dealt with the critical issues specific to the assignment and has successfully completed 4-8 similar projects specifically related to the Scope of Work of this project in the last 8 years.			
Score 80	The tenderer has extensive experience concerning the project and has worked previously under similar conditions and circumstances and has successfully completed 9-12 similar projects specifically related to the Scope of Work of this project in the last 8 years.			
Score 100	The tenderer has outstanding experience in projects of a similar nature and has successfully completed more than 12 similar projects specifically related to the Scope of Work of this project in the last 8 years.			

T2.2-04: Evaluation Schedule: Programme

Note to tenderers:

Programme

The Tenderer details the proposed programme below or makes reference to his proposed programme and attaches it to this schedule. The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

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

Ability to execute the *works* in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.

- Dates when the *Contractor* will need *access* to any part of the site and/or persons and/or information, as well as submission approval process and timing for Health & Safety Files, Environmental Files and Quality Files pre-requisites/requirements. Requirements for submission and acceptance process for designs. In addition the Programme must clearly demonstrate adequate provision for the review and acceptance process associated with deliverables requiring the *Employer's* acceptance including due cognizance taken of the timeframes associated with undertaking same and any other items of this nature. Moreover the Programme must clearly demonstrate adequate provision for the process and timeframes associated with undertaking procurement processes for all long lead items, inductions, permits, medicals, plant and equipment approvals and any required certifications in this regard.
- The *Contractor* indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule by complying with Clause 31.2 of the NEC ECC – Initiates *starting date, access dates, key dates, planned Completion, Sectional Completion Dates & Completion Date*. In addition, the Programme must clearly demonstrate adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.
- The Programme must clearly support and demonstrate alignment to the Approach Paper as contained under T.2-02. In addition, annexed to the Programme, a basis of schedule document is required, stipulating, but not limited to, underlying assumptions, conditions, constraints, and approach to Providing the Works as detailed in the Programme.

The scoring of the Programme will be as follows:

<p>Ability to execute the works in terms of the <i>Employer's</i> requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.</p>	<p>Dates when the <i>Contractor</i> will need access to any part of the site and/or persons and/or information, as well as submission approval process and timing for Health & Safety Files, Environmental Files and Quality Files pre-requisites / requirements. Requirements for submission and acceptance process for designs. In addition the Programme must clearly demonstrate adequate provision for the review and acceptance process associated with deliverables requiring the <i>Employer's</i> acceptance including due cognizance taken of the timeframes associated with undertaking same and any other items of this nature. Moreover the Programme must clearly demonstrate adequate provision for the process and timeframes associated with undertaking procurement processes for all long lead items, inductions, permits, medicals, plant and equipment approvals and any required certifications in this regard.</p>	<p>The <i>Contractor</i> indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule by complying with Clause 31.2 of the NEC ECC – Initiates <i>starting date</i>, <i>access dates</i>, Key Dates, planned Completion, Sectional Completion Dates & Completion Date. In addition, the Programme must clearly demonstrate adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.</p>	<p>The Programme must clearly support and demonstrate alignment to the approach paper as contained under T.2-02 . In addition, annexed to the Programme, a basis of schedule document is required, stipulating, but not limited to, underlying assumptions, conditions, constraints, and approach to Providing the <i>works</i> as detailed in the Programme.</p>
<p>Total Points (15)</p>	<p>2</p>	<p>2</p>	<p>5</p>
<p>Score 0</p>	<p>The Tenderer has submitted no information to determine a score</p>	<p>The Tenderer has submitted no information to determine a score</p>	<p>The Tenderer has submitted no information to determine a score</p>



<p>Score 20</p>	<p>The programme is not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the Scope of Work and does not deal with the critical aspects of the overall programme/WBS element in question as a subset of the overall project.</p>	<ul style="list-style-type: none"> ▪ The tenderer has not addressed critical access requirements. ▪ The tenderer has not allowed timing for approval processes for SHEQ documentation. 	<ul style="list-style-type: none"> ▪ The tenderer has addressed some but not all date requirements and submission contains critical logic and sequencing errors which renders it unrealistic/unachievable. 	<ul style="list-style-type: none"> ▪ No alignment between programme and approach paper. ▪ The basis of schedule documentation contains insufficient detail, critical errors and omissions exist as such does not fully support the programme model. ▪ Submission does not contain the minimum requirements as stipulated. ▪ No alignment between basis of schedule documentation and the programme.
<p>Score 40</p>	<p>The Programme must be in Microsoft Project/ Primavera software. The programme is generic, not practical and unrealistic, therefore is unlikely to satisfy project objectives or Employer's requirements regarding the WBS element in question as a subset of the overall project. The tenderer has misunderstood certain aspects of the Scope of the Works and does not deal with the critical aspects of the project/WBS element in question as a subset of the overall project.</p>	<ul style="list-style-type: none"> ▪ The tenderer has addressed critical but not all access requirements. ▪ The tenderer has not allowed sufficient timing for approval processes for SHEQ documentation. 	<ul style="list-style-type: none"> ▪ The tenderer has addressed some but not all date requirements and submission contains critical logic and sequencing errors which renders it unrealistic / unachievable. ▪ The tenderer has not demonstrated Time Risk Allowance (TRA). 	<ul style="list-style-type: none"> ▪ Critical errors and or omissions in alignment between programme and approach paper. ▪ The basis of schedule documentation contains sufficient detail, but critical errors exist as such does not fully support the programme model. ▪ Submission contains the minimum requirements as stipulated.



	<ul style="list-style-type: none"> ▪ The Programme must be in Microsoft Project / Primavera software. ▪ The overall programme/ WBS element in question addresses specific project objectives. ▪ The programme/WBS element in question is complete and sufficiently decomposed, as demonstrated in the overall project WBS which fully encompasses project/WBS element scope as detailed but not limited to the Works Information and Engineering Specification; ▪ The programme/WBS element in question is not adequately predictive in that it contains minor errors or omissions in critical path/s. ▪ Activity duration estimates demonstrate the fact that the programme does not present an accurate model of project risk. ▪ The programme / WBS element in question contains minor errors and omissions in logic (i.e. horizontal and vertical traceability) 	<ul style="list-style-type: none"> ▪ The tenderer has adequately addressed all access requirements. ▪ The tenderer has not allowed sufficient timing for approval processes for SHEQ documentation. 	<ul style="list-style-type: none"> ▪ The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate, and renders the submission realistic and achievable. ▪ The tenderer has demonstrated inadequate provision for Time Risk Allowance (TRA) i.e. TRA in insufficient quantities, and not assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty. 	<ul style="list-style-type: none"> ▪ No alignment between basis of schedule documentation and the programme. ▪ Minor errors and or omissions in alignment between programme and approach paper. ▪ The basis of schedule documentation contains sufficient detail; minor errors still exist however critical aspects of programme model are adequately substantiated. ▪ Submission contains the minimum requirements as stipulated. ▪ Minor errors and or omissions exist in alignment of the basis of schedule documentation and the programme model.
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Score 60



<p>Score 80</p>	<ul style="list-style-type: none"> ▪ The programme / WBS element complies with some but not all the stipulations of NEC ECC Clause 31.2. ▪ The programme / WBS element adequately demonstrates the sequence, methodology, resource allocations, and underlying approach to provision of the works, in line with the requirements of the <i>Works Information</i> and Engineering Specification, as such adequately deals with the critical characteristics of overall project execution. ▪ The programme does not demonstrate the Contractor's understanding of the critical success factors and risks associated with provision of the works. ▪ The Programme must be in Microsoft Project / Primavera software. ▪ The overall programme/ WBS element in question addresses specific project objectives. ▪ The programme / WBS element in question is complete and sufficiently decomposed, as demonstrated in the overall project WBS which fully encompasses project/WBS element scope as detailed but not limited to the Works Information and Engineering 	<ul style="list-style-type: none"> ▪ The tenderer has adequately addressed all access requirements. ▪ The tenderer has allowed sufficient timing for approval processes for SHEQ documentation. 	<ul style="list-style-type: none"> ▪ The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate, and renders the submission realistic and achievable. ▪ The tenderer has demonstrated adequate provision for Time Risk Allowance (TRA) i.e. TRA in sufficient quantities, correctly 	<ul style="list-style-type: none"> ▪ Programme and approach paper are fully aligned and submission contains no critical errors or omissions. ▪ The basis of schedule documentation contains sufficient detail, no critical errors or omissions and as such fully supports the programme model.
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	<p>Specification;</p> <ul style="list-style-type: none"> ▪ The programme/WBS element in question is transparent in the demonstration of its basis; ▪ The programme/WBS element in question is predictive in that it provides meaningful critical path/s and an accurate/realistic model of project risk, the latter as demonstrated in activity duration estimates; ▪ The programme/WBS element in question contains logic that is horizontally and vertically traceable; ▪ The programme / WBS element in question is usable, as it allows for effective management decision making and action. ▪ The programme/WBS element complies with the stipulations of NEC ECC Clause 31.2. ▪ The programme / WBS element adequately demonstrates the sequence, methodology, resource allocations, critical success factors, risks and underlying approach to provision of the <i>works</i>, in line with the requirements of the Works Information and Engineering Specification, as such adequately deals 		<p>assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty.</p>	<ul style="list-style-type: none"> ▪ Submission contains the minimum requirements as stipulated. ▪ Basis of schedule documentation and the programme are fully aligned.
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Score 100	with the critical characteristics of overall project execution. Besides meeting the above "80" rating, the important issues are approached in an innovative and efficient way.	Besides meeting the above "80" rating, the important issues are approached in an innovative and efficient way.	Besides meeting the above "80" rating, the important issues are approached in an innovative and efficient way.	Besides meeting the above "80" rating, the important issues are approached in an innovative and efficient way.
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T2.2-05: Evaluation Schedule - Health and Safety Management

Submit the following documents as a minimum with your tender:

1. The Tenderer must provide their Contract specific health and safety plan.
2. 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.
3. Roles & Responsibilities, such as S16.2 CEO, CR8.1 Construction manager, CR8.2 Assistant Construction manager, CR8.5 Safety officer, CR8.7 Construction Supervisor - Drilling, CR8.8 Construction assistant supervisor, CR9.1 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993
4. List of job categories for project and competencies required per category and develop a training Matrix for all employees who will be working on the project. This matrix must include Management and highlight training planned dates.
5. Overview of the project specific Baseline Risk Assessment (RA), indicating major activities of the project namely: Excavation, drilling and soil testing. Working off floating vessel or barge in water. (Man over board procedure).
6. One year synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.
7. Complete and return with tender documentation the Contractor Safety Questionnaire included to this Evaluation Schedule as a returnable.
8. 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)

Attached submissions to this schedule:

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

Project Specific Safety Plan	Policy (State points allocated)	Roles & Responsibilities	Training Matrix	Overview of the Baseline	One year synopsis	Safety Questionnaire	Cost Breakdown Sheet
<p>Documented Health and Safety Plan in accordance with TGC's Project Health and Safety Specification.</p>	<ol style="list-style-type: none"> 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>S16.2 CEO, 8.1 Construction manager, 8.2 Assistant Construction manager, 8.5 Safety officer Registered with the SACPCMP, 8.7 Construction Supervisor, 8.8 Construction assistant supervisor, 9.1 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993</p>	<p>List of job categories for project and competencies required per category and develop a training Matrix for all employees who will be working on the project. This matrix must include Management and highlight training planned dates.</p>	<p>Indicating major activities of the project namely: Excavation, drilling and soil testing. Working off floating vessel or barge in water. (Man over board procedure).</p>	<p>SHE incidents, description, type and action taken to prevent re-occurrence.</p>	<p>Complete and return with tender documentation the Contractor with required supporting documentation included as an Annexure.</p>	<p>Submission of completed cost breakdown sheet.</p>



Total Points (15)	3	1	2	1	3	2	1	2	1	2	
Score 0	The Tenderer has submitted no information to determine a score										
Score 20	Information supplied is totally insignificant / inadequate to meet Employer's requirements	1 of the 5 key policy components are recognized and meet the Employer's requirement.	Roles and responsibilities do not meet the Occupational health and safety Act as per construction regulations and TGC health and safety specification.	Key responsible persons are not included on training matrix as per proposed organogram structure.	Information supplied is totally insignificant / inadequate to achieve the required standard of service.	Information supplied is totally insignificant / inadequate to achieve the Employers Works information.	Information supplied is totally insignificant / inadequate to achieve the required standard of service.	Health and safety Budget submitted is totally insignificant / inadequate to achieve the required standard of service, 0, 1 to 1% allocated.			
Score 40	Health and Safety Plan submission unlikely to ensure compliance with stated Employer's Works Information	2 of the 5 key policy components are recognized and meet the Employer's requirement.	Roles and responsibilities are unlikely to ensure compliance as per the Works information and not in line with OHS Act and TGC health and safety specification.	Not all key responsible persons are included in the training matrix. Trainings matrix submitted does not cover all SHE training listed on Health and Safety specification. Training matrix not signed by responsible personnel.	Poor response/answer /solution lacks convincing evidence, medium risk that stated Employer's requirements will not be met.	Poor response /answer/solution lacks convincing evidence, medium risk that stated Employer's requirements will not be met.	Poor response /answer/solution lacks convincing evidence, medium risk that stated Employer's requirements will not be met.	Health and safety Budget submitted is insignificant / inadequate /answer /solution to the returnable, Employer's health and safety requirements will not be met, above 1 – 2% allocated.			
Score 60	Health and Safety Plan submission possibly able to ensure compliance with stated Employer's Works Information.	3 of the 5 key policy components are recognized and meet the Employer's requirements.	Satisfactory response on roles and responsibilities as per Employer's requirements.	Satisfactory response on the list of job categories and trainings as per proposed project organogram structure. Training matrix covers most of the trainings listed on TGC Health and safety specification.	Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated Employer's requirements will be met.	Satisfactory response /answer/solution to the particular aspect of the Requirement, evidence given that the stated Employer's requirements will be met.	Satisfactory response /answer/solution to the particular aspect of the requirement, evidence given that the stated Employer's requirements will be met.	Health and safety Budget submitted is Satisfactory response /answer/solution to the returnable, Employer's health and safety requirements will be met, more than 2 – 3% allocated.			



