

Transnet National Ports Authority
an Operating Division **TRANSNET SOC LTD**
[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE REPAIR OF OUTER CAISSON SEALING FACE AND CORROSION PROTECTION IN THE PORT OF DURBAN FOR A PERIOD OF THREE (3) MONTHS.

RFP NUMBER	: TNPA/2023/07/0010/36367/RFP
ISSUE DATE	: 28 NOVEMBER 2023
COMPULSORY BRIEFING	: 05 DECEMBER 2023
CLOSING DATE	: 16 JANUARY 2024
CLOSING TIME	: 10:00am
TENDER VALIDITY PERIOD	: 12 weeks from closing date

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Number	Heading
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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	For the repair of outer caisson sealing face and corrosion protection in the Port of Durban for a period of three (3) months.
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at B4/65 Drydock Complex, Entrance A, Bayhead Park, Durban, 4001 on the 05 December 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>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or 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>
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	<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>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>10:00am on 16 January 2024</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>

2. TENDER SUBMISSION

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

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

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

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

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



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

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

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;

- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-15, **[Breach of Law]** whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/07/0010/36367/RFP

DESCRIPTION OF THE WORKS: FOR THE REPAIR OF OUTER CAISSON SEALING FACE AND CORROSION PROTECTION IN THE PORT OF DURBAN FOR A PERIOD OF THREE (3) MONTHS.

Transnet urges its clients, suppliers and the general public

to report any fraud or corruption to

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

T1.2 TENDER DATA

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

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

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

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

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

Part C4: Site information		C4.1 Site information
C.1.4	The Employer's agent is:	Contract Specialist
	Name:	Hlengiwe Dlamini
	Address:	237 Mahatma Gandhi Road, Queens Warehouse, Durban
	E – mail	Hlengiwa.dlamini@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	<p>1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:</p> <p>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</p> <p>2. Stage Two - Eligibility in terms of the Construction Industry Development Board:</p> <p>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 6ME or higher class of construction work, are eligible to have their tenders evaluated.</p> <p>b) Joint Venture (JV)</p> <p>Joint ventures are eligible to submit tenders subject to the following:</p> <ol style="list-style-type: none">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; and3. 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 6ME 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 <p>The tenderer shall provide a certified copy of its signed joint venture agreement</p>

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

3. Stage Three - Functionality:

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

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

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

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

Tenderers are also **required to bring their 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:

- Name of Tenderer: **(insert company name)**
- Contact person and details: **(insert details)**
- The Tender Number:
- The Tender Description

Documents must be marked for the attention of:

Employer's Agent:

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

C.2.15 The closing time for submission of tender offers is:

Time: **10:00am on the 16 January 2024**

Location: The Transnet e-Tender Submission Portal:
<https://transnetetenders.azurewebsites.net>;

NO LATE TENDERS WILL BE ACCEPTED

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services. **Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, 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
T2.2-03 Previous Experience	<p>Criteria for construction of similar works as detailed in the Works Information with reference to:</p> <ol style="list-style-type: none"> 1. Proven industrial fabrication capability. 2. Proven industrial corrosion protection/coating capability. 3. Proven capability of modifications of structural works or similar to the caissons. 4. Proven capability in working in the marine environment. 5. Proven capability in scaffold erecting and working with heights. 	20	20
T2.2-04 Management & CVs of Key persons: Key Persons as follows:	<p>Project Manager</p> <p>Mechanical Engineer</p> <p>Number of Fitters with CVs and certificates (Heavy Industrial Equipment)</p> <p>Number of Certified welder/boilermakers with CVs and certificates</p> <p>Qualified Safety Officer registered with South African Institute of Occupational Safety and Health (SAIOSH or SACPCMP)</p>	<p>25</p> <p>25</p> <p>12.5</p> <p>25</p> <p>12.5</p>	40
T2.2-05 SHERQ Approach Paper	<p>Method Statement</p> <p>Risk Assessment</p>	<p>10</p> <p>10</p>	20
T2.2-06 Programme	Ability to execute the <i>works</i> in terms of the <i>Employer's</i> requirements and within		10

	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		
T2.2-07 Environmental Management	The tenderer shall provide a detailed Environment Management Plan (EMP) specific to the scope of the project. The EMP must identify the possible environmental impacts of the activity; and include measures to minimise, mitigate and manage these impacts.	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:

- T2.2-03 Previous Experience
- T2.2-04 Management & CVs of Key Persons
- T2.2-05 SHERQ Approach Paper
- T2.2-06 Programme
- T2.2-07 Environmental Management

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100 (linear scale, more suitable for NEC3, ECC (construction related procurement).

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

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

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

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

Thresholds	Minimum Threshold
Technical / functionality	60

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

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor (1 or 2)	5
30% Black women Owned entities	10
EME or QSE 51% Black Owned	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
30% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
EME or QSE 51% Black Owned	B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	80
B-BBEE Level of contributor (1 or 2) = 05 30% Black women Owned entities = 10 EME or QSE 51% Black Owned = 05	20
Total points for Price and Specific Goals must not exceed	100

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

C.3.13 Tender offers will only be accepted if:

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

justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account *inter alia*;

the tenderer:

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

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

T2.1 List of Returnable Documents

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

- T2.2-01 **Stage One as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting
- T2.2-02 **Stage Two as per CIDB: Eligibility Criteria Schedule** - CIDB Registration

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

- T2.2-03 **Evaluation Schedule:** Previous experience
- T2.2-04 **Evaluation Schedule:** Management and CVs of key personnel
- T2.2-05 **Evaluation Schedule:** SHERQ Approach Paper
- T2.2-06 **Evaluation Schedule :** Evaluation Schedule Programme
- T2.2-07 **Evaluation Schedule:** Environmental Management

2.1.3 Returnable Schedules:

General:

- T2.2-08 Record of addenda to tender documents
- T2.2-09 Authority to submit tender
- T2.2-10 Letter of Good Standing
- T2.2-11 Schedule of proposed Subcontractors

Agreement and Commitment by Tenderer:

- T2.2-12 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-13 Non-Disclosure Agreement
- T2.2-14 RFP Declaration Form
- T2.2-15 RFP – Breach of Law
- T2.2-16 Certificate of Acquaintance with Tender Document
- T2.2-17 Service Provider Integrity Pact
- T2.2-18 Supplier Code of Conduct
- T2.2-19 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-20 Insurance provided by the Contractor
- T2.2-21 Three (3) years audited financial statements

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

T2.2-01: 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:	B4/65 Drydock Complex, Entrance A, Bayhead Park, Durban, 4001	
On (date)	05 December 2023	Starting time: 10:00

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

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

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

- Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **6ME or Higher** class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
- the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **6ME or Higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
- and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

T2.2-03: Evaluation Schedule: Previous Experience

Note to tenderers:

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

- A list of past / current comparable projects.
- **Criteria for construction of similar works as detailed in the Works Information with reference to:**
 1. Proven industrial fabrication capability.
 2. Proven industrial corrosion protection/coating capability.
 3. Proven capability of modifications of structural works or similar to the caissons.
 4. Proven capability in working in the marine environment.
 5. Proven capability in scaffold erecting and working with heights.

Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

Score 20	Scoring
0	No similar projects submitted, i.e., the Tenderer failed to address the question / issue. Has not submitted the required information.
20	The Tenderer's previous experience presented has no relevance to the scope of this project and did not address any of the required categories. Tenderers generally have experience in one (1) project and 1 or more projects with 1 of the listed components relating to the scope of works. The tenderer has limited or poor evidence of previous experience.

40	<p>The Tenderer's previous experience presented has some relevance to the project but lacks detail i.e., Description of previous projects, value, and references. Tenderers generally have experience in two (2) projects and 1 or more projects with 2 of the listed components relating to scope of <i>works</i>.</p> <p>The tenderer lacks convincing evidence of knowledge of previous experience, specific to the <i>works</i>.</p>
60	<p>The Tenderer's previous experience presented demonstrates sufficient knowledge and experience to successfully execute this project scope. Tenderers generally have experience in three (3) projects and 1 or more projects with 3 of the listed components relating to the scope of <i>works</i>. The tenderer has reasonable and relevant previous experience to the requirements of the <i>works</i>.</p>
80	<p>The Tenderer's previous experience presented demonstrates a real understanding and substantial evidence of the ability meet the stated project requirements. Tenderers generally have experience in four (4) projects and 1 or more projects with 4 of the listed components relating to the scope of <i>works</i>. The tenderer has extensive previous experience in relation to the <i>works</i>.</p>
100	<p>The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all the categories as required. Tenderers generally have experience in more than five (5) projects and 1 or more projects with all listed component relating to the scope of <i>works</i>. The tenderer has comprehensive previous experience in projects of a similar nature.</p>



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/07/0010/36367/RFP

DESCRIPTION OF THE WORKS: FOR THE REPAIR OF OUTER CAISSON SEALING FACE AND CORROSION PROTECTION IN THE PORT OF DURBAN FOR A PERIOD OF THREE (3) MONTHS

T2.2-04: Evaluation Schedule - Management & CV's of Key Personnel

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

1. The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view, namely:
 - i. Relevant experience - Proven industrial fabrication and Port structural maintenance experience.
 - ii. The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the Scope of Works. Proof of education and training must be attached to the C.V.
2. Comprehensive CV's should be attached to this schedule:

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

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

List of Key Persons assigned to the above disciplines

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Project Manager with CV and certificate/s		
2	Mechanical Engineer with CV and certificate/s		
3	Number of Fitters with CV and certificate (Heavy Industrial Equipment)		



4	Number of Certified welder/boilermakers with CVs and certificate		
5	Safety Officer		

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

Criteria	Sub-Criteria	Scoring	Weighting Matrix	Overall, Weight 40
Project Managers with CV and Certificate/s (PrPCM/SACPCM) registered "	5-6 years of experience with 2-3 years after registration	10 years and more of experience with 5 years after registration	100	25
		7 years and more but less than 10 years of experience with 3-5 years after registration	80	
		5 years and more but less than 7 years of experience with 2-3 years after registration	60	
		3-4 years of experience with 1-2 years after registration	40	
		2 years of experience with 1 year after registration.	20	
		Less than 2 years of experience and without registration	0	
Mechanical Engineer with CV and Certificate/s ECSA (Pr Eng / Pr Tech Eng/Pr Cert Eng) registered.	5-6 years of experience with 2-3 years after registration	10 years and more of experience with 5 years after registration	100	25
		7 years and more but less than 10 years of experience with 3-5 years after registration	80	
		5 years and more but less than 7 years of experience with 2-3 years after registration	60	
		3-4 years of experience with 1-2 years after registration	40	
		2 years of experience with 1 year after registration.	20	
		Less than 2 years of experience and without registration	0	
" Number of Fitters with CVs and Certificate	6 or more Artisans with 3-5 years of	9 or more Artisans with 5 years or more of experience after Dept. of Labour	100	



(Heavy Industrial Equipment)"	experience after Dept. of Labour approved trade test	approved trade test		12.5
		7 to 8 Artisans with 5 years or more of experience after Dept. of Labour approved trade test	80	
		6 Artisans with 3-5 years of experience after Dept. of Labour approved trade test	60	
		5 Artisans with 3-5 years of experience after Dept. of Labour approved trade test	40	
		4 Artisans with 3-5 years of experience after Dept. of Labour approved trade test	20	
		Less than 4 Artisans with 3-5 years' experience or non-submission	0	
Number of Certified welder/boilermakers with CVs and certificate.	6 or more Artisans with 3-5 years of experience after Dept. of Labour approved trade test	9 or more Artisans with 5 years or more of experience after Dept. of Labour approved trade test	100	25
		7 to 8 Artisans with 5 years or more of experience after Dept. of Labour approved trade test	80	
		6 Artisans with 3-5 years of experience after Dept. of Labour approved trade test	60	
		5 Artisans with 3-5 years of experience after Dept. of Labour approved trade test	40	
		4 Artisans with 3-5 years of experience after Dept. of Labour approved trade test	20	
		Less than 4 Artisans with 3-5 years' experience or non-submission	0	
Qualified Safety Officer registered with South African Institute of Occupational Safety and Health (SAIOSH or. SACPCMP)	5-6 years of experience with 2-3 years after registration	10 years and more of experience with 5 years after registration	100	12.5
		7 years and more but less than 10 years of experience with 3-5 years after registration	80	
		5 years and more but less than 7 years of experience with 2-3 years after registration	60	
		3-4 years of experience with 1-2 years after registration	40	
		2 years of experience with 1 year after registration.	20	
		Less than 2 years of experience and without registration	0	



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/07/0010/36367/RFP

DESCRIPTION OF THE WORKS: FOR THE REPAIR OF OUTER CAISSON SEALING FACE AND CORROSION PROTECTION IN THE PORT OF DURBAN FOR A PERIOD OF THREE (3) MONTHS

Index of documentation attached to this schedule:

-
-
-
-

T2.2-05: Evaluation Schedule - SHERQ Approach Paper

The Tenderer to submit an approach paper which responds to the *works* and outlines the proposed approach / methodology (See table on scoring of the approach paper).

The SHERQ Approach Paper should cover:

- Project method statement proposal follows logical and sequential order in accordance with the submitted project schedule/programme.
- Mobilisation Plan
- Equipment installation plan.
- Risk Assessment.

Tenderers to note that the approach paper should not be more than 15 pages.

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

The scoring of the approach paper will be as follows:

Elements:		Approach is clearly articulated and based on the Works Information	Demonstrates a clear understanding of the project objectives
Weight	Points	5	5
	Score	10	
1. Method Statement The Tenderer shall submit a comprehensive safety work Method Statement specific to the scope of the Project for the following elements: 1. Inspection of the Caisson structure 2. Floating in and floating out of caisson gates (Commissioning and decommissioning of caisson gates) 3. Removal, Fabrication and installation of all bracing and strengthening. 4. Erection and installation of all Plants and Materials 5. Repairing the sealing faces of outer caisson. 6. Replacing the wood linings and rubber sealing of the outer caisson 7. Pressure washing of the outer caisson in preparation of applying corrosion/surface protection. 8. Application of corrosion protection	0 0= No response or submission, or the applicable document was not submitted 20 20= Tenderer has submitted < four (4) elements of work method statement. 40 40= Tenderer has submitted five (5) elements of work method statement. 60 60= Tenderer has submitted six (6) elements of work method statement. 80 80= Tenderer has submitted seven (7) elements of work method statement. 100 100= Tenderer has submitted eight (8) elements of work method statement.	0= No response or submission, or the applicable document was not submitted 20= Tenderer has submitted < four (4) elements of work method statement. 40= Tenderer has submitted five (5) elements of work method statement. 60= Tenderer has submitted six (6) elements of work method statement. 80= Tenderer has submitted seven (7) elements of work method statement. 100= Tenderer has submitted eight (8) elements of work method statement.	

Elements:		Approach is clearly articulated and based on the Works Information	Demonstrates a clear understanding of the project objectives
Weight	Points	5	5
	Score	10	
2. Risk Assessment Tenderer shall submit a detailed Safety Health and Environment (SHE) Risk Assessment specific to the scope of the project with mitigation measures and risk matrix for the following elements: 1. Covid-19 Risk Register 2. Working in height (include Fall protection plan) 3. Storage and use of chemicals (include MSDS) 4. Cleaning risks 5. Dust 6. Exposure to grit sandblast 7. Waste management (oils and contaminants, scrap and rubble) 8. Use of hand tools 9. Use of electrical equipment 10. General lifting and carrying 11. Handling of sharp objects 12. Moving machinery 13. Use of scaffold 14. Welding 15. Rigging	0 0= No response or submission, or the applicable document was not submitted 20 20= Tenderer has submitted < six (6) elements of risk assessment. 40 40= Tenderer has submitted \geq six (6) and < twelve (12) elements of risk assessment. 60 60= Tenderer has submitted \geq twelve (12) and < eighteen (18) elements of risk assessment. 80 80= Tenderer has submitted \geq eighteen (18) and < twenty-two (22) elements of risk assessment. 100 100= Tenderer has submitted twenty-two (22) elements of risk assessment.	0= No response or submission, or the applicable document was not submitted 20= Tenderer has submitted < six (6) elements of risk assessment. 40= Tenderer has submitted \geq six (6) and < twelve (12) elements of risk assessment. 60= Tenderer has submitted \geq twelve (12) and < eighteen (18) elements of risk assessment. 80= Tenderer has submitted \geq eighteen (18) and < twenty-two (22) elements of risk assessment. 100= Tenderer has submitted twenty-two (22) elements of risk assessment.	0= No response or submission, or the applicable document was not submitted 20= Tenderer has submitted < six (6) elements of risk assessment. 40= Tenderer has submitted \geq six (6) and < twelve (12) elements of risk assessment. 60= Tenderer has submitted \geq twelve (12) and < eighteen (18) elements of risk assessment. 80= Tenderer has submitted \geq eighteen (18) and < twenty-two (22) elements of risk assessment. 100= Tenderer has submitted twenty-two (22) elements of risk assessment.

<ul style="list-style-type: none">16. Drilling17. Hot work (include hot work permit)18. Loading and offloading manually19. Exposure to live electricity20. Slips, trips and falls21. Emergency preparedness and response22. Incident Reporting and investigations (include templates)		
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T2.2-06: Evaluation Schedule: Programme

Note to tenderers:

Programme

The Tenderer details the proposed programme below or refers 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 level 4 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. 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.2.2-05. 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:

Score 10 Points	Evaluation Criteria				
	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 to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.	Dates when the <i>Contractor will</i> 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. In addition, the Programme must clearly demonstrate adequate provision for the review and acceptance process associated with	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 –	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.2.2-07. 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

		<p>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>			Programme.