<p>Score 80</p>	<p>Health and Safety Plan submission likely to ensure compliance with stated Employer's Works Information.</p>	<p>4 of the five key policy components are recognized and meets the Employer's requirements.</p>	<p>Roles and responsibilities are likely to ensure compliance as per Works Information, OHS Act and TGC health and safety specification.</p>	<p>Most of key persons listed on the training matrix as per proposed project organogram structure. Trainings specified on the matrix are in line with TGC health and safety specification.</p>	<p>Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated Employer's requirements.</p>	<p>Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated Employer's requirements.</p>	<p>Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated Employer's requirements.</p>	<p>Health and safety Budget submitted is Good response/answer/solution to the returnable, Employer's health and safety requirements will be met, above 3 – 4% - allocated.</p>
<p>Score 100</p>	<p>Health and Safety Plan submission most likely to ensure compliance with stated Employer's Works Information.</p>	<p>All 5 key policy components are recognized and meets the Employer's requirements</p>	<p>Roles and Responsibilities most likely to ensure compliance as per requirements of OHS Act and TGC Health and Safety Management Specification.</p>	<p>Training matrix include Management and all employees /personnel in the project. Training matrix had been signed by responsible personnel.</p>	<p>Very good response T12/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated Employer's requirements.</p>	<p>Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated Employer's requirements.</p>	<p>Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated Employer's requirements</p>	<p>Health and safety Budget submitted is Very good response/answer/solution to the returnable, Employer's health and safety requirements will be met, above 4% - allocated.</p>

T2.2-05a TNPA Estimate Health and Safety Cost Breakdown

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

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

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



T2.2-05b: Health and Safety Questionnaire

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

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3. Certificate of Recognition

Does your company have a Certificate of Recognition?

 Yes No If Yes, what is the Certificate No. _____

Issue Date _____

4. Safety ProgramDo you have a written safety program manual? Yes No

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution? Yes No

If Yes, provide a copy for review

Does your safety program contain the following elements:

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

5. Training Program5A. Do you have an orientation program for new hire employees? Yes No

If Yes, include a course outline. Does it include any of the following:

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

5B. Do you have a program for training newly hired or promoted supervisors? Yes No
 (If Yes, submit an outline for evaluation. Does it include instruction on the following:

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

6. SAFETY ACTIVITIES

Do you conduct safety inspections? Y No Weekly Monthl Quarterly
y

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

Who follows up on inspection action items? _____

Do you hold site safety meetings for field employees? If Yes, how often?
Yes No Daily Weekly Biweekly

Do you hold site meetings where safety is addressed with management and field supervisors?
Yes No Weekly Biweekly Monthly

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

Is the process documented? Yes No

Who leads the discussion? _____

Do you have a hazard assessment process? Yes No

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

Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?
 Yes No

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How does your company measure its H&S success?					
<ul style="list-style-type: none"> • Attach separate sheet to explain 					
7. Safety Stewardship					
7A Are incident reports and report summaries sent to the following and how often?					
	Yes	No	Monthly	Quarterly	Annually
Project/Site Manager	<input type="checkbox"/>				
Vice President/Managing Director	<input type="checkbox"/>				
Safety Director/Manager	<input type="checkbox"/>				
President/Chief Executive Officer	<input type="checkbox"/>				
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	<input type="checkbox"/>				
Incidents totalled by project	<input type="checkbox"/>				
<ul style="list-style-type: none"> • Sub totalled by superintendent 	<input type="checkbox"/>				
<ul style="list-style-type: none"> • Sub totalled by foreman 	<input type="checkbox"/>				
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	<input type="checkbox"/>				
Costs totalled by project	<input type="checkbox"/>				
<ul style="list-style-type: none"> • Sub totalled by superintendent 	<input type="checkbox"/>				
<ul style="list-style-type: none"> • Sub totalled by foreman/general foreman 	<input type="checkbox"/>				
7D Does your company track non-injury incidents?					
	Yes	No	Monthly	Quarterly	Annually
Near Miss	<input type="checkbox"/>				
Property Damage	<input type="checkbox"/>				
Fire	<input type="checkbox"/>				
Security	<input type="checkbox"/>				
Environmental	<input type="checkbox"/>				

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8 Personnel		
List key health and safety officers planned for this project. Attach resume.		
Name	Position/Title	Designation
Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?		
Name	Address	Telephone Number
Other responsibilities:		
9 References		
List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program		
Name and Company	Address	Phone Number

T2.2-06: Evaluation Schedule - Quality Management

Reference Standard – QAL-STD-0001 General Quality Requirements for Suppliers and Contractors.

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

1. Project Quality Plan for the contract which satisfies the technical and quality requirements of the Scope of Works, identifying all procedures, reviews, audits, controls, and records used to control and verify compliance with the specified Contractual requirements and specifications.
2. Quality Control Plan (QCP) specific to the Project but not limited to:
 - Geophysical survey (marine-based), Vibrocoring, In-situ Cone Penetration Testing (CPTu)
 - A typical sequence of activities for this Q.C.P is as follows: Approval of SHEQ documents, conducting of a Geophysical Survey (marine-based) Vibrocoring, conducting in-situ CPTu's, core boxes and samples, transportation of samples to the laboratory, laboratory testing and submission of final results.

This QCP shall identify all inspection, test, and verification requirements to meet Contractual obligations, specifications, drawings, and related details including destructive and non-destructive testing, witness, and hold points.

3. A signed Quality Policy based on International Organisation for Standardisation (ISO 9001) that displays the five key policy requirements. These requirements include:
 - Is appropriate to the purpose and context of the organization and supports its strategic direction,
 - Provides a framework for setting quality objectives,
 - Includes a commitment to satisfy applicable requirements,
 - Includes a commitment to continual improvement of the quality management system, and
 - Is communicated and understood within the organization.

Attached submissions to this schedule:

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The scoring of the Quality Plan will be as follows:

Total Points (10)	Evaluation Category	Maximum Score	Evaluation Criteria	Rating
<p>Quality Requirements</p>	<p>Project Quality Plan (as per QAL-STD-0001) The Project Quality Plan (PQP) details how the Contractor's Quality System will be applied to the Scope of Work specified in the contract and shall include the following as key elements:</p> <ol style="list-style-type: none"> 1) Include a description of the Contractor's Project organization, with key positions and responsibilities identified and individuals named. The organization structure shall also indicate resources committed to the management and co-ordination of Quality Assurance/Quality Control (QA/QC) activities. 2) Provide a description of how documents provided by Transnet to the Contractor are to be managed. Documentation management/control 3) Include all quality activities relevant to the Scope of Work, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with specified Contractual requirements. 4) Include a listing of all Quality Control Plans (QCP's) and associated Field Inspection Checklist (FIC'S), as applicable. 5) Include a listing of all Special Processes (e.g. welding, non-destructive testing, cube testing etc.) envisaged for use. 6) Control of externally provided services. 	5	The Tenderer has submitted no information to determine a score	0
	Only Two (2) or below of Six (6) key elements met		20	
	Three (3) of Six (6) key elements met		40	
	Four (4) of Six (6) key elements met		60	
	Five (5) of Six (6) key elements met		80	
	All Six (6) and above of the key elements met		100	
	<p>Quality Control Plans (as per QAL-STD-0001) Quality Control Plan (QCP) specific to the Project but not limited to:</p>	4	The Tenderer has submitted no information to determine a score	0

	<p>1. Geophysical survey (marine-based), Vibrocoring, In-situ Cone Penetration Testing (CPTu)</p> <p>The Quality Control Plan shall be Project Specific as per the Scope of Work and shall include the following as key elements:</p> <ol style="list-style-type: none"> 1) Detailed sequence of activities (construction/fabrication) 2) Include all procedure/code specifications 3) Include all intervention points (i.e. hold, witness, verify) 4) Include all Verification documentation/Field inspection checklist 5) Include all relevant signatories (i.e. Contractor, Approved Inspection Authority (AIA), Transnet) <p>A typical sequence of activities for this Q.C.P is as follows: Approval of SHEQ documents, conducting of a Geophysical Survey (marine-based) Vibrocoring, Conducting in-situ CPTu's, core boxes and samples, transportation of samples to the laboratory, laboratory testing and submission of final results.</p>	<p>One (1) of Five (5) key elements met</p> <p>Two (2) of Five (5) key elements met</p> <p>Three (3) of Five (5) key elements met</p> <p>Four (4) of Five (5) key elements met</p> <p>All 5 key elements are met</p>	<p>20</p> <p>40</p> <p>60</p> <p>80</p> <p>100</p>
<p>Quality Policy</p> <p>Quality Policy shall include the following key policy elements:</p> <ol style="list-style-type: none"> 1) is appropriate to the purpose and context of the organisation and supports its strategic direction, 2) provides framework for setting quality objectives, 3) includes a commitment to satisfy applicable requirements, 4) includes a commitment to continual improvement of QMS, and 5) is communicated and understood within the organisation. 	<p>The Tenderer has submitted no information to determine a score</p> <p>One (1) of Five (5) key policy elements met</p> <p>Two (2) of Five (5) key policy elements met</p> <p>Three (3) of Five (5) key policy elements met.</p> <p>Four (4) of Five (5) key elements met</p> <p>All Five (5) key elements met</p>	<p>0</p> <p>20</p> <p>40</p> <p>60</p> <p>80</p> <p>100</p>	<p>1</p>

T2.2-07: Evaluation Schedule - Environmental Management

The Tenderer must review the following documents in preparation to meeting the environmental

- a) TGC-ENV-STD-001 Rev 04 Construction Environmental Management Plan (CEMP);
- b) TGC-IMS-ENV-SOP-009.001 COVID-19 Health care waste management on construction sites;
- c) TGC-ENV-STD-002 Rev 04 Standard Environmental Specifications (SES);
- d) Transnet Integrated Management System (TIMS) Policy Commitment Statement; and
- e) Project Environmental Specification (PES) which includes TNPA minimum standards as contained in the following documents:
 - TNPA list of approved waste services Contractors

The tenderer must provide a project specific Environmental Management System (EMS) based on an International Standard to address the elements of the system. These elements must include the following,

1. The 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 Pollution prevention
 - Continual improvement
 - Provides framework for setting and reviewing objectives and targets and
 - Communication of Policy to all employees working for or on behalf of the Contractor

An unsigned or undated policy will be scored

2. Tender to provide a signed declaration of understanding (T2.2-07a) as part of the returnable acknowledging understanding thereof and the budget provision for the implementation of environmental management requirements.

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:

1. Site specific Environmental management system

Total Points (10)	Policy
Score 0	The Tenderer has submitted no information to determine a score
Score 20	Policy addresses 1 of the required elements and will most likely fail to meet the <i>Employer's</i> requirements or the tenderer has submitted an unsigned or undated Environmental Policy
Score 40	Policy addresses 2 of the required elements and is unlikely to meet the <i>Employer's</i> requirements
Score 60	Policy addresses 3 of the required elements and is possibly able to meet the <i>Employer's</i> requirements
Score 80	Policy addresses 4 of the required elements and is likely to ensure compliance with the stated <i>Employer's</i> requirements
Score 100	Policy addresses 5 of the required elements and is meets the <i>Employer's</i> requirements: <ul style="list-style-type: none"> • Regulatory compliance and other requirements • Commitment to Pollution prevention • Continual improvement • Provides framework for setting and reviewing objectives and targets and • Is communicated to all employees working for or on behalf of the organization

T2-2-07a 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 Plan (ENV-STD-001) 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		
Place		
Witness 1:		
Witness 2:		

2.1.3 Returnable Schedules

General

T2.2-08: Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following sub-consultants for work in this contract.
 If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Sub-consultants in accordance with requirements in the contract for such appointments.
 If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Sub-consultant	Nature and extent of work	Previous experience with Sub-consultant	B-BBEEE Level Certificates to be attached	Value of subcontracted Work (excl. 14% Vat)	% Ownership Black Ownership
1.						
2.						
3.						
4.						
5.						
6.						

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____

T2.2-09: Management & CV's of Key Persons

Please describe the management arrangements for the *works* and the proposed organogram.

1. The experience of assigned *key persons* in relation to the scope of work will be evaluated from three different points of view, as outlined below:
 - i. Relevant experience (total duration of the investigation/construction activity) and positions held of each discipline specific team member.
 - ii. The education, training, and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the scope of work. Proof of education and training must be attached to the C.V.
 - iii. The key staff members' / experts' knowledge of issues that the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.
2. Comprehensive CV's should be attached to this schedule:

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

 - i. Personal particulars
 - Name
 - Date and place of birth
 - Place (s) of tertiary education and dates associated therewith
 - Professional awards
 - ii. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
 - iii. Skills
 - iv. Name of current employer and position in enterprise
 - v. Overview of post graduate / diploma experience (year, organization and position)
 - vi. Outline of recent assignments / experience that has a bearing on the scope of work

1. The scoring allocation for the number of years of experience and knowledge is highlighted in the scoring schedule and the *Contractor* is to ensure that the specific resources meet the necessary criteria.
2. CV's for people proposed for all identified posts including:

Site Management:

- Contracts Manager
 - Contracts Manager should at least have a Diploma/Degree in Engineering/ Geotechnical related field and relevant years of experience in Geotechnical Site Investigation Projects with 5 years relevant experience.

Site Agent/Supervisor:

- Vibrocore rig Operator/ Supervisor
 - Vibrocore Supervisor must have a minimum 5 years of experience in Vibrocore. The supervisor must have experience in operating the vibrocore rig and its associated apparatus and recording data thereof.
- CPTu rig Operator/Supervisor
 - CPTu Supervisor must have a minimum 5 years of experience in operating the CPTu rig and its associated equipment and recording data thereof.

- Geophysical Survey Equipment Operator/Supervisor
 - A Geophysicist with marine data collection and quality control experience. The Geophysicist must hold a BSc Degree in Geophysics/equivalent and have a minimum of 5 years relevant years of experience within the field of marine-based geophysical surveys. The Supervisor must have the knowledge relating to the use of all related equipment and recording data thereof.