Score	The Tenderer has submitted no information to determine a score.	The Tenderer has submitted no information to determine a score.	The Tenderer has submitted no information to determine a score.	The Tenderer has submitted no information to determine a score.	The Tenderer has submitted no information to determine a score.
Score 0	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.	<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 less than half of the six date requirements and the 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">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

					<p>stipulated.</p> <ul style="list-style-type: none">▪ No alignment between basis of schedule documentation and the programme.
Score 40	<p>The Programme must be in Microsoft Project/ Primavera software.</p> <p>The programme is generic, not practical, and unrealistic, therefore is unlikely to satisfy project objectives or <i>Employer's</i> 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</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 4 (four) of the date requirements however, the submission still has critical logic and sequencing errors which renders it unrealistic /unachievable.	<p>The tenderer has demonstrated inadequate provision for Time Risk Allowance (TRA) i.e., TRA is insufficient and not 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">▪ 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

	project.				minimum requirements as stipulated. <ul style="list-style-type: none">▪ No alignment between basis of schedule documentation and the programme.
Score 60	<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	<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 5 (five) of correctly and submission contains logic and sequencing which is accurate and renders the submission realistic and achievable.	<p>The tenderer has demonstrated adequate provision for Time Risk Allowance (TRA) i.e., TRA is sufficient and is 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">▪ 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

	<p>element scope as detailed but not limited to the Works Information and Engineering Specification;</p> <ul style="list-style-type: none">▪ 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)▪ The programme/WBS element complies with some but not all the stipulations of NEC ECC Clause 31.2.			<p>substantiated.</p> <ul style="list-style-type: none">▪ 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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	<ul style="list-style-type: none">The programme/WBS element adequately demonstrates the sequence, methodology, resource allocations, and underlying approach to provision of the <i>works</i>, 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 <i>works</i>.				
Score 80	<ul style="list-style-type: none">The Programme must be in Microsoft Project/ Primavera software.	<ul style="list-style-type: none">The tenderer has adequately addressed all access	<ul style="list-style-type: none">The tenderer has addressed all 6 (six) of the date	<p>The tenderer has demonstrated more than adequate</p>	<ul style="list-style-type: none">Programme and approach paper are fully aligned,

	<ul style="list-style-type: none">▪ 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 transparent in the demonstration of its basis;▪ The programme/WBS element in question is predictive in that it provides meaningful critical path/s	<ul style="list-style-type: none">▪ requirements.▪ The tenderer has allowed sufficient timing for approval processes for SHEQ documentation.	<ul style="list-style-type: none">▪ requirements correctly and submission contains logic and sequencing which is accurate and renders the submission realistic and achievable.	<ul style="list-style-type: none">▪ provision for Time Risk Allowance (TRA) i.e., TRA is sufficiently detailed and assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty.▪ The basis of schedule documentation contains sufficient detail, no critical errors, or omissions and as such fully supports the programme model.▪ Submission contains the minimum requirements as stipulated.▪ Basis of schedule documentation and the
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	<p>and an accurate/realistic model of project risk, the latter as demonstrated in activity duration estimates;</p> <ul style="list-style-type: none">▪ 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				programme are fully aligned.
--	---	--	--	--	------------------------------

	<p>approach to provision of the <i>works</i>, in line with the requirements of the Works Information and Engineering Specification, as such adequately deals with the critical characteristics of overall project execution.</p>				
Score 100	<p>Besides meeting the above "80" rating, the important issues are approached in an innovative and efficient way.</p>	<p>Besides meeting the above "80" rating, the important issues are approached in an innovative and efficient way.</p>	<p>The tenderer has addressed all 6 (six) of the date requirements correctly, besides meeting the above "80" rating, the important issues are approached in an innovative and efficient way.</p>	<p>The tenderer has demonstrated substantial provision for Time Risk Allowance (TRA) i.e., TRA in extremely detailed quantities, correctly assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty.</p>	<p>Besides meeting the above "80" rating, the important issues are approached in an innovative and efficient way.</p>

T2.2-07: Evaluation Schedule: Environmental Management

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

- Transnet National Ports Authority standard environmental specification for construction and maintenance works in the Port of Durban.
- Port of Durban EMP Guidelines.
- The tenderer shall provide a detailed Environment Management Plan (EMP) specific to the scope of the project.

The EMP must identify the possible environmental impacts of the proposed activity; and include measures to minimise, mitigate and manage these impacts.

The EMP must include but not limited to the following sections.

1. Dust Management.
2. Noise control.
3. Management of hazardous chemical and flammable substances.
4. Pollution control and spill response.
5. Waste Management.
6. Environmental education and awareness.
7. Housekeeping.
8. Environmental Laws and Regulations relevant to the project.
9. Protection of the fauna and flora.
10. Management responsibilities.
11. Protection of sensitive/ no-go areas.
12. Monitoring and reporting.
13. The EMP must include an environmental policy signed by Top Management which, as a minimum:
 - Is appropriate given the purpose and context of the tenderer's business,
 - Includes a commitment to fulfil the tenderer's environmental compliance (legal) obligations.
 - Includes a commitment to the protection of the environment, including prevention of pollution.
 - Provides framework for setting environmental objectives; and
 - Includes a commitment to continual improvement of their EMS;

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

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

Points	10
Score 0	0= Environmental Management Plan (EMP) for the proposed activities not submitted
Score 20	20= Tenderer has submitted an EMP with five (5) or less key elements met.
Score 40	40= Tenderer has submitted an EMP with Six (6) key elements met.
Score 60	60= Tenderer has submitted an EMP with seven (7) to (8) key elements met.
Score 80	80= Tenderer has submitted an EMP with nine (9) to eleven (11) key elements met.
Score 100	100= Tenderer has submitted an EMP with twelve (12) to thirteen (13) key elements met.

T2.2-08: Record of Addenda to Tender Documents

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

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

T2.2-09: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

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

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms _____, an authorised signatory of the company

_____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract _____

_____ and any contract resulting from it on our behalf.

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

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

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

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

T2.2-10 Letter/s of Good Standing with the Workmen's Compensation Fund

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

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

Name of Company/Members of Joint Venture:

T2.2-11: Schedule of Proposed Subcontractors

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

Note to tenderers:

- In terms of PPPFA Regulation 6 (5), A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- In terms of PPPFA Regulation 12 (3), A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

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

Provide information of the Sub-contractors below:

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

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

% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>					

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

T2.2-12: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

Signed

Date

Name

Position

Enterprise
name

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Preference points for this bid shall be awarded for:
 - (a) Price;
 - (b) B-BBEE Status Level of Contribution; and
 - (c) Any other specific goal determined in the Transnet preferential procurement policy
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE Level of contributor (1 or 2) = 5	
30% Black women Owned entities = 10	20
EME or QSE 51% Black Owned = 5	
Total points for Price and B-BBEE must not exceed	100

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status contributor	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate

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

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

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

	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 20 points)

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....

- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE.

(Tick applicable box)

YES NO

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

COMPANY CLASSIFICATION

□ Manufacturer

Supplier

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICATOR BOX]

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

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

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

WITNESSES

1.
2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

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

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are

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

suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

T2.2-13 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

.....
.....

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

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [RFI] Request for Proposal [RFP] or Request for Quotation [RFQ], 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



TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2023/07/0010/36367/RFP

DESCRIPTION OF THE WORKS: FOR THE REPAIR OF OUTER CAISSON SEALING FACE AND CORROSION PROTECTION IN THE PORT OF DURBAN FOR A PERIOD OF THREE (3) MONTHS

T2.2-14: TENDER 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:



TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2023/07/0010/36367/RFP

DESCRIPTION OF THE WORKS: FOR THE REPAIR OF OUTER CAISSON SEALING FACE AND CORROSION PROTECTION IN THE PORT OF DURBAN FOR A PERIOD OF THREE (3) MONTHS

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

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

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

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

TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2023/07/0010/36367/RFP

DESCRIPTION OF THE WORKS: FOR THE REPAIR OF OUTER CAISSON SEALING FACE AND CORROSION PROTECTION IN THE PORT OF DURBAN FOR A PERIOD OF THREE (3) MONTHS



IMPORTANT NOTICE TO RESPONDENTS

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

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

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20_____

SIGNATURE OF TENDERER

T2.2-16: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this TENDER relates.

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

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-17 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering

process, Tender evaluation, contracting or implementation process related to any contract.

- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during

any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:

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

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

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

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

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

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

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

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

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

a) Human Rights

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

b) Labour

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

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of

section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No

Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.

- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
 - a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;

- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

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

6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

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

7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/

Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

8 SANCTIONS FOR VIOLATIONS

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

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

9 CONFLICTS OF INTEREST

9.1 A conflict of interest includes, *inter alia*, a situation in which:

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

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

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

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

9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/

member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:

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

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

10 DISPUTE RESOLUTION

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

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

11 GENERAL

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

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

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

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

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

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

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

Signature

Date

T2.2-18 : Supplier Code of Conduct

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

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

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

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

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

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

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

- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
- Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

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

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

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

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

Conflicts of Interest

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

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

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

I, _____ of _____

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

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

Signed this _____ on _____ day _____ at _____

Signature

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

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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



from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

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

.....

(Operator)

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

AS WITNESSES:

1. Name: _____	Signature: _____
2. Name: _____	Signature: _____

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

Clause 83.1 in NEC3 Term Service 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 83.1 of the TSC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000/R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

T2.2-21: 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:

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

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:

For the repair of outer caisson sealing face and corrosion protection in the Port of Durban for a period of three (3) months.

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

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

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

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Tenderer's CIDB registration number:

Date

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(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
Name & signature of witness	
Date	



C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	B: Priced contract with bill of quantities
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option and secondary Options	W1: Dispute resolution procedure
		X2: Changes in the law
		X7: Delay damages
		X16: Retention
		X18: Limitation of liability
		Z: Additional conditions of contract
	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 SOC Ltd (Registration No. 1990/000900/30) trading through its operating division Transnet National Ports Authority 237 Queens Warehouse Building Durban, 4001
10.1 The <i>Project Manager</i> is: (Name)	TBA
Address	Transnet SOC Ltd Transnet National Ports Authority B4/65 Drydock Complex, Entrance A, Bayhead Park, Port of Durban 4001
Tel	TBA
e-mail	TBA
10.1 The <i>Supervisor</i> is: (Name)	TBA
Address	Transnet SOC Ltd Transnet National Ports Authority B4/65 Drydock Complex, Entrance A, Bayhead Park, Port of Durban 4001
Tel No.	TBA
e-mail	TBA
11.2 (1) The accepted Programme	The accepted Programme is the programme identified in the Contract Data or is the latest programme accepted by the <i>Project Manager</i>. The latest programme accepted by the <i>Project Manager</i> supersedes previous accepted programmes.



11.2(13)	The <i>works</i> are	Repair of outer caisson sealing face and corrosion protection in the Port of Durban for a period of three (3) months.		
11.2(14)	The following matters will be included in the Risk Register	Working in an operational area		
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	One (1) week		
2	The <i>Contractor's responsibilities</i>	main	No additional data is required for this section of the <i>conditions of contract</i>.	
3	Time			
11.2(3)	The <i>completion date</i> for the whole <i>works</i> is	31 May 2024		
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met key date		
		1 Outer Caisson removal from Position	TBA	
		2 Removal of inner Caisson to outer Caisson position	TBA	
		3 Docking of outer Caisson	TBA	
30.1	The <i>access dates</i> are	Part of the Site	Date	
		Whole of the site	Start Date	
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	One (1) week of the Contract Date.		
31.2	The <i>starting date</i> is	01 March 2024		

32.2 The *Contractor* submits revised programmes at intervals no **Two (2) weeks**. longer than

35.1 The *Employer* is not willing to take over the *works* before the Completion Date.

4 Testing and Defects

42.2 The *defects date* is **Fifty-two (52) weeks after Completion of the whole of the *works*.**

43.2 The *defect correction period* is **Two (2) weeks**

5 Payment

50.1 The *assessment interval* is **25th (twenty fifth) day of each successive monthly** on the

51.1 The *currency of this contract* is **South African Rand**. the

51.2 The period within which payments are made is **Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.**

51.4 The *interest rate* is **The prime lending rate of Rand Merchant Bank (RMB) of South Africa.**

6 Compensation events

60.1(13) The *weather measurements* to be recorded for each calendar month **the cumulative rainfall (mm)** are,

the number of days with rainfall more than 10 mm

the number of days with minimum air temperature less than 0 degrees Celsius

the number of days with snow lying at 08:00 hours South African Time

and these measurements: N/A

The place where weather is to be recorded (on the Site) is: **The *Contractor's Site establishment area***

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:

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> None risks	
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 <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.
	The <i>Contractor</i> provides these additional Insurances	1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected



- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
- 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R10 000 000.**
- 5 Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement**
- 6 Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R20,000,000**

7 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the Employer. The Contractor shall arrange with the insurer to submit to the Project Manager the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the Contractor.

84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the 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 <i>conditions of contract</i>.
10	Data for main Option clause	
B	Priced contract with Bill of Quantities	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.



11 Data for Option W1

W1.1 The *Adjudicator* is **Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the *Adjudicator*, the Chairman of the Association of Arbitrators will appoint an *Adjudicator*.**

W1.2(3) The *Adjudicator nominating body* is: **The Chairman of the Association of Arbitrators (Southern Africa)**

If no *Adjudicator nominating body* is entered, it is: **the Association of Arbitrators (Southern Africa)**

W1.4(2) The *tribunal* is: **Arbitration**

W1.4(5) The *arbitration procedure* is **The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)**

The place where arbitration is to be held is **Durban, KwaZulu Natal, South Africa**

The person or organisation who will choose an arbitrator **The Chairperson of the Association of Arbitrators (Southern Africa)**

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

12 Data for secondary Option clauses

X2 Changes in the law **No additional data is required for this Option**

X7 Delay damages

X7.1 Delay damages for Completion of **R10 000.00 per day** the whole of the *works* are

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

Z Additional conditions of contract are:

**Z3 Additional clauses relating to
Joint Venture**

Z3.1

Insert the additional core clause 27.5

27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.

The Joint Venture agreement shall contain but not be limited to the following:

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

constituents to provide the Works.

- **Financial requirements for the Joint Venture:**

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

Z3.2

Insert additional core clause 27.6

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

Z4 Additional obligations in respect of Termination

Z4.1

The following will be included under core clause 91.1:

In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and

Under the second main bullet, insert the following additional bullets after the last sub-bullet:

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



Z4.2 Termination Table

The following will be included under core clause 90.2 Termination Table as follows:

Amend “A reason other than R1 – R21” to “A reason other than R1 – R23”

Z4.3

Amend “R1 – R15 or R18” to “R1 – R15, R18, R22 or R23.”

Z5 Right Reserved by the *Employer* to Conduct Vetting through SSA

Z5.1

The *Employer* reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any *Contractor* who has access to National Key Points for the following without limitations:

- 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.**
- 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.**
- 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.**



**Z6 Additional Clause Relating to
Collusion in the Construction
Industry**

Z6.1

The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.



C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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

	Experience:			
		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
B	Priced contract with bill of quantities	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	Rate
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate

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

PART 2: PRICING DATA

Document reference	Title: Repair of Outer Caisson Sealing And Corrosion Protection	No of pages
C2.1	Pricing instructions	2 – 5
C2.2	The <i>bill of quantities</i>	6 – 7

C2.1 Pricing instructions:

The *conditions of contract*

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

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 and 2013 (ECC) Option B states:

Identified 11

and defined terms

11.2

(21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.

(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.

(28) The Price for Work Done to Date is the total of

- the quantity of the work which the *Contractor* has completed for each item in the Bill of Quantities multiplied by the rate and
- a proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed.

Completed work is work without Defects which would either delay or be covered by immediately following work.

(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

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

1.2. Function of the Bill of Quantities

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

1.3. Guidance before pricing and measuring

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

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

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

Amendments to standard method of measurement clauses and project specification pricing instruction

Section 2

1 Detailed Design of steelwork, Grade S355JR to EN 10025-2, including cleats, end and capping plates, stiffeners, gussets, and the like, of welded and bolted sections including the erection bolts.

The sum shall cover the cost of personnel to undertake Detailed, on-site visual and physical inspection and testing of all caisson compartments (internally and externally), drive house system including all miscellaneous items. The sum should also cover the cost of equipment and personnel to undertake the testing of all caisson components as well as reporting of results and data to the project manager and or supervisor.

2 Greenheart Timber

The sum shall cover the cost of personnel to undertake and submit the Design of modification of new sealing faces retaining steelwork and modified keel to accommodate new Greenheart Timber seal faces. The sum should also cover the cost of equipment, software and personnel to undertake reporting and documentation of drawings hard copies, soft copies and data to the project manager and or supervisor.

3 General and Miscellaneous

The sum shall cover the cost of personnel to undertake and submit the Design of bilge system including all General and Miscellaneous items required. The sum should also cover the cost of equipment, software and personnel to undertake reporting and documentation of drawings hard copies, soft copies and data to the project manager and or supervisor.

4 Construction Supervision, Commissioning, Testing and Handover

The sum shall cover the cost of personnel to undertake Construction Supervision, Commissioning, Testing and Handover. The sum should also cover the cost of equipment and personnel to undertake the testing of all caisson components as well as reporting of results and data to the project manager and or supervisor

Section 3

1 Preliminaries

- a) Sum shall cover for the cost of contractual, or other special legal costs that are incurred in the completion of the indicated works, surety costs include costs of guarantee or promise of assurance of works to be completed through a legally binding contractual guarantee, this is also inclusive of the 5 year protection guarantee required of the tenderer to submit after the completion of corrosion protection works, insurance costs cover any insurance obligation issued as an additional cost to administer the required scope of work.
- b) Sum shall cover for the cost that is inclusive of all health and safety related costs incurred in compliance with related requirements in the undertaking of the works onsite.
- c) Sum shall cover for the cost of establishing onsite facilities.
- d) Sum shall cover for the de-establishment of site facilities.

2 Demolition, Supply, Fabrication, Delivery, Erection, Testing, Commissioning and Handover of steelwork, Grade S355JR to EN 10025-2, including fabrication of: cleats, end and capping plates, stiffeners, gussets, and the like, of welded and bolted sections including the erection bolts.