Site Officers:

- Health and Safety Officer
 - Health and Safety Officer: Registered as Health and Safety Officer with SACPCMP with experience on Geotechnical / civil construction projects, and have a SAMTRAC or NEBOSH or modern SHEQ risk management training course as a minimum qualification. Proof of SACPCMP registration as well as competency certificates to be submitted as part of this returnable, with a minimum of 3 years relevant work experience.
 - Environmental Officer
 - Environmental Officer should have a Bachelor's Degree in Environmental Management/Science or equivalent with a minimum of 3 years work experience in Marine Environment. Proof of qualification must accompany the response to this tender.
 - Quality Officer
 - The Quality Officer should have a Diploma or Certified qualification in quality management systems with a minimum of 3 years relevant quality officer experience in Construction. The Quality Officer should have a minimum 8 years of experience in Geotechnical construction projects.
3. Details of experience for proposed staff working in similar projects in terms of nature, complexity, and value.
 4. An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.
 5. Details of experience for proposed staff in respect to NEC3 Engineering and Construction Contract Option chosen for this contract. If staff experience is limited, an indication of relevant training that they have attended would be helpful.
 6. Organogram - Roles & Responsibilities:
The organogram should include all major sub-Contractors and suppliers, also showing the structure and composition of their entire team. The roles and responsibilities of each key staff member/expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.
 7. The tenderer must attach his / her organization and staffing proposals

The following table is to be populated by the tenderer identifying the resources for the key roles on the project

Key Person Role	Name of Resource
Contracts Manager	
Vibrocore rig Operator/Supervisor	
CPTu rig Operator/Supervisor	
Geophysical Survey Equipment Operator/Supervisor	
Health and Safety Officer	
Environmental Officer	
Quality Officer	

Attached submissions to this schedule:

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T2.2-10: Intention to Tender

To be returned within 5 days after receipt (17 March 2023)

EMAIL Transnet National Ports Authority Tender No: TNPA/2023/01/0006/19859/RFP
TO: Attention: Shani Evans
 Email: **shani.kleyn@transnet.net** Closing Date: **31 March 2023**

For: The Geotechnical Investigations for the Maydon Wharf Channel Deepening in the Port of Durban

Check

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

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

Company:

Contact:

Phone No:

e-mail Address:

REASON FOR NOT TENDERING:

SIGNATURE: _____

DATE: _____

T2.2-11: 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
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

T2.2-12: 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		

T2.2-13 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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T2.2-15: Proposed Organisation and staffing

Attached submissions to this schedule:

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The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

T2.2-18: 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:

2.1.4 Agreement and Commitment by Tenderer



T2.2-19 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

- 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
- 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- 3.3.1 return all written Confidential Information [including all copies]; and
- 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

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

9. GENERAL

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

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

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

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

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

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

Signed

Date

Name

Position

Tenderer

T2.2-20: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-23 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

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

T2.2-21 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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

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

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a **'Zero Gifts'** Policy. No employee is allowed to accept gifts, favours or benefits.
- a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
 - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

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

4 INDEPENDENT TENDERING

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- 5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

- 7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.
- 7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
 - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
 - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.
- Thus, conflicts of interest of any Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.
- 9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
 - b) must notify Transnet immediately in writing once the circumstances 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

T2.2-22 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

T2.2-23: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-24: ANNEX G Compulsory Enterprise Questionnaire

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic

Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 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

$$PS = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$$

Where:

- P_s = Points scored for the price of Bid under consideration
- P_t = Price of Bid under consideration
- P_{\max} = Price of highest acceptable Bid

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

- 4.1 In terms of Transnet SCM Policy on preferential procurement and Procurement Manuals, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

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

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

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with any of the following enterprises:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>
OR		
Any EME	<input type="checkbox"/>	<input type="checkbox"/>
Any QSE	<input type="checkbox"/>	<input type="checkbox"/>

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing 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 or any other matter required in terms of the Preferential Procurement Regulations, 2022 which will affect or has affected the evaluation of a bid 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p>

T2.2-25 : 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

T2.2-26 Agreement in terms of Protection of Personal Information Act, 4 of 2013 (“POPIA”)

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

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

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

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

T2.2-27 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 into 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	
------------	--	-----------	--

T2.2-28: 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)			

T2.2-29: 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



Tel : +27 (0) 11 025 6566
 Fax : +27 (0) 86 632 3980
 Email : info@sankofaib.co.za
 Website : www.sankofaib.co.za
 Post : Postnet Suite 221, Private Bag X51, Rivonia, 2128
 1st Floor, Block E, Edenburg Terraces, 348 Rivonia Boulevard, Rivonia, 2128

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 2022 to 31 March 2023 (Both days inclusive)
 DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals
 THE INSURED'S VAT NO: 4720103177
 THE INSURED'S COMPANY REGISTRATION NO: 1990/000900/30
 POSTAL ADDRESS (Head Office) P O Box 72501, Parkview, 2122

CONTRACT WORKS INSURANCE

Cover Provided : Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.
 Insurer : Mirabilis (Santam Limited)
 Policy Number : MZAR35023-CAR
 The Contract Site : Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.
 Territorial Limits : The Republic of South Africa.
 Additional Co-Insureds:
 The Contractor: All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;
 Sub-Contractors: All Sub-Contractors employed by the Contractor and all other Sub- Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement;

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

Provincial & Government:

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

Insured Contracts :

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

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

Definitions

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



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

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

- Costs & Expenses - Limited to maximum of R50,000,000.
- Expediting Measures – Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- 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

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

Main Policy Exclusions :

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 15% of the total estimated contract value.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or 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.
- Communicable diseases

Deductibles:

In respect of loss or damage:

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

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

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

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

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

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

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

PUBLIC LIABILITY

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

Insurer : Stalker Hutchinson (Santam Limited)

Policy Number: 6000/132335

Territorial Limits : The Republic of South Africa.

Insured Contracts: All projects (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 project works;**

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

"Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected



directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Policy Limits:

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

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

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

Main 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
- Excluding unfair dismissal
- Data exclusion
- COVID Exclusion

PROFESSIONAL INDEMNITY

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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 projects (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 project works:**

- 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) 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) in or on any aircraft.
- f) Being 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
- Data exclusion
- State Capture exclusion
- COVID exclusion
- Directors & Officers Exclusion

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

Dennis Govender

Chief Broking Officer

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2.1.1 Stage One as per CIDB: These schedules are required for pre-qualification and eligibility purposes

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

T2.1 List of Returnable Documents

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

T2.2-01 **Stage One as per CIDB: Eligibility Criteria Schedule** - CIDB Registration

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

T2.2-02 **Evaluation Schedule:** Approach Paper

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

T2.2-04 **Evaluation Schedule:** Programme

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

: TNPA Estimate Health and Safety Cost Breakdown

: Health, Safety Questionnaire

T2.2-06 **Evaluation Schedule:** Quality Plan

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

: Environmental Declaration of Understanding

2.1.3 Returnable Schedules:

General:

T2.2-08: Schedule of Proposed Subcontractor

T2.2-09 Management & CV's of Key Persons

T2.2-10 Intention to Tender

T2.2-11 Authority to submit tender

T2.2-12 Record of addenda to tender documents

T2.2-13 Letter of Good Standing

T2.2-14 Risk Elements

T2.2-15 Proposed Organisation Staffing

T2.2-16 Site Establishment requirements

T2.2-17: Availability of Equipment and Other Resources

T2.2-18: Capacity and Ability to meet Delivery Schedule

2.1.4 Agreement and Commitment by Tenderer:

T2.2-19 Non-Disclosure Agreement

T2.2-20 RFQ Declaration Form

T2.2-21 Service Provider Integrity Pact

T2.2-22 Certificate of Acquaintance with Tender Document

T2.2-23 RFP – Breach of Law

T2.2-24 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-25 Supplier Code of Conduct

T2.2-26 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-27 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

2.1.5 Bonds/Guarantees/Financial/Insurance:

- T2.2-28 Insurance provided by the Contractor
- T2.2-29 Form of Intent to provide a Performance Guarantee
- T2.2-30 Forecast Rate of Invoicing
- T2.2-31 Three (3) years audited financial statements

2.1.6 Transnet Vendor Registration Form:

- T2.2-32 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

T2.2-31: 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:

.....

.....

.....

.....

.....

.....

.....

Contractor:

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

Contractor:

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

Contractor:

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

Proposed Sub-contractor 1:

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

Proposed Sub-contractor 2:

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

Proposed Sub-contractor 3:

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

Proposed Sub-contractor 4:

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

Proposed Sub-contractor 5:

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

Proposed Sub-contractor 6:

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

Proposed Sub-contractor 8:

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

Proposed Sub-contractor 9:

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

Proposed Sub-contractor 10:

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

**2.1.6 Transnet Vendor Registration
Form**

T2.2-32 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.cipc.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	<input type="checkbox"/>	No	<input type="checkbox"/>
Main Product / Service Supplied e.g., Stationery / Consulting / Labour etc.				
How many personnel does the business employ?	Full Time	<input type="checkbox"/>	Part Time	<input type="checkbox"/>
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	<input type="checkbox"/>	>R10Million <R50Million QSE	<input type="checkbox"/>	>R50Million Large Enterprise	<input type="checkbox"/>
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Does your company have a valid proof of B-BBEE status?										Yes	<input type="checkbox"/>	No	<input type="checkbox"/>					
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	
EMPOWERING SUPPLIER	YES <input type="radio"/> NO <input type="radio"/>
An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes.	
In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.	
FIRST TIME SUPPLIER	YES <input type="radio"/> NO <input type="radio"/>
A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1 st time.	

SUPPLIER DEVELOPMENT PLAN	YES <input type="radio"/> NO <input type="radio"/>
----------------------------------	--

Supplier Development Plan is a plan that when we as Transnet award a supplier a long-term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g., we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).	
DEVELOPMENT PLAN DOCUMENT 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.	YES <input type="radio"/> NO <input type="radio"/> *If Yes- Attach supporting documents
ENTERPRISE DEVELOPMENT BENEFICIARY A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES <input type="radio"/> NO <input type="radio"/>
SUPPLIER DEVELOPMENT BENEFICIARY A supplier that we are already doing business with or transacting with and we are also assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES <input type="radio"/> NO <input type="radio"/>
GRADUATION FROM ED TO SD BENEFICIARY When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES <input type="radio"/> NO <input type="radio"/>
ENTERPRISE DEVELOPMENT RECIPIENT A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	YES <input type="radio"/> NO <input type="radio"/>

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: (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 underdeveloped areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	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"	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: (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)	<input type="checkbox"/>
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	<input type="checkbox"/>
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	<input type="checkbox"/>

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.		

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THE BROAD-BASED BLACK ECONOMIC EMPOWERMENT

PRACTICE GUIDE 01 of 2018

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

A. Introduction

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

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

B. Purpose of this practice guide

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

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

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

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

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

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

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

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

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

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

F. Penalties as per the B-BBEE Act

29. Trading with an invalid or fraudulent B-BBEE Verification Certificate may constitute an offence in terms of Section 130 (1) (a) of the B-BBEE Act, which states that a person commits an offence if that person knowingly misrepresents or attempts to misrepresent the broad-based black economic empowerment status of an enterprise, and the B-BBEE Commission may institute an investigation in terms of Section 13J of the B-BBEE Act. In addition, Section 13A of the B-BBEE Act has empowered organs of state and public entities to cancel any contract or authorisation awarded on account of false information knowingly furnished by or on behalf of an enterprise in respect of its broad-based black economic empowerment status.
30. If an entity is found to have violated the B-BBEE Act, an entity could be fined up to 10% of its annual turnover, and individuals involved could be imprisoned for up to 10 years, and / or fined. Specifically, an

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

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

B-BBEE Commission
Private Bag X31
Pretoria
0001
Telephone: +27 12 649 0910
Email: info@bbec.org.za

Issued by the B-BBEE Commission

3 September 2018

**REGULATIONS GOVERNING THE ADMINISTERING OF AN OATH OR
AFFIRMATION**

Act

Published under

GN R1258 in GG 3619 of 21 July 1972

as amended by

GN 1648 in GG 5716 of 19 August 1977

GN R1428 in GG 7119 of 11 July 1980

GN R774 in GG 8169 of 23 April 1982

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

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

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

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

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

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

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

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

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

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

(2) The commissioner of oaths shall-

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

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

5

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

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

(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 Contract

**Part C1: Agreements and Contract
Data**

C1.1 Form of Offer and Acceptance

C1.1: Form of Offer & Acceptance

Offer

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

The Geotechnical Investigations for the Maydon Wharf Channel Deepening in the Port of Durban

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

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

The offered total of the Prices exclusive of VAT is	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 *Project Manager* (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

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

Signature(s)

Name(s)

Capacity

for the
Employer

Transnet SOC Ltd
Transnet National Ports Authority
Queens Warehouse
237 Mahatma Gandhi Road
Durban

(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Transnet SOC Ltd
Transnet National Ports Authority
Queens Warehouse
237 Mahatma Gandhi Road
Durban

Name &
signature of
witness

Date

C1.2 Contract Data (Parts 1 & 2)

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: 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)

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 1ST Floor Durban 4000
10.1	The <i>Project Manager</i> is: (Name)	Amaran Naidoo
	Address	Transnet National Ports Authority 237 Mahatma Gandhi Road Durban 4000
	Tel	031 361 1025
	e-mail	Amaran.Naidoo@transnet.net
10.1	The <i>Supervisor</i> is: (Name)	Sanelisiwe Shozi
	Address	Transnet National Ports Authority 237 Mahatma Gandhi Road Durban 4000
	Tel No.	031 361 6720
	e-mail	Sanelisiwe.Shozi@transnet.net
11.2(13)	The <i>works</i> are	The Geotechnical Investigations for the Maydon Wharf Channel Deepening in the Port of Durban.

11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> 1. Inclement Weather 2. Site Occupations 3. Changes to operational requirements 4. Contaminated soil 5. Crime 6. Implementing the Covid-19 guidelines and regulations in the undertaking of construction activities. 7. Working within operational areas 8. Interfacing and working with the various business forums. 9. Congestion within Maydon Wharf waterways. 10. Unforeseen damage to existing unknown underground services. 				
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1" Description of the Site and it surroundings".				
11.2(16)	The Site Information is in	Part C4				
11.2(19)	The Works Information is in	Part C3				
12.2	The <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 works is	13 March 2024				
30.1	The <i>access dates</i> are	<table border="1"> <thead> <tr> <th>Part of the Site</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1 Subject to approval of SHEQ documents and method statements for site establishment</td> <td>21 June 2023</td> </tr> </tbody> </table>	Part of the Site	Date	1 Subject to approval of SHEQ documents and method statements for site establishment	21 June 2023
Part of the Site	Date					
1 Subject to approval of SHEQ documents and method statements for site establishment	21 June 2023					
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	Two (2) weeks of the Contract Date.				
31.2	The <i>starting date</i> is	23 May 2023				
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 <i>works</i>.
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Standard Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm
	The 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, KwaZulu Natal.
	and which are available from:	South African Weather Service 012 367 6023 or info3@weathersa.co.za.
7	Title	No additional data is required for this section of the <i>conditions of contract</i>.