2.1(a -b) Inspection of Existing Structures

The days shall cover the cost of personnel to undertake Detailed, on-site visual and physical inspection and testing of all caisson compartments (internally and externally), drive house system including all miscellaneous items. The days should also cover the cost of equipment and personnel to undertake the works of all caisson components as well as reporting of results and data to the project manager and or supervisor.

2.2Temporary Bracing

The kg shall cover the cost of material and personnel to undertake to

- a) Supply and Installation of all temporary bracing steelwork required to maintain squareness and prevent distortion of the recovered steel structures
- b) On completion, demolition of all temporary bracing steelwork utilised for recovered steel structures.
- c) The kg should also cover the cost of equipment, and personnel to Supply and Installation.

2.3 A-Deck Walkway Structure

The kg shall cover the cost of material and personnel to undertake Demolition, Supply and Installation of A- Deck walkway structures. The kg should also cover the cost of equipment, and personnel to Supply and Installation.

2.4 Caisson Trunks and Roller Plate

The kg shall cover the cost of material and personnel to undertake Demolition, Supply and Installation of Caisson Trunks and Roller Plate and accessories. The kg should also cover the cost of equipment, and personnel to Supply and Installation.

3 Greenheart Timber

The kg shall cover the cost of material and personnel to undertake

- a) Installation and modification of new sealing face retaining steelwork and modified keel to accommodate new Greenheart Timber seal faces.
- b) Supply and Installation of new rubber gaskets, wood to metal sealing products (approved by the Engineer) and fixing and securing elements
- c) Supply and Installation of new rubber gaskets, wood to metal sealing products and fixing and securing elements

The kg should also cover the cost of equipment, and personnel to Supply and Installations

4 General and Miscellaneous

The kg shall cover the cost of material and personnel to undertake Supply and Installations of bilge system including all General and Miscellaneous items required. The kg should also cover the cost of equipment, and personnel to Supply and Installations.

5 Painting of Steelwork Comprising factory priming, transport damage touch up and final site coats

The m² shall cover the cost of material and personnel to undertake all steel surfaces, a 5year supplier guaranteed, corrosion protection system and grit/water blasting and high pressure washing and cleaning. The m² should also cover the cost of equipment, and personnel to Supply and Installations.

6 Drive houses infrastructure complete with electrical, mechanical and control systems

The sum shall cover the cost of components, material and personnel to undertake the Supply and Installation of drive houses infrastructure complete with electrical, mechanical and control systems. The sum should also cover the cost of equipment to Supply and Installations.

7 Construction Supervision, Commissioning, Testing and Handover

The sum shall cover the cost of personnel to undertake Construction Supervision, Commissioning, Testing and Handover. The sum should also cover the cost of equipment and personnel to undertake the testing of all caisson components as well as reporting of results and data to the project manager and or supervisor

Bill of Quantities

<u>ITEM NO</u>	<u>PAYMENT</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>RATE</u>	<u>AMOUNT</u>
1	-	Preliminaries	-	-	-	-
1.1	-	Fixed Items	-	-	-	-
	a)	Contractual requirements, sureties, insurances, etc	sum	1		
	b)	Health and safety	sum	1		
	c)	Establishment	sum	1		
	d)	De-establishment	sum	1		
1.2	-	Time Related Item(s)				
	a)	Supervision	sum	1		
			-	-		
2		Supply, Fabrication, Delivery, Testing, Commissioning & Handover of steelwork, Grade S355JR to EN 10025-2,				
2.1		Inspection of Existing Structures				
	a)	Detailed, on-site visual and physical inspection and testing of all caisson compartments (internally and externally), drive house system including all miscellaneous items in order that the Contractor may identify any undiscovered damaged steel or ancillary equipment. This shall be followed by the preparation of an damaged or wasted steel and equipment condition assessment report supplied to the Engineer for approval	Days	5		

	b)	On approval by the Engineer of the inspection report (a), prepare and submit a repairs' dossier for the Engineer's approval. The report shall conform to all requirements as stated in Part C3 - Works Information (repair proposals, repair drawings / sketches, BOQ's, welding and other associated engineering / fabrication procedures and specifications, method statements, QCP's, and rigging studies for all items identified by the Contractor) The Contractor shall update the project schedule to accommodate these repair works, with the updated schedule submitted at the same time as the repair's dossier	Days	7		
2.2		Greenheart Timber				
	a)	Supply and Installation and modification of new sealing face retaining steelwork and modified keel to accommodate new Greenheart Timber seal faces	KG	16000		
	b)	Machine to size, drill to holes and Installation of greenheart timber; supplied free issue by Client but not to final size or shape and undrilled to the Contractor. Contractor to undertake all necessary cutting, shaping and drilling activities	KG	85000		
	c)	Supply and Installation of new rubber gaskets, wood to metal sealing products (approved by the Engineer) and fixing and securing elements	Sum	1		
3		General and Miscellaneous				
3.1		Welding				
	a)	Seal welding of all existing internal and external rivet heads and tails as required to negate corrosion throughout the caisson structure	KG	2000		
3.2		Painting of Steelwork Comprising factory priming, transport damage touch up and final site coats				
	a)	To all steel surfaces, a 5year supplier guaranteed, AIA and Engineer approved marine grade corrosion protection system and grit/water blasting and high pressure washing and cleaning conforming to TNPA approved specifications and the specification included herein	M2	9500		

TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2023/07/0010/36367/RFP



DESCRIPTION OF THE WORKS: FOR THE REPAIR OF OUTER CAISSON SEALING FACE AND CORROSION PROTECTION IN THE PORT OF DURBAN FOR A PERIOD OF THREE (3) MONTHS

4	Commissioning, Testing and Handover	Sum	1	
	Total excl. VAT			
	VAT at 15%			
	Total Incl. VAT, to be carried to Form of Offer			

PART C3: SCOPE OF WORK

Document reference	REPAIR OF OUTER CAISSON SEALING FACE AND CORROSION PROTECTION	No of page
	This cover page	1
C3.1	<i>Employer's Works Information (Port of Durban)</i>	3-25
C3.2	<i>Contractor's Works</i>	26-54
	Total number of pages	54

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PART C3: SCOPE OF WORK

SECTION 1

1 DESCRIPTION OF THE WORKS

1.1 Executive overview

The Dry dock complex is located at the Port of Durban, Bayhead Precinct. This scope of work covers the requirements of Transnet National Ports Authority for maintenance work to be carried on the outer caisson in the form of corrosion protection and repairing the sealing faces which includes replacing of wood linings, and rubber sealing.

Note: Only *Contractors* who can demonstrate sufficient recent experience in refurbishing heavy industrial or maritime structures will be considered acceptable for executing this work. The *Contractor* shall supply sufficient experiential information and references with the tender to enable the Employer to determine their level of experience.

1.2 Employer's objectives

The Employer, Transnet National Ports Authority, requires the *Works*, comprising the complete repairing of the sealing faces, replacing of the wood linings, and rubber sealing.

Note: The dry dock is an operational environment requiring the *Works* to be planned and executed in a manner which results in minimal operational disruption and this requirement is a primary concern of the Employer.

It is envisioned that this project shall be rolled out not limited to as follows:

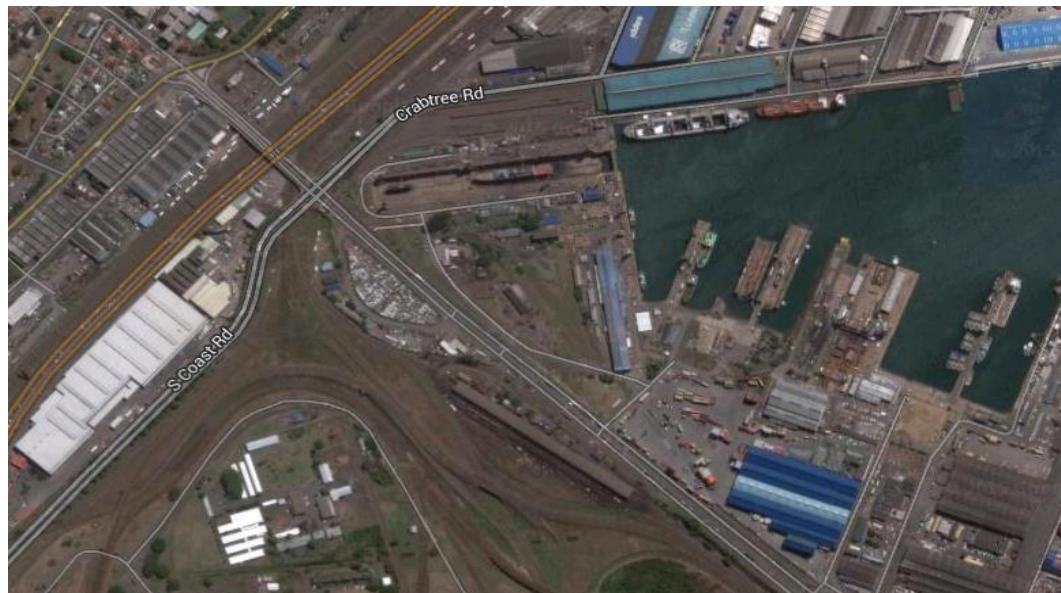
- Repairing the sealing faces of outer caisson.
- Replacing the wood linings and rubber sealing of the outer caisson
- Pressure washing of the outer caisson in preparation of applying corrosion/surface protection.

- Application of corrosion protection as per prescribed standards within this document.

And any other work arising out of or incidental to the above or required of the Contractor for the proper completion of the Works in accordance with the true meaning and intent of the contract document.

1.3 Location of *Works*

All *Works* are located at the Durban dry dock, shown in the following diagram:



1.4 Access to the *Works*

Access to the *Works* will be via existing public road net*Works*, the main access point situated along Bayhead Road.

Access will be subject to the Employer's security and SHREQ requirements and regulations. Due allowance must be made for any potential delays arising from vehicular congestion due to the large number of trucks that use Bayhead Road.

1.5 Interpretation and terminology

The following abbreviations are used in this *Works* Information:

Abbreviation	Meaning given to the abbreviation
CA	Contract Administrator
CQA/QCM	<i>Contractor's</i> Quality Assurance/Quality Control Manager
CDR	<i>Contractor</i> Documentation Register
CDS	<i>Contractor</i> Documentation Schedule
CSHEO	<i>Contractor's</i> Safety Health and Environmental Officer
CHSMP	<i>Contractor's</i> Health and Safety Management Plan
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
ProjM	Project Manager
ProjEM	Project Environmental Manager
ProjEO	Project Environmental Officer
QA	Quality Assurance
SANS	South African National Standards
SES	Standard Environmental Specification
SHE	Safety, Health and Environment

Where in these documents the words TNPA is used, read "TRANSNET NATIONAL PORTS AUTHORITY".

Where in these documents the words or expression "Engineer" or "engineer" is used, read "Project Manager" or "Supervisor" as the context requires.

2 ENGINEERING AND *CONTRACTORS' DESIGN*

2.1 Employer's design

The Employer supplies the following:

- *Works* Information
- Technical specifications or reference thereto
- Engineering Drawings appended herewith
- Bills of Quantities

The following "Transnet General Specifications" are applicable:

Hydraulic Equipment	EEAM-Q-002
Structural Steelwork	EEAM-Q-006
Compressed Air Systems	EEAM-Q-007
Corrosion Protection	EEAM-Q-008

The following "Material Specification" is applicable:

- S235J2W or S235JOW (...J2W preferred)

The following "Welding Consumable Specifications" are applicable:

- Electrodes: BOEHLER E7018L
- MIG Wire: BOEHLER SG2 / BOEHLER EMK 6
- Flux Core: BOEHLER TI 46-FD

The following "Corrosion Protection Specifications" are applicable:

- Jotun 60 month Corrosion Protection Specification

2.2 Parts of the *Works* which the *Contractor* is to design

The *Contractor* provides the following:

- Engineering repair/fabrication packs for the *Works* which shall include as a minimum:

- Individual repair proposals
- Repair/fabrication drawings for the *Works*
- All associated approved welding procedures
- Detailed Quality Control Plans
- Relevant specifications for *Works* conformance
- Detailed Bills of Quantities

The *Contractors* obligations as contained in this document shall be deemed to cover the following items:

- The project scope shall include the erection of all Plant and Materials as required for completing the *Works*. The *Contractor* shall supply all necessary manpower, labour, supervision, materials, services and testing devices for all aspects of this project as indicated hereunder and the *Contractors* quoted amount for the *Works* shall be deemed to cover all cost and expense thereof;
- Project Management of the complete scope of work including planning, scheduling and reporting verbally to the Engineer on a daily basis. Weekly written progress reports shall be issued to the Engineer for approval;
- Implementation of an appropriate quality system including stringent quality control for all Plant and Materials stipulated in this document;
- Submission of a quality control plan (in accordance with ISO 9000) and conforming to requirements as contained in this document;
- Submission of an detailed erection programme for all Plant and Materials to be supplied by Others;
- The *Contractor* shall allow for any relevant information gathering exercises e.g. sample extraction and testing, dimensions, layouts, access routes, review surrounding structures, identify rigging points, checking, etc., to ensure that all Plant and Materials shall be erected in accordance with all the TNPA specifications and requirements;
- Selection of appropriate codes of practice, standards and specifications applicable to the *Works*;

- Remove, replace, modify, reinstall and make good all existing equipment, Plant and Materials as required to facilitate the Erection of all new Plant and Materials. This shall also include all piping, valves, steel members and sheeting elements;
- Supply, installation, statutory compliance to relevant Codes and Standards and safe storage of all Plant, Equipment and Materials required to completely negate the detrimental effects to construction progress resulting directly or indirectly from loss of electrical power on site;
- Installation of all chemical anchors, bolts, fasteners, washers, nuts, clamps, brackets, fixing and securing elements as required;
- All specialized equipment, tools, brackets, supports, packers, shims, etc., necessary to complete the *Works* in accordance with manufacturer's specifications, appropriate codes and the Project Standards;
- Supply of all construction lighting and associated support structures, access platforms, etc. as required for the successful Erection of all Plant and Materials;
- The *Contractor* shall plan, in detail, the installation and erection sequence of the Plant and Materials to allow for accessibility for rigging purposes and the availability of respective pieces of Plant and Materials based on their delivery to site
- Within the Site, removal and disposal of all scrap and rubble generated by the *Contractor* to the scrap lay-down or dumping area;
- Site safety supervision, personal protection and safety equipment.
- Supply of all equipment and personnel required to comply with the Occupational Health and Safety Act, 1993. The *Contractor* shall take special note of the requirements of the latest editions of Construction Regulations.
- Comply with the Employers Environmental Management Plan.
- Complete all documentation to the satisfaction of the Engineer in order for the Taking Over Certificates as appropriate to be signed off by the Employer;
- Assistance during Test on Completion (Pre-Commissioning and Commissioning) which shall be co-ordinated and directed by the Engineer;

2.3 Document Submission

The following documentation shall be included with the *Contractors* submission:

- 2.3.1 Safe working area plan
- 2.3.2 Emergency plan
- 2.3.3 Lifting/rigging studies
- 2.3.4 Qualification documentation (all those resources involved with fabrication, quality, supervisory and HSE)
- 2.3.5 Approved or evidence of approved welding procedures relevant to this Project scope of *Works*
- 2.3.6 Insurance cover
- 2.3.7 Detailed Method statements for the individual *Works*
- 2.3.8 Supervision and site management plan
- 2.3.9 Detailed Quality control plans
- 2.3.10 Detailed Work instruction/procedures
- 2.3.11 Quality control dossier
- 2.3.12 Compilation of "Completion Certificates" certified by the Employer

2.4 Scope of Work

2.4.1 Corrosion Protection

TNPA requires that the *Contractor* supply, install and guarantee a robust marine grade corrosion protection system for use on the cranes. The *Contractor* may select either a 3-Coat or 1-Coat system.

The corrosion protection system selected for use shall be from an internationally recognised and reputable supplier. The selected corrosion protection system shall carry a minimum 5year guarantee, defined as a maximum of 1% of the total area of corrosion protection breakdown per year. The *Contractor* shall be required to repair yearly, any corrosion protection breakdown exceeding 1% of the total

surface area. The paint supplier shall carry the guarantee for the first 5 years. A guarantee certificate, from the paint supplier, is required prior to the construction *Works*.

The final paint selection by the *Contractor* shall be approved by the *Project Manager* and *Supervisor*

Sequence of Corrosion Protection Application – 3 Coat System

- High pressure wash, clean and remove oils and contaminants
- Descale
- Grit blast to SA 2 1/2.
- Remove all slag and waste
- Stripe coat using 1st coat primer: angles, stiffeners, edges, corners, welding seams and all areas inaccessible by spray painting
- Spray 1st primer coat to all surfaces
- Allow sufficient drying time
- High pressure wash to remove dust before next coat application
- Stripe coat using 2nd coat primer: angles, stiffeners, edges, corners, welding seams and all areas inaccessible by spray painting
- Spray 2nd primer/intermediate coat to all surfaces
- Allow sufficient drying time
- High pressure wash to remove dust before final coat application
- Stripe coat using final coat: angles, stiffeners, edges, corners, welding seams and all areas inaccessible by spray painting
- Spray final coat to all surfaces
- Allow sufficient drying time

Paint Specification Required – 3 Coat System

- 1st Coat Primer to be 150 microns DFT
- 2nd Coat Primer to be 150 microns DFT
- Final Coat to be 150 microns DFT

Paint Application

The application instruction covers surface preparation, application equipment and application details for corrosion protection to steelwork according to the requirements of IMO Resolution MSC.215 (82): Performance Standards for Protective Coatings on Ship Steelwork.