8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works / Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
	2 Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability.
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability.
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability.
	3 Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability.
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability.
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability.
	4 Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon.
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon.
	The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.

Note:

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

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

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

The *Contractor* provides these additional Insurances

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

5 The insurance coverage referred to in 1, 2, 3, and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the Employer. The Contractor shall arrange with the insurer to submit to the Project Manager the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the Contractor.

84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is

Whatever the Contractor requires in addition to the amount of insurance taken out by the Employer for the same risk.

84.2 The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:

Principal Controlled Insurance policy for Contract

9 Termination

There is no additional Contract Data required for this section of the conditions of contract.

10 Data for main Option clause

B Priced contract with Bill of Quantities

No additional data is required for this Option.

60.6 The *method of measurement* is

The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.

11 Data for Option W1

W1.1 The *Adjudicator* is

Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the Adjudicator, the Chairman of the Association of Arbitrators will appoint an Adjudicator.

W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa).
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa).
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa).
	The place where arbitration is to be held is	Durban, KwaZulu Natal, South Africa.
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa).
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option.
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R 5 000,00 per day.
X13	Performance bond	
X13.1	The amount of the performance bond is	5% of the total of the Prices.
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage is	10% on all payments certified.

X18 **Limitation of liability**

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

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**

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:

-
- Z2.1**
- 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;

Z2.1

- Written confirmation by all of the constituents:
 - i. of their joint and several liabilities to the *Employer* to Provide the Works;
 - ii. identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative.
 - iii. Identification of the roles and responsibilities of the constituents to provide the Works.
- Financial requirements for the Joint Venture:
 - iv. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;
 - v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

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:

- commenced business rescue proceedings (R22)
- 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 material, including but not limited to design and documentation, prepared for this contract by the *Contractor* except as stated otherwise in the Works Information. The *Contractor* obtains other rights for the *Employer* as stated in the Works Information and obtains from a *SubContractor* or third party equivalent rights for the *Employer* of the material prepared by the *SubContractor*. The *Contractor* provides to the *Employer* the documents which transfer these rights to the *Employer* at no costs to the *Employer*.

Z8.1 **The first *assessment interval***

Z8.1

In the event that the *Contractor* is not loaded on the vendor data base, the *Project Manager's* first assessment of the amount due will be done once the *Contractor* has been successfully loaded as a vendor on the *Employers* data base following submitting all valid updated documents to the Procurement officer. Therefore, on NEC ECC Clause 50.1 the following text is removed in its entirety "and is no later than the *assessment interval* after the *starting date*"

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. e-mail.	
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 Contracts Manager	
	Name:	_____
	Job:	_____
	Responsibilities:	_____
	Qualifications:	_____
	Experience:	_____

2 Vibrocore rig Operator/ Supervisor

Name:

Job:

Responsibilities:

Qualifications:

Experience:

3 CPTu rig Operator/Supervisor

Name:

Job:

Responsibilities:

Qualifications:

Experience:

4 Geophysical Survey Equipment Operator/Supervisor

Name:

Job:

Responsibilities:

Qualifications:

Experience:

5 Health and Safety Officer

Name:

Job:

Responsibilities:

Qualifications:

Experience:



6 Environmental Officer

Name:

Job:

Responsibilities:

Qualifications:

Experience:

7 Quality Officer

Name:

Job:

Responsibilities:

Qualifications:

Experience:

CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.

11.2(14) The following matters will be included in the Risk Register

31.1 The programme identified in the Contract Data is

B Priced contract with bill of quantities

11.2(21) The *bill of quantities* is in

PART 2: PRICING DATA, Bill of Quantities

11.2(31) The tendered total of the Prices is

.....
.....
..... (in figures)
.....
..... (in words), excluding VAT



Data for Schedules of Cost Components

Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.

B Priced contract with bill of quantities

Data for the Shorter Schedule of Cost Components

41 in SSCC The percentage for people overheads is:

21 in SSCC The published list of Equipment is the last edition of the list published by

The percentage for adjustment for Equipment in the published list is

.....% (state plus or minus)

22 in SSCC The rates of other Equipment are:

Equipment	Size or capacity	Hourly Rate (R)
-----------	------------------	-----------------

61 in SSCC The hourly rates for Defined Cost of design outside the Working Areas are

Category of employee	Hourly rate
----------------------	-------------

62 in SSCC The percentage for design overheads is

63 in SSCC The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:

C1.3 Form of Guarantee

C1.3 Forms of Securities

Pro forma Performance Guarantee

For use with the NEC3 Engineering & Construction Contract - June 2005 (with amendments June 2006 and April 2013)

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Option:

Option X13: Performance bond

The pro forma document for this Guarantee is provided here for convenience but is to be treated as part of the *Works Information*.

The organisation providing the Guarantee does so by copying the pro forma document onto its letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

The Performance Bond needs to be issued by an institution that are reasonably acceptable to the *Employer*.

Transnet may choose to not to accept an Issuer. Should the issuer not being accepted, the performance bond needs to be replaced by an issuer that are acceptable to Transnet. Issuers need to be verified for acceptance by Transnet before a performance bond is issued.

Pro-forma Performance Bond (for use with Option X13)

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

Transnet SOC Ltd
C/o Transnet National Ports Authority
Transnet Corporate Centre
138 Eloff Street
Braamfontein
Johannesburg
2000

Date:

Dear Sirs,

Performance Bond for Contract No. TNPA/2023/01/0006/19859/RFP

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

Transnet SOC Limited, Registration No. 1990/000900/30 (the *Employer*) and

{Insert registered name and address of the *Contractor*} (the *Contractor*), for

{Insert details of the *works* from the Contract Data} (the *works*).

I/We the undersigned

on behalf of the
Guarantor

of physical address

and duly authorised thereto do hereby bind ourselves as Guarantor and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the *Contractor* and for all losses, damages and expenses that may be suffered or incurred by the *Employer* as a result of non-performance of the Contract by the *Contractor*, subject to the following conditions:

1. The terms *Employer*, *Contractor*, *Project Manager*, *works* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.

4. This bond will lapse on the earlier of
- the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
 - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:
- (say) _____
- R _____
8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed at _____ on this _____ day of _____ 201__

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

Part C2: Pricing Data

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	6
C2.2	The <i>bill of quantities</i>	3

C2.1 Pricing Instructions

C2.1 Pricing instructions: Option B

1. The conditions of the contract

1.1. How the contract prices work and how to assess its progress payments

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

Identified and defined terms	11	
	11.2	(21) The Bill of Quantities is the <i>bill of quantities</i> as changed following 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. <p>Completed work is work without Defects that would either delay or be covered by immediately following work.</p> <p>(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.</p>

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 a 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 following the Works Information". Hence the *Contractor* does **not** Provide the Works following the Bill of Quantities. The Bill of Quantities is only a pricing document.

1.3. Guidance before pricing and measuring

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

Historically bill of quantities-based contracts in South Africa has been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline-based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC3 caters to several disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement to the Preliminary & General bill items may have been used.

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



2. Measurement and payment

2.1. Symbols

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

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometer
km-pass	Kilometre-pass
kPa	kilopascal
kW	kilowatt
l	liter
m	meter
mm	millimeter
m ²	square meter
m ² -pass	square meter pass
m ³	cubic meter
m ³ -km	cubic meter-kilometer
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum ¹	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Workday

2.2. General assumptions

- 2.2.1. The Preliminary and General Items shall be priced following 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 will 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 preliminary cost.

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



- 2.2.2. Unless otherwise stated, items are measured net following 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 the 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, 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 several items are grouped 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 are 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 to identify 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.

3. General

- 3.1. The short descriptions given in the Bill of Quantities in C2.2 are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work, Part C3.
- 3.2. For the Bill of Quantities, the following words shall have the meanings hereby assigned to them:
- Unit:** The unit of measurement for each item of work.
- Quantity:** The number of units of work for each item.
- Rate:** The agreed payment per unit of measurement.
- Amount:** The product of the quantity and the agreed rate for an item.
- Sum:** An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
- 3.3. A rate, sum, and/or price as applicable, is to be entered against each item in the Bill of Quantities. An item against which no price is entered will be covered by the other prices or rates in the Bill of Quantities.
- 3.4. The rates, sums, and prices in the Bill of Quantities are to be fully inclusive prices for the work described under the several items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described following the provisions of the Scope of Work and shall cover the cost of all



general risks, liabilities, and obligations set forth or implied in the Conditions of Contract, as well as overhead charges and profit.

- 3.5. The quantities set out in the Bills of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Supervisor from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- 3.6. Contractors are to note that no reimbursement of costs for subsistence, typing, printing/copying, communications, or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, percentage fees, and prices for normal and additional works.
- 3.7. All rates and prices offered shall price in South African Rand and shall be exclusive of VAT or other similar taxes.
- 3.8. The Rates and prices shall not be subject to escalation and shall remain fixed for the duration of the Contract.

4. PARTICULAR PRICING ASSUMPTIONS

4.1. Fixed P&G

The unit of measurement shall be the sum.

The price shall include all fixed preliminary and general costs including but not limited to contractual provisions, permitting and approvals, insurances, site establishment costs other than the mobilization of equipment which is provided for separately, and, any other general cost and expenses that remain constant for the duration of the contract irrespective of the contract period.

4.2. Time-Related P&G

The unit of measurement shall be the sum.

The rate shall include all time-related preliminary and general costs including but not limited to contractual provisions, company overheads, supervision, and equipment hire not included elsewhere in the Bill of Quantities, and any other general cost and expenses that are variable in terms of the contract period.

4.3. Establishment on Site

The unit of measurement shall be the sum.

The price shall cover the cost of establishment on site of the vessel(s) and all associated equipment, tools, and materials to be used during the contract. This shall include all facilities necessary for the Contractor to undertake the works. No additional payment will be made for the establishment of additional equipment that the Contractor may subsequently elect to mobilize to meet the requirements of the Contract.

4.4. De-establishment from Site

The unit of measurement shall be the sum.

The price shall cover the cost to remove from the site the vessel(s) and all associated equipment, tools, and materials which will be established during the contract. No additional payment will be made for the removal of equipment subsequently mobilized as per 4.3.

4.5. Health, Safety, Environmental, Quality, and Document Control Requirements

The unit of measurement shall be the sum.

The price shall cover all costs associated with meeting the requirements of the OSH Act, Transnet Health and Safety Specifications, Environmental, Quality Assurance, and Document Control Specifications as set out in Part C3 Annexures.

4.6. Set up and move equipment

The unit of measurement shall be the number of test positions.

The rate shall include setting out and recording the position and level, all work required to access the position (including moving the vessels, rigs, and other related equipment), provision of all equipment and personnel necessary to set up the various items of equipment at each position and to move the equipment on completion of the work at each location to the following location as may be applicable.

4.7. Conducting of Geophysical Investigation

The unit of measurement shall be the sum.

The rates shall include all equipment, materials, and personnel required to carry out the work as specified, and for the keeping of all records as per the *Scope of Work*.

4.8. Conducting Piezocone Penetration Tests (CPTUs)

The unit of measurement shall be the linear meter depth achieved measured from the seabed level to the final penetration level in terms of the *Scope of Work*.

The rate shall include all equipment, materials, and personnel required to carry out the work as specified, and for the keeping of all records.

**4.9. Conducting Vibrocoring**

The unit of measurement shall be the meter of sample material recovered, irrespective of the actual depth achieved.

The rate shall include all equipment, materials, and personnel required to carry out the work as specified and for the boxing of cores.

4.10. Supply of Core Boxes

The unit of measurement shall be the number of core boxes.

The rate shall include all equipment and materials and personnel to manufacture the boxes and for the keeping of all records. This rate is to include the transportation of the core boxes to the Employer's storage facility. The boxes will remain the property of the Employer.

4.11. Sample transportation to the Employer's storage facility

The unit of measurement shall be the sum.

The rate shall include the distance travelled and personnel required to transport samples from the site to the Employers storage facility.

4.12. Sample transportation to the laboratory for testing

The unit of measurement shall be the sum

The rate shall include the distance travelled and personnel required to transport samples to the laboratory.

4.13. Laboratory Testing

The unit of measurement shall be the number of laboratory tests completed successfully per the *Scope of Works*.

The price shall include all costs involved to transport samples, testing, recording, storing, sorting, formatting, and compiling test results reports.

4.14. Reporting and Records

The unit of measurement shall be the sum.

The price shall include all costs involved in recording, storing, sorting, formatting, compiling data files, and producing drawings and reports. The price shall also include the delivery of reports and DATA packs as outlined in the *Scope of Works*.

C2.2 Bill of Quantities



C2.2 the bill of quantities

Use this page as a summary page or as a cover page for the *bill of quantities*.

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					R
	MAYDON WHARF GEOTECHNICAL INVESTIGATIONS AND LABORATORY TESTING IN THE PORT OF DURBAN.				
1	PRELIMINARY & GENERAL				
	Allow for all costs and expenses in connection with the following:				
1.1	Fixed P&G	Sum	1	R	R
1.2	Time-Related P&G	Sum	1	R	R
1.3	Comply with OSH Act, Transnet Health and Safety Specifications, Environmental, QA Specifications & Document Control Requirements.	Sum	1	R	R
2	ESTABLISH EQUIPMENT ON SITE				
2.1	Establish CPTu equipment and associated vessel(s)	Sum	1	R	R
2.2	Establish vibrocore equipment and associated vessel(s)	Sum	1	R	R
2.3	Establish Geophysical Survey Equipment and associated vessel(s)	Sum	1	R	R
3	DE-ESTABLISHMENT FROM THE SITE				
3.1	Remove CPTu equipment and associated vessel(s)	Sum	1	R	R
3.2	Remove vibrocore equipment and associated vessel(s)	Sum	1	R	R



	Remove Geophysical Survey Equipment and associated vessel(s)	Sum	1	R	R
3.3					
4	GEOTECHNICAL INVESTIGATION – GEOPHYSICAL SURVEY				
4.1	Conduct Geophysical Survey	Sum	1	R	R
5	GEOTECHNICAL INVESTIGATION – CPTU'S				
5.1	Set up and move CPTu equipment and vessel	No.	10	R	R
5.2	Perform Cone Penetration Tests as specified	m	120	R	R
6	GEOTECHNICAL INVESTIGATION – VIBROCORE				
6.1	Set up and move vibrocore equipment and vessel	No.	25	R	R
6.2	Vibrocoring	m	±150	R	R
7	CORE BOXES				
7.1.	Supply of core boxes: Vibrocores	No.	25	R	R
8	SAMPLING				
8.1	Grab Samples at selected locations	No.	25	R	R
9	CORE PHOTOGRAPHY				
9.1	Take photography of the core	Sum	1	R	R
10	SURVEYING				
10.1	Surveying of all CPTu and Vibrocore positions (X, Y, and Z) in terms of WGS 84 co-ordinate system, and relative to CD)	No.	35	R	R



11	REPORTING AND RECORDS									
11.1	Piezocene Penetration Tests (CPTUs)	Sum	1	R	R					
11.2	Vibrocopes	Sum	1	R	R					
11.3	Geophysical Report (Factual and Interpretive)	Sum	1	R	R					
12	TRANSPORTATION									
12.1	Transportation of samples to the Employer's facility	Sum	1	R	R					
12.2	Transportation of samples to the laboratory	Sum	1	R	R					
13	LABORATORY TESTING									
	Testing on Vibrocopes and Grab Samples									
13.1	Atterberg Limits and grading (Including hydrometer)	No.	30	R	R					
13.2	Bulk density	No.	15	R	R					
13.3	Specific gravity	No.	15	R	R					
13.4	Mineralogy, angularity, and roughness (microscopic and visual examination)	No.	15	R	R					
13.5	Carbonate and organic content	No.	15	R	R					
13.6	Triaxial (Consolidated Undrained) test	No.	15	R	R					
14	BUDGETARY ALLOWANCES									
14.1	Additional Survey investigations due to site conditions	Sum	1	R	R	500 000				
14.2	Additional requirements as instructed by the Project Manager	Sum	1	R	R	350 000				
		The offered total of the Prices exclusive of VAT				R				
		Value Added Tax @ 15%				R				
		The offered total of the Prices inclusive of VAT carried to Form of Offer and Acceptance				R				

Part C3: Scope of Work

C3.1 Works Information

PART C3: SCOPE OF WORK

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	<i>Employer's Works Information</i>	29
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C3.1 EMPLOYER'S WORKS INFORMATION

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1 Description of the Works

The *Contractor* is required to provide the geotechnical drilling and laboratory testing services to assist Transnet's Geotechnical Engineer to carry out a geotechnical investigation of the ground conditions underlying the site of the proposed Maydon Wharf Channel Deepening in the Port of Durban. The site can be accessed via Maydon Road and the approximate coordinates of the site are Lat: -29.8789191 and Long: 31.0013618. Figure 1 below shows the proposed areas of interest and the proposed expansions.



Proposed expansion:

- Widen Maydon Wharf channel from 120m to 150m
- Increasing the Congella Turning basin from a 300 m diameter to 330 m
- Deepen all waterways to 15 m CD
- Affected portions of the Central Sandbank to be stabilised at a 1:3 slope.
- Sugar turning basin to remain as 350 diameter

Total dredge volume = 3.2 million m³

Figure 1: Showing the Proposed area of interest and desired extensions.

The scope of work includes conducting a detailed marine geophysical survey (sub-bottom profiling), 25 No. Vibrocores and 10 No. Piezocone Penetration Test (CPTUs) to depths of approximately 6m into the seabed or refusal. The Vibrocore and Piezocone Penetration Testing are to be conducted from a suitable vessel floating on water. The tests may require a suitable (2/3 point) anchoring system to secure the rig in place. Vibrocores and CPTUs will be required to advance through loose and dense, cemented sand/shell (calcarenite) and gravel/boulder layers and terminate in the underlying bedrock (mudstone/siltstone/sandstone) at refusal or reach of the Vibrocores and/or CPTU's. Disturbed samples (obtained utilizing a grab sampler between 0,1 – 0,5m) and undisturbed samples (obtained by coring) will be collected from selected positions. The current depth of the seabed of areas of interest ranges between -1 m and - 14 m relative to Chart Datum (CD).

The approximate extent of the geophysical investigation is indicated in Drawing No. 2127736-1-000-H-LA-0001-01_01.CM is attached in Annex A.

The positions (in terms of the WGS 84 coordinate system) and levels (relative to the Port Chart Datum level) of the tests are to be determined by surveying methods. The coordinates of the planned Vibrocores & CPTUs will be given to the successful tenderer and used for setting out. Where access to a position is not possible, an alternative position will be given on-site by the *Supervisor*.

A photographic record of the boxes/containers housing the samples is to be kept and included in the *Contractor's* Data Pack together with the other required data and records. Samples selected by the *Supervisor* whilst logging the Vibrocore samples are to be prepared by the *Contractor* and transported to the laboratory for laboratory testing purposes. Laboratory testing of these samples is included in this contract.

Fulltime supervision of the *Contractor* will be provided by the *Employer* in a form of a *Supervisor* to amongst others, assist with logistics regarding shipping movements, determine the depths where tests are to be carried out, instruct where samples are to be taken, specify which tests are to be carried out on which samples and for logging of the cores.

The project is anticipated to span over a period of 12,5 weeks (inclusive of ±2 weeks for site establishment and execution of the fieldwork) plus an additional 4 weeks for completion of the laboratory testing and a further 3 weeks to complete the close-down activities, measured from the site access date.

2 Employer's objectives

The objective of the *Employer* is to obtain reliable and accurate geotechnical information on the subsurface soil conditions for the *Employer's* Geotechnical Engineer to provide detailed geotechnical data for the dredging of the selected sites within the port.

3 Interpretation and terminology

The following abbreviations may be used in this *Works Information*:

Abbreviation	Meaning is given to the abbreviation
AIA	Authorized Inspection Authority
BBBEE	Broad-Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Chart Datum (Port)
CDR	<i>Contractor</i> Documentation Register
CDS	<i>Contractor</i> Documentation Schedule
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
IT	Information Technology
JSA	Job Safety Analysis
CIRP	<i>Contractor's</i> Industrial Relations Practitioner
Native	The original electronic file format of the documentation
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
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	<i>Contractor's</i> Health and Safety Management Plan
SPT	Standard Penetration Test
SSRC	Site Safety Review Committee

4 Engineering and the *Contractor's* design

4.1 *Employer's* design

The *Employer's* design for the *Works* is a Geotechnical Investigation including Vibrocoring, Piezocone Penetration Testing, sampling, and laboratory testing.

5 Geotechnical Investigation Scope and Specifications

The *Contractor* shall submit a comprehensive list of plants intended for use on this contract. At least one geophysical survey vessel (with all required equipment), one Vibrocoring, and a CPTU rig will be required by the contract. A suitable vessel will also be required for the team to complete the *Works*. Further to that, a certified laboratory will also be required to complete the laboratory testing.

The *Contractor* shall establish on-site, all facilities necessary for him to undertake the *Works*, including establishment (on-site) of such geophysical survey vessel, Vibrocoring and CPTU rigs, all associated equipment, and a suitable vessel that is necessary to execute the planned penetrations.

The *Contractor* shall ensure that the plant and equipment mobilized to the site are in a satisfactory mechanical condition for the completion of the *Works*. No additional payment(s) will be made for the establishment of additional equipment(s).

The *Works* will be conducted over water from a stabilized vessel. Relevant *in-situ* testing and sampling specifications will apply to Vibrocoring and/or CPTUs.

The *Supervisor* will provide the successful Tenderer with a list of coordinates for setting out purposes.

The Vibrocoring rig used shall be capable of penetrating to depths of approximately 6m into the seafloor or refusal. The CPTU rig used shall be capable of penetrating at least 12m into the seafloor. Both rigs shall be capable of penetrating vertically on sloping/undulating surfaces.

The geophysical equipment shall be capable of providing good penetration and high-resolution data.

5.1 The vessels

The *Contractor* shall supply a suitable vessel for the geophysical survey and an additional vessel for the penetration of Vibrocores and CPTUs. Anchorage should be considered to keep the vessel in position.

The *Contractor* shall mark the positions of all the anchor lines and anchors in a very visible manner by using large orange floatable markers and lights above the water for the duration of the contract (day and night, including weekends and any/all pay weekend breaks).

Tenderers must familiarise themselves with and meet all the watercraft requirements of the Department of Transport (DOT), SAMSAs, and the Port.

The *Contractor* shall be responsible for complying with Government Gazette dated 15 April 2002 regarding water environments. The *Contractor* shall ensure that where work is done over or near water, appropriate measures provision shall be made for:

- a) Preventing workers from falling into water from the vessel.
- b) Ensuring that where a worker is exposed to the risk of drowning by falling into the water, a life jacket is provided and worn by the workers and a method of rescue is available from the vessel.
- c) All safety, lighting, and equipment to be used on the water shall comply with the requirements regarding watercraft. All safety, lighting, anchor markers, etc. features and/or equipment required must be supplied and maintained for the duration of the contract by the *Contractor* and must be included in the rates tendered.

The *Contractor* shall be responsible for the overall maintenance, safety, training, and operations of the drilling crew on the vessel.

The *Contractor* shall be responsible for moving of vessel between set-up positions. No assistance from either the *Supervisor* or the Port authorities will be given in this regard except with the coordination of shipping movements. The *Contractor* shall be responsible for obtaining permission from Port Control requesting permission; copies of all correspondence i.e., requests and permissions shall be submitted to the *Supervisor* before setting up a hole and included in the daily records.

A service boat, in a seaworthy condition meeting the applicable requirements concerning watercraft, shall always be present and shall transport the *Supervisor* to and from the penetration/testing site as and when required to do so.

The following safety items must be included in the health and safety plan:

- All personnel are to wear life jackets in addition to the normal PPE.
- The *Contractor* shall provide a certificate of proof from the Department of Transport (DOT) SAMSA regarding the watercraft, equipment, and vessel approval of seaworthiness/fitness before setting up on the first testing positions.
- A means of communication, for example, a mobile telephone, must always be on the vessel.
- Penetration rods and other equipment are securely stowed.
- Housekeeping is critical:
 - (i) Penetration rods to be stacked in racks.
 - (ii) Decks to be clear of ropes, lines, etc.
 - (iii) All rescue equipment is to be neatly stowed and ready for use in an emergency.
- Lighting of the vessel and the anchor lines.

5.2 Geophysical survey, Vibrocoreing, and CPTU

The coring and associated activities shall be carried out following Standard Specifications for Subsurface Investigations (SANRAL 2010), and where not covered in the SANRAL specification, following PIANC MarCom Working Group 121 report (2014 & 2017) and/or BS 5930:1999 Code of Practice for site investigations.

Co-ordinates will be provided for the *Contractor's* surveyor to set out the Vibrocoreing and CPTU testing positions. At the same time, the surveyor is to record the elevation (relative to the Port Chart Datum) of the Vibrocores and CPTUs seabed. After completion of the setting out, the position (WGS 84 co-ordinate system) and levels (Z) of the tests, as determined by the surveyor, are to be provided by the *Contractor* to the *Supervisor* within one week. The list (x, y, z) is to be typed (in an excel format) and signed by the registered surveyor and presented with the Company letterhead. A position accuracy of 0,1m is required.

Only standard nominal lengths of rods shall be used. The mixing of standard nominal imperial and metric lengths shall not be permitted.

Only proprietary core barrels shall be used unless otherwise approved by the *Supervisor*. All accessories and spare parts shall be as supplied or recommended by the contractor. Enough spares for core barrels, accessories, and core bits shall be available for use on-site without causing any delay to the testing operations. The condition of the vibro-hammer in use shall be carefully monitored and if any damage occurs, such as breaking, it shall be replaced immediately.

The coring shall be carried out using a vibration technique to refusal. Only biodegradable coring aids may be employed. The *Contractor* is required to produce documentary proof of this fact before commencing any penetration. The use of penetration aids in any hole shall specifically be noted on the daily site diary. Penetration aids shall be properly disposed of after use, to the satisfaction of the *Supervisor*.

In boring through permeable materials, the *Contractor* shall avoid any unnecessary disturbance to the material and shall ensure that the penetration fluid (if required) in the hole is maintained slightly above the water table.

The rods, core barrel, and any close-fitting or sampling tools shall be withdrawn slowly to avoid suction pressures arising in the hole. Penetration fluid shall be added wherever necessary to maintain the required level of penetration fluid in the hole during operations.

The Vibrocores shall be terminated approximately 6m into the seafloor sediments or refusal. The CPTUs shall be terminated 12m into the seafloor material or refusal. In some cases, the penetration shall be terminated at depths determined on-site by the *Supervisor*.

Before core logging and sampling, which will be carried out by the *Supervisor*, the *Contractor* will be required to photograph the core boxes containing the drilled cores.

The samples selected for testing by the *Supervisor* are to be prepared for storage and transportation by the *Contractor*.

5.3 Geophysical survey

The Geophysical survey shall be carried out following PIANC (2014 & 2017) Specifications for the Classification of Soils and Rocks for the Marine Dredging Process.

5.3.1 General

The geophysical method used shall be capable of covering a frequency of the seismic signals ranging from 0,5 to 15 kHz. The equipment shall be capable of providing better penetration at low frequencies and good resolution at higher frequencies.

The survey method used shall be capable of providing data on individual layers and the limits between various layers.

5.3.2 Geophysical Report

The contractor shall submit two copies of the reports. A factual and interpretative report will be required. The factual report shall contain all field data collected. The interpretative report shall contain detailed geophysical information. This report shall provide detailed information on the sub-seabed structure, individual layers, limits between various layers, etc.

The reports shall be submitted in an electric format (Word and PDF). A data pack containing raw frequency data shall also be submitted.

5.4 Piezocone Penetration Tests (CPTUs)

The Piezocone Penetration Tests shall be carried out following Sections 25.1 to 25.7 of the Standard Specifications for Subsurface Investigations (SANRAL, 2010), amended by Clauses 5.3.1 to 5.3.6 below as necessary.

5.4.1 General

The tests shall be static electrical cone penetrometer tests and shall comprise the measurement of cone resistance, local friction, and pore water pressure. The required axial bearing capacity for the test shall range between 100 and 200 kN. However, soft clays are expected on site; as a result, the minimum axial bearing capacity is expected to range between 20 and 200 kN (~2 and 20 tonnes).

The cone resistance shall be measured independently of local friction. The types of cones available for use on-site shall be suitable for the testing of a wide range of soils from peat and soft silts and clays and loose sands to stiff clays and dense granular material.