- The steel surfaces shall be prepared so that the coatings achieve an even distribution at the specified nominal dry film thickness. Adequate adhesion ensured by removing weld spatter and any other surface contamination
- All welding seams shall be partially dressed to remove irregular profiles
- Surface pores, pits and craters shall be sufficiently open to allow penetration of the paint
- Sharp edges shall be treated to a round radius of minimum 2mm
- Before blasting any deposits of grease or oil must be removed from steel using a suitable detergent followed by freshwater hosing
- Minor spots of oil grease may be cleaned with thinner and clean rags
- Steel must be abrasive blast cleaned to SA 2 1/2
- Welds as well as shop primed areas with damage, burn marks and rust must be blasted to SA 2 1/2
- Surfaces with deposits of black iron oxides from gas cutting markings shall be cleaned by light abrasive sweep blast
- Welds coated with temporary primer after welding must be cleaned by hard abrasive sweeping, preferably abrasive blast
- Spot checks for possible salt contamination of the surfaces must be executed

- When blasting the importance of working systematically must be stressed. Poorly blasted areas covered with dust are very difficult to locate during the blast inspection made after the rough cleaning. Dust must be removed just before application of the paint to a dust quantity rating "1" for dust size "3", "4", "5". Lower dust size classes shall be removed from the surface if visible without magnification
- Overlap zones must be treated with great care
- Damage caused by possible over- blasting must be avoided; paint edges must be feathered, and consecutive layers of paint coatings given larger and larger overlaps
- The relative humidity shall be 85% or below, the steel temperature shall be 3-5 degC above the dew point
- The paint layer must be applied homogeneously and as close to the specification as possible
- The finished coatings must appear as a homogeneous film with a smooth surface. Any defects of bubbles, voids, visible abrasive residue shall be marked, and appropriate repair affected.
- Caisson handrails final coat to be painted yellow.
- Caisson structure final coat to be painted black.

2.4.2 Caisson Structure: Tunnel and Overhead Structure:

- Inspect the tunnel and overhead structure.

2.4.3 Caisson Structure: Bridles and Tongues (Pulling Bar)

- Descale bridle and pulling bar (sandblast) and pressure wash.
- Application of corrosion protection/ coating (painting).

2.4.4 Caisson Structure: Additional Inspections

- Inspection/condition of the A chamber and ballast tanks for recommendations on findings for fixing.
- Condition assessment of pumps and valves, recommendation for on findings for fixing.

2.4.5 Sealing of Outer Caisson Faces

- Replace caisson wooden structure (Greenheart Timber).
- The wooden timber to be machined parallel to the wall and sized accordingly before fitting. All three seal faces to be level and parallel.
- Inspect and repair the steel structure cheek plates and backing plate condition.
- Replace all mounting bolts.
- Ensure wooden structure joints and corners is properly aligned to suit sealing wall.
- Replace sealing rubber (D rubber) on timber and secure it with nails.
- Rubber sealing face to be fixed with suitable nail distances apart on both sides.
- Check the corner of the seal to be secure with bronze plates.
- The 90 degrees corners to be plated and fixed with taper screws.
- Contractor to supply machinery and tools to conduct his task.
- Contractor shall provide own scaffolding and ensure its safety and compliant.
- Supply and fit flat bar size accordingly.
- Contractor required to remove the vertical and horizontal sides of the frame.
- Grit blast and paint the steel framework.
- Seal off behind timber with a sealing cloth.
- Inspection and repair of caisson walkways (handrail locking plates and gratings).

2.5 Pre-preparation for *Works* execution

The *Contractor* shall initially, inspect the Caisson structure and immediately inform the Project Manager and Engineer in writing of any defects discovered

during the inspection or working process that may affect the *Works* as detailed in this specification.

The *Contractor* shall compile all the necessary calculations to determine what bracing and/or strengthening is required to temporarily support the remaining members if they are to be removed in the process of the refurbishment.

The *Contractor* shall fabricate and install all bracing and strengthening as determined above and remove the bracing and strengthening, working platforms and similar after each section has been completed and signed off for acceptance.

The *Contractor* shall take all precautions necessary to prevent any damage to components especially to electronic components installed on structures (if any) which could be affected by the welding work if applicable.

2.6 General requirements for the *Works*

Surface preparation and painting is done in accordance with the Jotun 60-month specification as well as the Transnet specification **EEAM-Q-008**.

It shall be noted by the *Contractor* that all corroded areas are to be prepared to bare metal. Welding *Works* over primed metal has to be approved by the Engineer.

Should members or plates be found below acceptable thickness based on the original size these members/areas shall be replaced or repaired to the Engineers acceptance.

All welding consumable specifications stipulated herein shall be strictly adhered to.

Should the *Contractor* deviate from the project requirements, TNPA reserves the right to stop the *Works* with the *Contractor* to rectifying the areas of concern.

2.7 Review and Acceptance of *Contractor* Documentation

The Project Manager comments on the proposals and forwards the comments electronically to the *Contractor*.

(One) paper copy of the approved drawings is stamped 'Approved by Employer' and returned to the *Contractor*.

The approval of the any drawings and documentation by the Engineer is done in principle only and does not mean the approval of the details contained therein.

2.8 Other requirements of the *Contractor's* design

N/A

2.9 Use of *Contractor's* design

N/A

2.10 Design of Equipment

N/A

2.11 Equipment required to be included in the *Works*

N/A

3 Facility Provision

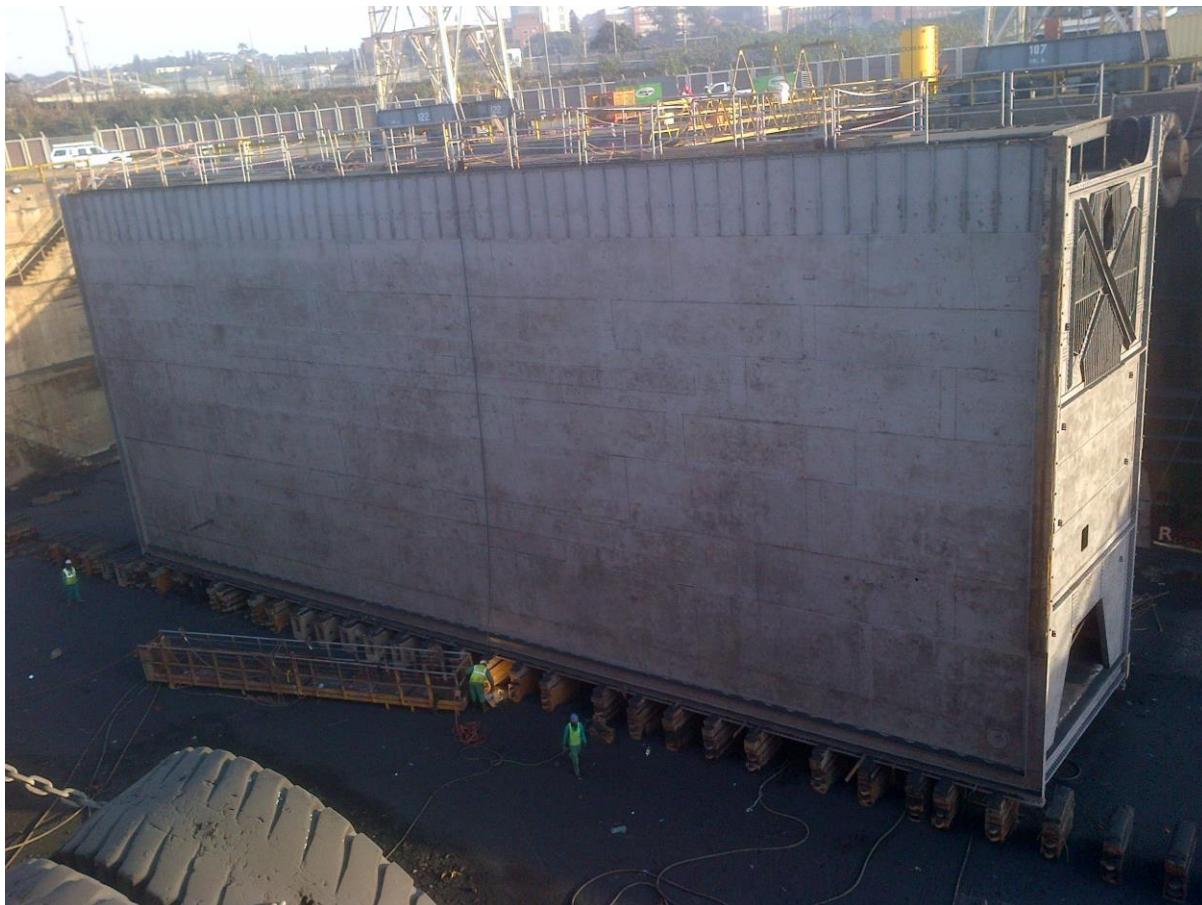


Figure 2: Site configuration (caisson repair site), dry dock.