To enable piezocone testing the cone shall incorporate a porous element and pore pressure transducer with a response time as short as possible to measure pore pressure. The volume change of the transducer over its full measuring range shall not exceed 2.5mm³. The location of the porous element shall be as specified by the Supervisor. In general, for testing clayey soils with a field-assessed strength of up to and including firm, the porous element shall be located on the 'shoulder' of the cone. For testing a mixture of soils including granular soils and clay soils with a field-assessed strength of greater than 'firm' the porous element shall be located on the front face of the cone, between the tip and the shoulder. At the shoulder, the porous element shall consist of a high air entry sintered steel element 3mm thick located between the cone and friction sleeve, the element shall have the same external diameter as the friction sleeve. The 'face' element shall consist of either a high air entry centered steel element 3mm thick or a polypropylene element less than or equal to 6mm thick. The porous element shall be saturated in a de-aired light oil such as glycerine and the same liquid shall be used to fill the space within the cone between the porous element and the pore pressure transducer. The use of ceramic elements and/or water as the saturating liquid will not be permitted. A new porous element shall be used for each test and shall be fitted onto the cone within a reservoir of the same liquid used to saturate the porous element.

Where specified, piezocone penetration tests are to be carried out at approximately the same location ($\pm 2m$ away) as that of the corresponding Vibrocores to allow for the calibration of the CPTU results.

In case of a need to repeat Piezocone Penetration Tests the new location shall be at least 1.5m away from any previous Piezocone Penetration Test.

5.4.2 **Field checks**

Following completion of each test, the data shall be immediately reviewed, if there is evidence that the porous element was desaturated whilst the test was being carried out, the test shall be repeated. The cost of repeat tests shall be borne by the Contractor unless the Contractor can demonstrate that the type of ground penetrated would inevitably lead to desaturation of the porous element.

5.4.3 **Testing**

A conventional static cone test shall be performed to provide data for the soil between the seabed and the base of the pre-bored hole.

Each test shall be terminated at "refusal" or at the corresponding termination depth. In the case of a standard cone "refusal" is defined as follows:

- a) Total thrust equals nominal reaction provided.
- b) Cone end load is 90% of the cone capacity.
- c) Sleeve friction is more than 15% of the cone axial capacity.
- d) String deviation from the vertical is greater than 15 degrees between the tip and the top of the hole.
- e) Rod deviation is greater than 3 degrees over a length of penetration of one meter or less.

Where CPTUs "refuse" at shallow depth, the Contractor shall notify the Supervisor at the earliest opportunity. If the refusal is due to a shallow obstruction, the Contractor shall, when agreed with the Supervisor, drill to 1m below the level of the obstruction and the CPTU shall be continued thereafter.

If the CPTUs continuously refuse at shallow depths, the Supervisor reserves the right to withdraw the remainder of the CPT investigations from the scope of works.

5.4.4 **Daily records**

The Contractor shall prepare for each test a daily record which shall be of a form to be approved by the Supervisor. The records for each test shall be submitted to the Supervisor at the beginning of the next working day following the day to which they refer and contain the following information as a minimum:

- a) Diameter of cone
- b) Details of Calibrations
- c) Results of Field checks
- d) Details of unusual events or abnormal interruptions to the test and the depths corresponding to when they occurred

The following information plotted graphically against depth shall also form part of the *Daily record*:

- a) Cone resistance
- b) Local friction
- c) Friction ratio, defined as the ratio of local friction to cone resistance (measured at the same depth) measured as a percentage for piezocone tests
- d) Pore-water pressure

5.4.5 **Final Piezocone Penetration Test record**

The Final CPTU Record shall contain the following information:

- a) Information contained in Section 4.2.4 where relevant
- b) The as-built co-ordinates and levels of the tests
- c) Plot of verticality of cone penetration plotted against depth graphically, for tests that exceeded 15m depth.
- d) Fully calibrated graphical data
- e) The CPTU data in electronic format (ASCII or AGS or equivalent)

For graphical data, the scales selected shall be appropriate to the range of readings obtained, so that the graphical data provides a clear and meaningful presentation of the results. Where plotted points fall outside the boundaries of the graphical area, numerical values shall be written in the margin. Where scales for

graphical plots presented in the Daily Records are considered by the Supervisor to be inappropriate, they shall be varied, as agreed by the Supervisor, before the submission of the Factual Report.

5.4.6 CPT factual report

The Contractor shall submit a factual report containing the results of the CPTUs carried out at the site. As a minimum, the factual report shall contain the following:

- a) Title of the Investigation
- b) Brief Description of the site
- c) Brief Description of the geology encountered
- d) Description of the fieldwork carried out
- e) A list of all the standard BS or other procedures or specifications used for CPTUs and their interpretation
- f) A summary of calibrations performed (both pre-works and on-site), including dates and the amount of testing carried out (in meters) since the previous calibration.
- g) Final Piezocone Penetration Test Records
- h) Plan showing the site and as-built location of the CPTUs
- i) A selection of photos showing the CPTU operation
- j) A CD-ROM or equivalent (memory stick) with the data from all CPTUs in electronic format (ASCII or AGS or EXCEL or equivalent).

Three hard copies of the report shall be submitted together with a full electronic version in Portable Document Format (pdf).

5.5 Vibrocores

Vibrocoring is to be carried out to a depth of approximately 6m into seabed or refusal, using a vibrocorer equipped with a hammer and core barrel assembly that rotates freely within a frame. In case of shallow "refusal", the Contractor shall notify the Supervisor at the earliest opportunity. The vibrocore barrels shall have a minimum internal diameter of 75 mm. Samples are to be taken using a vibrocorer with the capability to sample to depths of ± 6 m below the level of the seafloor.

Once the ± 6 m or refusal depth has been achieved, a diver is to descend to the testing position to inspect the core barrel. The depth of penetration is to be marked on the core barrel by the diver before ascending to the vessel. The coring apparatus shall then be recovered from the seafloor. Once on board, the core shall be safely and securely fastened in the core rack on the vessel, marked (top), and numbered. Once on shore the casings will be split and the core recorded, photographed, and sampled (3 No. samples per vibrocore) for Laboratory testing (laboratory testing to be done by others).

The location at which the Vibrocoring activity is carried out shall be determined to an accuracy of 1m by differential GPS on board the vessel and within 2,0m of the given coordinate.

5.6 Sampling

Where instructed, samples of soil or rock (if encountered) shall be taken from core runs. After recovery of the core barrel to the surface, the recovered core shall be handled in such a way that it as far as possible maintains its natural state.

Immediately upon selection of samples by the Supervisor, the sample shall be tightly wrapped in a layer of cling film and then sealed with microcrystalline wax as described in ASTM D1587 to a thickness of not less than 10mm to prevent moisture loss. The wax shall not be boiled during the melting process. A second layer of cling film and wax shall also then be applied. A card stating the sample details shall be placed on the sample and the sample then again covered in cling film so that the sample details are visible.

The details of the sample recorded on the card shall include those details listed in Section 5.6. The top and bottom of the sample shall be measured using a tape measure with reference to the start and end of the core run from which it was taken.

A card shall be placed inside the core box stating that the sample has been removed for testing and recording the depths of the sample.

Grab Sampling

An estimate of 20 grab samples weighing approximately 5kg shall be collected at selected locations across the site. The samples shall be stored in tightly closed sample containers (preferably 5L plastic buckets). The labelling on the containers shall include the sample number and the GPS coordinates of the sample.

5.7 Sample Labelling

All samples shall be immediately numbered, documented, labelled, and sealed after sampling. The label shall show the following information:

- a) Identification of the project
- b) Identification of CPTU, Vibrocore, the position where the sample was grabbed, etc.
- c) Date of sampling
- d) Identification of sample (i.e. Silty sand)
- e) Sampling category
- f) Depth of the sample from the reference level

The samples shall be marked so that there is no doubt about the upper and lower end of the sample. The label should indicate the soil and rock type, the weathering, and possible discontinuities from visual identification, if possible.

5.8 Core boxes

For the storage of all cores/samples, suitable core boxes made of timber or other approved material capable of storing 7,5m of core each shall be provided by the *Contractor*, per the standard specifications. The core box shall be of suitably robust construction and be provided with a bolt-down type lid. Before usage, the *Contractor* shall provide the *Supervisor* with a sample of the core boxes for approval.

The core/samples shall be placed in core boxes in book order and shall be clearly and indelibly marked to define the beginning and end of each penetration run and any other intermediate depths required by the *Supervisor*. Each line of core/samples in the core box shall be separated from the adjoining line by a rigid strip of wood, hardboard, or other suitable material. The top and bottom of each penetration run shall be denoted by the insertion of a wooden block at the appropriate position in the core box, clearly marked with the appropriate depth. Any point, at which a known core loss occurred, shall be similarly marked using a wooden block. Only core samples from one penetrated hole shall be placed in the same core box. Friable material must, if necessary, be placed in a plastic sleeve before being placed in the core box.

The following information shall be indelibly printed on the lid of the box, using a stencil or similar type of lettering device, approved by the *Supervisor*; no free handwriting shall be allowed:

- a) *Contractor's* name.
- b) Project name.
- c) Penetration number.
- d) Box number and the total number of boxes, e.g. "Box 1 of 2".
- e) Depth range contained in the box.

Each core box shall be marked on one long side and both short sides with the penetration number and box number.

5.9 Core photography

Core photography shall be provided for all penetrations undertaken in this *Contract*, per Standard Specifications for Subsurface Investigations (SANRAL, 2010) and/or PIANC (2014 & 2017). Before commencing the photography, the *Contractor* shall provide the *Supervisor* with a sample of a photograph for approval.

The core boxes are to be photographed by the *Contractor* before the *Supervisor* commences with the core logging.

The photographs are to form part of the penetration record and are to be included in the data pack.

5.10 Storage of samples

The *Contractor* shall, at the end of each day, transport the samples from the site to a suitably covered storage shed provided by the *Contractor*.

During temporary storage, all precautions against possible loss or damage (wilful or accidental) as well as damage due to the elements shall be taken.

The temporary store, supplied by the *Contractor*, shall be weatherproof and to the satisfaction of the *Supervisor*. The minimum height between the lowest boxes in stacks and the floor of the temporary storage shall be 100mm. Transport of these samples to the permanent storage facility must take place at appropriate intervals as directed by the *Supervisor*.

A suitable facility for logging and photography shall be provided by the *Contractor* at the temporary storage area.

5.11 Transport of Samples/Cores

Samples and cores shall be transported in such a way as to preserve the relevant conditions of soil and rock samples that were present after the sample had come out of the sampling tool/penetration barrel.

6 Records

This section relates to the preparation and submission of records of work during the penetration and laboratory testing. The contents of the data pack are dealt with under Quality Management.

6.1 Daily site diaries

Daily progress diaries are to be submitted daily. These must be on pre-printed pro forma sheets and indicate as a minimum:

- a) List of equipment on site, mobilized to the site or demobilized from the site on that day. As a minimum, "equipment" is to include a floating barge/ platform, drilling rigs, and major items of specialist drilling equipment.
- b) List of staff from the *Contractor* and any *Subcontractors* on site and the man hours worked by each staff member. The list shall include by name the *Contractor's* site agent, a supervisor in charge of the floating barge/ platform, drilling rig/s, drill rig operators, safety officer, environmental officer, and QA managers. Laboratory technicians and labourers need not be listed by name. Man-hours for staff from *Subcontractors* under the control of the *Contractor* such as security staff, surveyors, etc. shall also be included.
- c) List of major work activities undertaken on that day.
- d) List of any health and safety or environmental incidents occurring on that day.
- e) List any delays to the project occurring on that day.
- f) List any significant occurrences during that day.

The form to be used shall be submitted for approval before the commencement of work. All daily diaries shall be submitted as documents following the approved QA plan.

The daily site diary shall be accepted as a substantial record of the operations on site and it is in the *Contractor's* interest to ensure that these are as detailed as possible. Claims for extension of time (and any other claims) that the *Contractor* may have will be based on these records. Should the *Contractor* not supply daily site diaries within the stipulated period, the *Supervisor* shall have the right to instruct the *Contractor* to stop work with the particular unit of equipment until the outstanding daily site diaries have been supplied. Additionally, the *Supervisor* has the right to reject any claim from the *Contractor* which cannot be substantiated by daily site diaries in the *Supervisor's* possession.

6.2 Site Vibrocore and CPTU records (Driller's logs)

Site records shall be submitted each day and contain details of the penetration (Vibrocore and CPTU) *Works* carried out the previous day. The Data must be presented in both PDF and excel format. The site Vibrocore and CPTU records shall contain the following minimum information:

- a) Contract title.
- b) Test/hole number.

- c) Date.
- d) Equipment and methods being used.
- e) Personnel used to penetrate the hole.
- f) Details of any services encountered.
- g) Results of all in-situ tests.
- h) List of all samples taken.
- i) The final depth of penetration (or for penetrations carried out over several days, the depth at the end of the day being reported).
- j) Details of any time spent where the equipment or personnel were not advancing the penetration (including stoppages and delays), the reasons therefore, and the actual times;
- k) Any other observations on activities at the hole.
- l) Details regarding moving between positions and set-up.
- m) Penetration diameter.
- n) Method of penetration.
- o) Observations on the soil and rock material.
- p) Depths of any rock fill or boulders penetrated through (if encountered).
- q) Depths and time are taken for each core run.
- r) Approximate core recovery during coring and the approximate depths of any core loss.

7 Laboratory testing

The laboratory testing and associated activities shall be carried out per TMH 1 Standard Method of Testing Road Construction Materials, BS 1377 – Methods of test for soils for civil engineering purposes, or alternative approved method, for example, ASTM.

The *Contractor* shall be responsible for the delivery/collection of the samples for laboratory testing and for the presentation of the laboratory test results in both paper and electronic format.

The *Supervisor* shall be responsible for the testing instructions for each sample.

All tests must be carried out by a SANAS Accredited Testing Laboratory, accredited for "Civil Engineering Testing". In this regard the *Contractor* shall submit a valid SANAS "Certificate of Accreditation" for "Civil Engineering Testing" together with the "Schedule of Accreditation", or certified copies thereof, to the *Project Manager* for acceptance. Failure to comply with this strict requirement will result in the *Contractor* not being able to proceed with the laboratory testing (contract void).

The tests shall be carried out as described in the standard specifications. Where multiple testing methods are presented, the *Contractor* is to inform the *Supervisor* so that the most suitable test method may be selected to ensure consistency across samples and reliable comparison between different material samples.

A brief description of the sample being tested is to be made for every sample being tested and included on the laboratory test report. The laboratory test results are to include all the data that is required in the relevant standard. All results are to be fully typed and any graphs or charts computer generated.

Provision has been made in the Bill of Quantities for the samples to be collected from the site/delivered to the laboratory at regular intervals during the drilling period. The *Contractor* will be responsible for this logistics.

The laboratory test results are to be made available within 4 weeks of the sample being submitted to the laboratory.

Unused/untested samples are to be stored at the laboratory for the duration of the contract defects period.

The list of laboratory tests envisaged is given below:

- Atterberg Limits and grading (including hydrometer) and natural moisture content
- Dry bulk density
- Specific gravity (SG)
- Mineralogical, angularity, and roundness (microscopic visual examination)
- Carbonate and organic content
- Triaxial (Consolidated Undrained) tests

8 Access constraints

8.1 Requirements of the *Employer*

As the site is in the Port of Durban, specific security, permit, and induction requirements are relevant to working on the site. The details will be covered during the compulsory Tender Clarification Meeting and Site Inspection.

The position of the *Contractor's* laydown area for plant and equipment, as well as the *Supervisor's* office and latrine, will be covered during the site inspection. No camping is allowed on the site.

The *Supervisor* will determine the sequence of penetration in consultation with Port Control. Shipping movements will take priority in all decisions taken in this regard. Rig's movements will be kept to a minimum where possible. Specific requirements for each penetration will be given on-site by the *Supervisor*.

The site has drive-on access for a 4-wheel drive LDV on the quay wall. The launching arrangements for the support craft servicing the vessel will be covered during the compulsory Tender Clarification Meeting and Site Inspection.

Unless otherwise stated by the *Supervisor*, the *Contractor* is to use existing roads in the Port and roads created by the *Contractor* if required.

8.2 Hours and remuneration of work for people (*Contractors* and *Subcontractors*) employed on the Site

Normal working hours are Mondays to Fridays, from 07h00 to 17h00. Work will not be permitted during any weekend or public holiday without permission from the *Project Manager*. Permission to work is to be requested in writing at least 2 weeks before the weekend/days; permission is not necessarily guaranteed and will be dependent on the nature of the work to be done and the availability of the *Supervisor* and other staff.

Remuneration of the subcontractors and/or casual workers shall be market competitive. No exploitation shall be permitted. The contractor should submit the proposed remuneration rate for casual workers to the *Employer* for approval.

9 Site services and facilities

9.1 Facilities provided by the *Employer* for the *Contractor*

Item	Date by which it will be provided
Details related to the <i>Contractor's</i> laydown area for the offices and toilet facilities will be discussed at the tender clarification meeting and site inspection.	Before tender submission
Details related to water and electricity will be discussed at the tender clarification meeting and site inspection	Before tender submission
Details related to an area for the construction of the floating barge/ platform and launching/ mooring of the service craft will be discussed at the tender clarification meeting and site inspection.	Before tender submission
Security will be at the <i>Contractor's</i> expense.	-

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*.

9.2 Facilities provided by the Contractor for the Project Manager and Supervisor

The Contractor is to provide a lockable office with 2 desks, 4 chairs, a chemical toilet, and suitable facilities for all meetings held on-site.

Toilet facilities are to be provided for the Contractor's staff by the Contractor. Outside toilets should be provided with locks and doors and should be secured to prevent them from blowing over. The Contractor should arrange for regular servicing of toilets and will be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly, and sanitary condition to the satisfaction of the Supervisor.

Wherever the Contractor provides facilities (either his own or for the Project Manager and/or Supervisor) and all items of Equipment, involving, *inter alia*, offices, materials storage 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.

Unless expressly stated as a responsibility of the Employer, 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.

9.3 Existing Services

Where the Contractor encounters existing (underground services / existing services cables/pipe trenches), the Contractor undertakes the following:

- Stop all operation processes and informs the Supervisor.

10 Plant and Materials Standards and Workmanship

The following list of standard specifications (latest edition) applies to the Works:

- SANRAL (2010) – Standard Specification for Subsurface Investigation.
- BS 5930: 1999 – Code of Practice for Site Investigations.
- TMH 1 – Standard Methods of Testing Road Construction Materials.
- BS 1377 – Methods of test for soils for civil engineering purposes
- PIANC - Classification of Soils and Rocks for the Maritime Dredging Process (2014 & 2017)

11 List of Drawings

11.1 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	Revision	Title
2127736-1-000-H-LA-0001-01_01.CM		Maydon Wharf Geophysics Boundary

12 Management and start-up

It is the Employer's specific intention that the Parties and their agents use the techniques of partnering to manage the Contract by holding meetings designed to pro-actively and jointly manage the administration of the Contract to minimize the adverse effects of risks and surprises for both Parties.

Depending on the size and complexity of the Works, it is probably beneficial for the Employer to hold a weekly risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, Subcontracting, overall coordination, and other matters of a general nature. Separate meetings for specialist activities such as programming, engineering, and design management, may also be warranted.

12.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Only when required	On-site	<i>Project Manager, Supervisor, Contractor, and appropriate key persons</i>
Overall Contract progress and technical feedback	Every two weeks	On-site	<i>Project Manager, Supervisor, Contractor, and appropriate key persons</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information. Records of these meetings are to be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.

All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or registers are not to be used to confirm 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.

The *Contractor* attends management meetings at the *Project Manager's* request. At these meetings, the *Contractor* presents all relevant data including safety, health, and environmental issues, progress reports, quality plans, and, *Subcontractor* management reports, as may be required.

12.2 Health and safety risk management

All health and safety matters associated with the *Works* will be dealt with by the Transnet National Ports Authority Health and Safety Management Plan and specification HAS-S-0001.

12.2.1 Health and Safety Procedures

The *Contractor* complies with the following Project Health and Safety Procedures (HAS-P):

- Site Emergency Management (HAS - P – 0001)
- Occurrence Reporting and Investigation (HAS - P – 0002)
- Vehicle Transportation Management (HAS - P – 0004)

The *Contractor* must prepare, implement and administer the *Contractor's* Health and Safety Management Plan (CHSMP). The Health and Safety Management Plan must provide a systematic method of managing hazards and implementing control measures.

The Plan (CHSMP) must be in writing and presented to TNPA or nominated representatives for review and acceptance. The Plan must at least "be accepted with comments" by TNPA before permission can be granted to *Contractors* to mobilize to the site.

The *Contractor's* Health and Safety Management Plan must be in line with the Project Specification and Project Specific Health and Safety Functional Execution Plan (PSHSFEP) which indicate Project Specific site safety rules.

Any proposed amendments or revisions to the CHSMP shall be submitted to TNPA for review and acceptance, and once accepted, it becomes part of the TNPA Safety Management Plan.

The CHSMP shall include the following as a minimum:

- Leadership and Commitment
- Performance Measurement and Reporting
- Involvement Communication and Motivation
- *Contractor* Management
- Training and Competency
- Hazard and Risk Management
- Occupational Health and Hygiene
- Safe systems of Work
- Incident Management
- Site Management

The *Contractor* shall ensure that its *Subcontractors* comply with the requirements of the CHSMP and relevant statutory requirements as may be defined by OHS Act 85 of 1993.

The CHSMP is regarded as a living document therefore TNPA may require the *Contractor* from time to time to supplement its safety manual, policies, and procedures with guidelines and /or operating standards provided.

The *contractor* shall ensure that all its employees are sent for Induction and submit Pre-employment medical examinations before being allowed to work on the Project and Exit medical examination before leaving the site. These medical examinations must be carried out by a registered Occupational Health practitioner at the *Contractors'* cost.

The *Contractor* performs the Works having due regard to the Health and Safety Surveillance Plan (HSSP).

The *Contractor* complies with the requirements of the Site Safety Review Committee (SSRC) concerning his activities and others on the Site and Working Areas.

The *Contractor* makes the CHSMP available to its employees and *Subcontractors* in the language of this *Contract* and other local languages as required.

The *Contractor* participates in a Hazard and Operability Study (HAZOP) at intervals upon the instruction and direction of the Project Manager.

The *Contractor* completes a Job Safety Analysis (JSA) before carrying out any operation on the Site and/or Working Area to the approval of the Project Manager or other person acting on him

12.2.2 Responsibilities of the Project Site Safety Manager

The Project Site Safety Manager (PSSM) is responsible for ensuring that the *Contractor* complies with the CHSMP. The PSSM acts on behalf of the *Project Manager*.

The PSSM-specific tasks are:

- Provide advice and support to the established governance structures such as Safety Committees.
- Provide advice and input to management on the review of safety compliance audits.
- Implement a system for reporting and recording all incidents, performance analysis, and calculating and recording LTIs.
- Implement sustainable statistical process controls so that continuous improvement is achieved.
- Monitor and facilitate training on Safety and Health Policies, Procedures, and Practices so that all staff members are aware of and adhere to these.
- Investigate any Safety and Health incidents reported by safety officers and officials so that immediate and appropriate measures are taken.
- Review, improve and approve Project Safety and Health Plans.

12.3 Environmental constraints and management

All work is to be conducted following the principles of the National Environmental Management Act, 1998 (Act no 107 of 1998) but not limited to other applicable regulations, and municipal bylaws as well as the accepted environmental good practice.

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
- Standard Environmental Specification (ENV-STD-02 Rev 04).
- Construction Environmental Management Plan (ENV-STD-01 Rev 04).
- COVID 19 Post Lockdown Construction Site Health and Safety Guidelines
- COVID-19 Health Care Waste Management on Construction sites TNPA-IMS-ENV-SOP-009.001

The Contractor must also comply with the following document:

- TNPA list of approved waste services contractors

The CEMP describes the main roles and responsibilities of the project team concerning Environmental Management. The SES describes the minimally 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 with. The above requirements shall apply to the main Contractor, its service providers, and suppliers. The Contractor must comply with all the requirements of the CEMP, SES, and applicable standards as mentioned above.

The Contractor must sign the declaration of understanding as a commitment to abide by TNPA Environmental Governance Framework, and Project Environmental Specification. Enough environmental budget must be allocated to meet all the project's environmental requirements for the duration of the contract.

The Contractor must appoint an Environmental Officer (EO) to monitor and manage compliance with environmental Specifications and all applicable environmental legislation. The EO must as a minimum have at least 3 years of work experience in environmental management within the marine Environment. The roles and responsibilities of the Contractor's EO are stated in CEMP. The contractor's EO must be 100% full-time on-site during working hours.

The Contractor will be required to submit an environmental file to TNPA post-award of the tender. Requirements of the Employer will be made known on the award of the contract. Site access certificate shall not be granted until the environmental file has been approved by the Employer.

The overarching obligations of the Contractor under the CEMP before construction activities commence on the Site and/or Working Areas is to provide environmental method statements (as contained under section 5.5 of the CEMP) for all construction operations at the site and/or Working Area by the Contractor and where requested by the CM and to comply with the following:

The Contractor shall identify the kinds of environmental impacts that will occur as a result of 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 SES document are achieved. The method statements will be prepared following the requirements set out in the CEMP. 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 the site have attended the Environmental Induction Programme before commencing any work on Site. If new personnel commence work on the Site during construction, the Contractor shall ensure that its 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 phase of the project. These Method Statements must be approved by the TNPA Construction Manager and TNPA Environmental Manager or Environmental Officer. Approval must at least be two weeks before 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 Officer.

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.

During the construction period, the Contractor complies with the following:
A copy of the CEMP, SES, and applicable standards 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.

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 Officer as detailed in the SES. A 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 Specifications.
The Contractor must appoint waste removal Service Providers who are licenced to operate within the Ports as provided in the TNPA list of Waste Services Contractors.



12.4 Personnel acting on behalf of the Project Manager

The lines of communication of the various personnel acting on behalf of the *Project Manager* who communicates to the *Contractor* and his key persons with respect to the CEMP are contained within the ENV-STD-001.

12.5 Contract change management

No additional requirements apply to ECC Clause 60 series.

13 Quality assurance requirements

The *Contractor* shall have, maintain and demonstrate its use to the *Project Manager* (and/or the *Supervisor* to satisfy the requirements set out in the *Scope of Works* as appropriate) the documented Quality Management System to be used in the performance of the *Works*. The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).

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

- Quality Plan for the *Contract*
- Quality Policy
- Index of Procedures to be used
- A schedule of internal and external audits during the *Contract*

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 *Project Manager* 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 *Project Manager* responding to documents submitted by the *Contractor* for review or acceptance within the *period for reply* before to such documents being used by the *Contractor*.

The Quality Plan means the *Contractor's* statement, which outlines the strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the *Works* meet the standards stated in the *Works Information*.

14 Programming requirements

A programme is required to be submitted with the tender submission, and thereafter in accordance with the intervals prescribed in the NEC3 ECC clause 31.2 *Contract* documentation.

Although there is no present priority for the penetration sequence, this may change during the *Contract*. The *Supervisor* will instruct the *Contractor* on any priorities should they arise.

The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of the CEMP, SES, PES and CHSMP together with the associated environmental method statements.

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

The *Contractor* uses Primavera P6 version 15 or above for his programme submissions or a similar programme software package equivalent to Primavera version 15 or above subject to the prior written notification and acceptance by the *Project Manager*.

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 a sequence of operations. The *Contractor's* programme shows the duration of operations in working days (See Section 8.2).

The following activities/ periods, measured against the start date and site access date, are required to be shown in the program:

- For the establishment of the equipment and plant to the site.
- For the preparation of safety and environment documentation, medicals, etc.

- For anchoring, inspections and certification of the vessel.
- For conducting the geophysical survey
- For Vibrocoring and CPT Penetration.
- For laboratory testing.
- For contract close-down (submission of construction data and records, including laboratory test results).

Transnet's expectations in this regard, against which the Tenderer will be evaluated, are as follows:

- For the establishment of the equipment and plant to the site – 2 weeks.
- For the preparation of safety and environment documentation, medicals, etc – the same 2 weeks as allowed for establishment.
- For anchoring, inspections and certification of the vessel. To be included/part of 2 weeks establishment
- For Geophysical survey, Vibrocoring, and CPT Penetration – 10,5 weeks
- For laboratory testing – to commence after 2 weeks of site work and finalized within 4 weeks of the completion of the last penetrated holes. Public holidays may influence this activity and should be considered.
- For contract close-down (submission of construction data and records, including laboratory test results) – 1st submission for TNPA review within 5 weeks of the completion of the last penetration hole, 1 week for TNPA review, and final submission within 1 week of the completion of the TNPA review. The end-of-year shutdown period may influence this activity and should be considered.

The *Contractor's* 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 of each discipline.
- A narrative status reports.

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*.

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*.

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* utilizing the earned values as calculated by the detailed progress report.

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

15.1 *Contractor's* Contracts Manager

Contracts Manager should at least have a minimum qualification of a Diploma/Degree in an Engineering/ Geotechnical related field. The Contracts Manager must have 5 years of relevant experience in Geotechnical Site Investigation Projects.

15.2 **Contractor's Environmental Officer**

The *Contractor* employs a *Contractor's* Environmental Officer EO as a key person under ECC Clause 24.1

The EO reports to the SHEC on the Site. The EO ensures that the *Works* (to include any part thereof) are subject to a prior environmental method statement(s) approved by the Project Manager, CM, and EO and ensures that the CEMP is implemented by the *Contractor* in a timely and proper manner. The EO provides the *Project Manager* with all environmental method statements.

The EO duties amongst others include the ff:

- Monitor compliance with the CEMP (to include the SES and PES) and the environmental method statements submitted to the Project Manager.
- Reporting an environmental incident to the TNPA EO.
- Attendance at all SHE meetings, toolbox talks, and induction programmes.
- Litter control and ensuring the *Contractor* clears litter from the Site and Working Areas.
- Ensuring that environmental signage and barriers are correctly placed.

The EO submits daily, weekly, and monthly checklists to the TNPA EO and maintains the approved Environmental File. File to include all records and to be kept on site. An additional electronic file must be maintained to keep all Environmental records on site.

15.3 **Contractor's Health and Safety Officer**

Health and Safety Officer: Registered as Health and Safety Officer with SACPCMP with experience on Geotechnical / civil construction projects and have a SAMTRAC or NEBOSH or modern SHEQ risk management training course as a minimum qualification. Proof of SACPCMP registration as well as competency certificates to be submitted as part of this returnable, with a minimum of 3 years relevant work experience.

15.4 **Contractor's Quality Officer**

The Quality Officer should have a Diploma or Certified qualification in quality management systems with a minimum of 5 years of relevant quality officer experience in Construction. The Quality Officer should have a minimum of 3 years of experience in Geotechnical construction projects.

15.5 **Contractor's Site Agent/Supervisor**

- Vibrocore rig Operator/ Supervisor
 - Vibrocore Supervisor must have a minimum of 5 years of experience in Vibrocore. The supervisor must have experience in operating the vibrocore rig and its associated apparatus and recording data thereof.
- CPTu rig Operator/Supervisor
 - CPTu Supervisor must have a minimum of 5 years of experience in operating the CPTu rig and its associated equipment and recording data thereof.
- Geophysical Survey Equipment Operator/Supervisor
 - A Geophysicist with marine data collection and quality control experience. The Geophysicist must hold a BSc Degree in Geophysics/equivalent and have a minimum of 5 years relevant years of experience within the field of marine-based geophysical surveys. The Supervisor must have knowledge relating to the use of all related equipment and recording data thereof.

15.6 **Contractor's Industrial Relations Person (CIRP)**

The *Contractor* employs a *Contractor's* Industrial Relations Person (CIRP) as a key person under ECC Clause 24.1.

The CIRP is not required to be based on the Site and ensures that all reports and IR requests are submitted accurately and promptly to the Project Manager, CM, PIRM, PSIRM, and/or SIRM.

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 [state specific details within paragraph 6.1 management meetings of the Works Information].
- Represent the *Contractor* on the Industrial Relations Co-ordinating Committee (IRCC).

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.

16 Insurance provided by the *Employer*

Insurance provided by the *Employer* is contained in the *Contract* Data – Part 1.

17 Provision of bonds and guarantees

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

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

18 Procurement

18.1 Code of Conduct

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

- The Transnet Construction Procurement Manual (CPM).
- 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 (B-BBEE).
- The Anti-Corruption Act.

This code of conduct has been included in this *Contract* to formally apprise Transnet Suppliers of Transnet's expectations regarding the 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. We aim to become a world class, profitable, logistics organization. As such, our transformation is focused on adopting a performance culture and adopting behaviours that will enable this transformation.

1. *Transnet will not participate in corrupt practices and therefore expects its suppliers to act similarly.*
 - 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, to:
 - Illegally influence their judgment or conduct or to ensure the desired outcome of a sourcing activity.
 - Win or retain business or influence any act or decision of any decision stakeholders involved in sourcing decisions.
 - Gain an improper advantage.
 - There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hotline to report these acts. (0800 003 056).

2. *Transnet 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.
 - Transnet does not engage with non-value-adding agents or representatives solely to increase B-BBEE spend (fronting).
3. *Transnet's relationship with suppliers requires us to clearly define requirements, exchange information, and share mutual benefits.*
 - Generally, Suppliers have their 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, B-BBEE status, etc.).
 - Corrupt activities listed above.
 - 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 honestly and straightforwardly.
 - 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.

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

The *Contractor* complies with the following permissions and restrictions as required by the Employer:

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.

18.2 The Contractor's Invoices

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.

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

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: TNPA/2023/01/0006/19859/RFP

The invoice is presented either by post or by hand delivery.

Invoices submitted by post are addressed to:

Transnet SOC Ltd
P O Box 38162
Point
4069

For the attention of The *Contract* Administrator, Transnet National Port Authority

Invoices submitted by hand are presented to:

Transnet National Ports Authority
Queens Warehouse
237 Mahatma Gandhi Road
Durban
4000

For the attention of Iqbal Hoosen, Transnet National Ports Authority

The invoice is presented as an original.

18.3 People

Minimum requirements of people employed on the Site

- People employed on the Site should be sufficiently trained to perform the required tasks.
- People employed on-site should be equipped with the required PPE. These include hard hats, reflective vests, safety boots, safety gloves, safety glasses, ear plugs, and life jackets (for those working on the floating barge/ platform).

18.3.1 Project Industrial Relations Policy and Management Plan

The *Contractor* complies with the following Project Industrial Relations Policy and Management Plan (PIRPMP):

- **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.

- **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:

- 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.
- 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
- The final Industrial Action Report is to be delivered 24 hours after the finalization of the industrial action.
- 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 to its premises and unless otherwise authorized; such person will be deemed to be trespassing.

The *Contractor* performs the Works having due regard to the Project Labour Agreements PLA that are negotiated between the Employer and the appropriate trade unions on this *Contract*.

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

The roles and responsibilities of the various personnel acting on behalf of the Project Manager concerning Industrial Relations IR issues are stated in the paragraphs following:

The Project Industrial Relations Manager (PRIM) is responsible for ensuring that the *Contractor* complies with the PIRPMP. The PIRM acts on behalf of the Project Manager.

The PIRM specific tasks are:

- To complete PLA
- A prior to the *Contract* Date.
- To assign specific duties to the Project Site Industrial Relations Manager (PSIRM).

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

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.

The SIRM-specific tasks are:

To liaise with the *Contractor* before the commencement of construction activities (as per the *Contractor's* programme accepted by the Project Manager) with respect to IR issues under the Site Induction Programme (SIP).

18.4 Subcontracting

The *Contractor* shall appoint a SANAS Accredited Testing Laboratory, accredited for "Civil Engineering Testing" to perform laboratory tests (refer to Section 7).

Surveying activities for setting out penetration positions may also require the appointment of a registered surveyor.

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

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

The *Contractor* requires a *Subcontract*, where an NEC3 contract is used.

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

18.5 Plant and Materials

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

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.

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.

18.6 Tests and inspections before delivery

The *Contractor* submits to the *Supervisor* details to certify that tests and inspections have been carried out on Plant and Materials by others which include:

- Authorised Inspection Authority (AIA)
- Independent Nominated Consultant (INC)

20 Documentation Control

In undertaking the *works* all documentation requirements for the *works* shall be dealt with in accordance with document DOC-STD-0001_Rev03, Annexure K. The control, maintenance and handling of these documents and drawings, using a suitable document control system, remain the sole responsibility of the *Contractor*.

The *Contractor* documentation "Starter kit", as contemplated in DOC-STD-0001_Rev03, will be issued at the kick-off meeting following the award.

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 are dependent on the project procedure and shall be specified by the *Project Manager*, upon the notified request of the *Contractor*.

All contract correspondence is issued through document control. Electronic submissions are permissible only for URGENT communication, PDF and native where necessary.

The *Contractor* shall apply "wet signatures" to the original documentation before scanning the single-sided, signed original prior to formal submission to the *Project Manager*.

Electronic files submitted to the *Project Manager* shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to have, at all times, the latest generation of virus protection software and up-to-date virus definitions.

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.

Hardcopy original documents must be delivered within 24 hours of electronic submission of same to the project site office document control department.

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.

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.

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.

All drawings supplied shall comply with the CAD Standards, i.e. ENG-STD-0001, contained in the Annexure H1.

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 time-frame and quality requirements are met as outlined in the specified standards prior to awarding sub-orders.

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)

20.1 Procedure for Submission and Acceptance of *Contractor's* Documentation

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 are dependent on the project procedure and shall be specified by the *Project Manager*, upon the notified request of the *Contractor*.

The *Contractor* shall deliver both hard copies and electronic media copies (CD Rom) to the *Project Manager* either at the address stated within the Contract Data or at the Project site office.

All electronic documentation shall be submitted by the *Contractor* in Adobe Acrobat (.PDF) and native file format.

Acceptance of documentation by the *Project Manager* will in no way relieve the *Contractor* of his responsibility for the correctness of the information, or conformance with his obligation to provide the *works*. This obligation rests solely with the *Contractor*.

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 *Contractor* Review Label, is scanned and the original document with comments shall be returned to the *Contractor* under cover of the project's Transmittal Note for revision or re-submittal as instructed and to be included in the master copy data file where applicable.

The *Contractor* shall allow the *Project Manager* 2 weeks unless otherwise stated and agreed, to review and respond to the *Contractor's* submission of their documentation, i.e. from time of receipt of the hardcopy to 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.

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 working days of receipt of the marked-up document.

In undertaking the *works* all drawing requirements for the *works* shall be dealt with in accordance with document ENG-STD-0001 Annexure H1.

20.2 **As-built Drawings, Operating Manuals and Data Packs**

The *Contractor* provides the following:

- 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.

- 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

21 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 Information.

The *Contractor* is to take note that this project was previously managed by TGC / Transnet Group Capital, hence some of the references, annexures or specifications will retain as TGC / Transnet Group Capital though the project is now managed by TNPA.

List of Annexures

All the annexures listed hereunder shall be deemed to form part of the Works Information.

The Annexures listed in the Table below are available **only** in the soft copy format (CD).

Annexure	Description / Discipline	Document No(s)
A	Maydon Wharf Geophysics Boundary	2127736-1-000-H-LA-0001-01_01.CM
B	Project Health and Safety Specification	HAS-S-0001
C	Health and Safety Guidelines	HAS-GL-0001

D	Site Emergency Management	HAS-P-0001 - Rev 0
E	Occurrence Reporting and Investigation	HAS-P-0002 - Rev 0
G	Transnet Integrated Management System Policy Commitment Statement	TIMS-IMS-GRP-GDL-002-1
H 1	Construction Environmental Management Plan (CEMP)	ENV-STD-001 Rev 04
H2	Standard Environmental Specifications (SES)	ENV-STD-002 Rev 04
K	Contractor Documentation Submittal Requirements	DOC-STD-0001 rev 3
L	General Quality Requirements for Suppliers and Contractors	QAL-STD-001 rev 0
M	Principal Controlled Insurance	
N	Contractor Safety Questionnaire	
O	Health & Safety Pricing Schedule	TRN-IMS-GRP-GDL 014.4
P	TGC IR	
Q	Covid-19 Occupational Health and Safety Measures in Workplaces Covid-19 (C19 OHS), 2020	
R	TNPA List of Approved Waste Services Contractors	
S	Working over water	HAS-P-0003
T	Standard for uniformity in Engineering and Construction	
U	Integrated Management System – Occurrence and Non-conformance Management Procedure	TRN-IMS-GRP-PROC-013
V	CAD Standards	ENG-STD-0001

Part C4: Site Information

C4.1 Site Information

Part C4: Site Information

Part C4 Site Information

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SECTION 1

1 Port of Durban

The Port of Durban is operated by the Transnet National Ports Authority, which provides the port infrastructure, pilotage, and navigational aids. The Port of Durban handles the greatest volume of sea-going traffic of any port in southern Africa, or about 38 per cent of the ships calling at all South African ports. The approach channel has been widened and deepened to provide safe navigation for post-Panamax container and dry bulk vessels.

2 Site Description

2.1 Locality

As shown in Figure 1 below, Maydon Wharf is located on the west side of the Port of Durban, which is situated on the east coast of South Africa. The precinct is situated between Maydon Road to the north-west, Canal Road to the northeast and Berths 1-15 to the south and east. Navigation to the precinct is via the recently deepened and widened port entrance channel, transiting between Durban Container Terminal (DCT) Pier 1 and the Point Car Terminal, before arriving at the entrance to the Esplanade Channel. The Esplanade Channel traverses between the central sandbank and the Victoria Embankment leading to the Sugar turning basin and berths 1 to 5. This advances further into the Maydon Wharf channel which is confined by the central sandbank to port side and berths 6 to 11 to starboard. Finally, this leads to the Congella turning basin and the Congella basin situated opposite Berths 12 – 15.



Figure 1, Maydon Wharf Locality Plan

The site layout shown in Figure 1 shows the proposed Channel to be deepened.

Access to Site will be via Maydon Road. The Contractor is made aware that this road can become heavily congested and the Contractor shall carefully plan movement of machinery to and from site.

Access to Port of Durban is strictly controlled. Access permits are issued by Transnet National Ports Authority (TNPA) against receipt of written request from an entity already operating within the Port. Positive identification (ID document or drivers licence) is required for each person requesting an access permit. The Employer will assist the Consultant to obtain the required access permits.

3 Coastal Information

3.1 Tidal Range

Tidal levels for Durban harbour are as shown in Table 1.

Table 1: Astronomical Tide Predictions

(SA Navy Hydrographic Office, 2008, converted to Chart Datum, Port)

Tide	Abbreviation	Level (m, Chart Datum Port*)
Highest Astronomical Tide	HAT	2.287
Mean High Water Springs	MHWS	1.997
Mean Level	ML	1.097
Mean Low Water Springs	MLWS	0.197
Lowest Astronomical Tide	LAT	-0.013

*Note: Chart Datum is defined by the SA Navy Hydrographer as 0.913 metres below land levelling datum. Chart Datum Port is defined by Transnet NPA as 0.900 metres below land levelling datum. All references to Chart Datum in this document will be interpreted as Chart Datum Port.

Water levels may vary from those predicted in the astronomical tide tables due to barometric effects, and to prevailing wind and wave conditions.