3.1 Responsibility of Transnet National Ports Authority

- a. For the duration of the Contract, the Project Manager provides an area, free of charge, for the *Contractor* to establish his offices, lay down areas, stores, Workshops, and other *Contractor's* Equipment.
- b. For the outer caisson to be positioned for dry docking on the inner dock for repairs to be conducted by the contractor. This shall be achieved by:
 - i. Setting up the layup plan on the inner dock for the outer caisson to be dry docked.
 - ii. Removing the inner caisson from its original position into the quayside beside the dock.
 - iii. Removal of the outer caisson from its original position into the inner dock.
 - iv. Installing the inner caisson onto the position of the outer caisson to enable dry docking of the outer caisson.
- c. The Employer provides the following connections to services within the Site for *Contractor's* use:
 - i. 50mm Isolation valve for construction Potable Water.
 - ii. Circuit breaker for construction power at 380 Volts, 3-Phase and Neutral, 50 Hz.
- d. The *Contractor* provides a connection to the Employer's water borne sewage network. Where no suitable connection to a sewerage system is feasible, portable chemical type toilets may be used.

3.2 Facilities provided by the *Contractor*

- a. The *Contractor* ensures that this site establishment area is compliant with the relevant safety regulations and restrictions, is clearly sign posted, and has a suitable security fence, lighting and the necessary access control gates.
- b. All costs for preparation of the site establishment area are for the *Contractor's* account.
- c. The *Contractor* submits details of the layout of his site establishment to the Project Manager for his acceptance.
- d. The *Contractor* installs a metering device, accepted by the Project Manager, immediately downstream at each of the Employer's connections from where he

draws services. The *Contractor* provides the Project Manager details of his monthly consumption of potable water and power.

- e. The *Contractor* is responsible for his own connection to the Employer's services and for the reticulation of his services from the connection point. The cost of meters, connections, reticulation, and all other usage costs associated with the provision of services are for the *Contractor's* account.
- f. The *Contractor* provides, at his cost, enough toilets and maintains them in a clean and sanitary working condition.
- g. Wherever the *Contractor* provides facilities (either his own or for the Project Manager and/or Supervisor) and all items of Equipment, involving, *inter alia*, offices, accommodation, laboratories, Materials storage, 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.
- h. Upon completion, and within one month of the date of acceptance of the *Works*, the *Contractor* completely removes from the Site and Working Areas all his Equipment, including the foundations of any structures, stores, office accommodation or any other asset belonging to him, and leaves the Site and Working Areas in a tidy condition to the satisfaction of the Project Manager.
- i. No excess or discarded materials or Equipment may be buried or dumped within the port boundary.
- j. The Employer does not provide any security for the Site and Working Areas. The *Contractor* provides same and indemnifies and holds indemnified the Project Manager and Employer against any claims and actions that may arise out of Site and Working Area security.
- k. No housing is available for the *Contractor's* employees. The *Contractor* makes his own arrangements to house his employees and transports them to site in a closed vehicle specifically designed for passenger transport (bus or similar) which is in a roadworthy condition.
- l. Wherever the Employer provides facilities for the *Contractor's* use and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the Employer

and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the Employer.

3.3 Survey control and setting out of the *Works*.

N/A

3.4 Giving notice of work to be covered up

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

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

- a. The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Sub-*Contractors*) with access to such daily records available for inspection by the Project Manager at all reasonable times.
- b. The *Contractor* has access to the site from 07h00 to 17h00 daily on all working days Monday to Friday. The *Contractor* will be required to obtain permission from the Project Manager to Conduct *Works* out of the hours stipulated. Basic conditions of employment will be adhered to – a 45 hour week will apply, with a maximum of 10 hours overtime.

3.6 Cooperating with and obtaining acceptance of others

- a. The Employer (including the agents of the Employer) operates on Site during the entire duration of the Contract period.
- b. Others, *Contractor* to be notified once appointed by the Employer, operate on Site during the entire duration of the Contract period.

3.7 Publicity and progress photographs

- a. 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.
- b. The *Contractor* obtains the permission and approval of the Project Manager before erecting any notice boards or using the details of the contract in any advertising media.

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

3.8 Completion, Testing, Commissioning and Correction of Defects

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

3.8.1 The *Contractor* is permitted to carry out the following *Works* after Completion

- Defects during maintenance period.

3.8.2 Provision of materials, facilities and samples for tests and inspections

The *Contractor* provides the following:

- a. The *Contractor* is to provide all materials, facilities and apparatus required for any test and /or inspections required by the *Works* Information.
- b. The *Contractor* is to provide samples as required by the *Works* Information.

3.8.3 Access given by the Employer for correction of Defects

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

- a. Safety, access control and work procedures as determined by the Ports Manager.
- b. These may be the same as communicated elsewhere within this *Works* Information as at the starting date / access date, or as the *Works* are now in use by the Employer's occupation of the Site, the same may be incrementally or substantially changed post Completion.

4 PLANT AND MATERIALS STANDARDS AND WORKMANSHIP

4.1 Investigation, Survey and Site Clearance

The *Contractor* carries out the following investigations at the Site:

- a. Conducts a detailed engineering investigation that is within the realm of the scope of work required. The investigation and testing shall commence as soon as practicably possible after site establishment has been begun and shall be completed within a maximum period of 3 days. The *Contractor* shall inform the Engineer on completion of the investigation and shall submit a repair pack for approval within 5 days following this notice.
- b. Conducts an investigation to determine all the existing services on the site. Marks and records all these services.
- c. Maintains a concise record of the conditions of all existing site infrastructure and services

4.2 Applicable Standards

The latest editions and/or amendments of the following Standards and Codes shall be considered a minimum requirement. In the event of differing requirements, the most stringent Code or Standard shall apply:

- a) Occupational Health and Safety (OHS) Act No. 85 of 1993;
- b) South African National Standards:
 - SANS 12944-2 - Code of Practice for corrosion protection of highly corrosive environment(s).
 - SANS 1091 - National colour standards for paints
 - SANS 1274 - Coatings applied by the powder-coating process
 - SANS 5493 - Corrosion Protection
- c) DIN or British Standard Specifications. / DIN, EN and ASME Standard Specifications.
- d) ISO standards:
 - ISO 9223 - Corrosion of metal and alloys, Corrosivity of atmospheres – Classification

- ISO 9223 - Corrosion of metal and alloys – Corrosivity of atmospheres – Classification
- ISO 9001 - Quality Assurance standards

e) N.O.S.A. Safety Guidelines.

4.3 Electrical and Mechanical engineering *Works*

4.3.1 Code of Practice for the design of shipyards and sea locks

The relevant sections of this document shall conform to the requirements of BS 6349-3:2013 Maritime *Works*.

4.4 Materials, fabrication and finishing

All materials, where applicable, shall conform in respect to quality, manufacture, tests and performance, to the Project Standards, South African National Standards/the International Electro technical Commission, or where no such Standard exists, the appropriate British Standard. Materials not specifically stipulated shall be of the best commercial quality.

All welding activities performed by the *Contractor* shall be in accordance with appropriate codes, standards and the Project Standards and shall also include the following:

- 4.4.1 All welds shall be laid smooth and external welds strip polished;
- 4.4.2 All stainless steel and 3Cr12 welds shall be pickled and passivated.
- 4.4.3 All operational, maintenance and inspection points shall be safely accessible.
- 4.4.4 All working platforms shall be wide enough for safe and easy passage

The *Contractor* shall provide a specification and procedure that shall suggest the safest and most efficient operation to carry out the cleaning and maintenance of all Plant and Materials to be supplied by the *Contractor* as well as outline and supply all specialist tools required for these operations.

4.5 Safety equipment and name plates

The *Contractor* shall secure all safety equipment, guards, notices and nameplates associated with all Plant and Materials erected by the *Contractor*. This will include but is not limited to the following items:

- 4.5.1 Hot surface guards
- 4.5.2 Railings and chains
- 4.5.3 Signage and notices
- 4.5.4 Name plates

4.6 Scaffolding

The Employer shall contract with a certified scaffolding *Contractor* who will supply and erect all scaffolding. The *Contractor* shall manage their activities to ensure the timely and safe supply and erection of all scaffolding needed for the Erection of all work under this Contract as defined in the Scope of Work. The *Contractor* shall give the scaffolding *Contractor* 48 (forty eight) hours' notice of scaffolding required. No standing time or extension of time shall be claimed by the *Contractor* due to unavailability of scaffolding if 48 (forty-eight) hours' notice was not given.

4.7 Erection Planning

The *Contractor* shall develop and submit to the Engineer a detailed erection plan for the erection of all Plant and Materials, 10 (ten) days after the award date. The erection plan shall outline the following as a minimum:

- 4.7.1 Critical Path definitions
- 4.7.2 Installation start Dates
- 4.7.3 All site progress meeting dates
- 4.7.4 Installation milestone dates
- 4.7.5 Installation and Erection completion dates

4.8 Rigging

Before undertaking heavy lifting and rigging, the *Contractor* must undertake a rigging study and all rigging activities must have the following in place:

- 4.8.1 The rigging study must be reviewed by the Engineer and the Employers Safety Officer prior to any heavy lifting and rigging activities being undertaken by the *Contractor*.
- 4.8.2 The rigging study must be co-ordinated with the overall site planning and activities schedule.

The *Contractor* shall supply all qualified and experienced personal required to effectively and efficiently position, align, install and erect all Plant and Materials supplied (by others) in a timely manner. This shall also include the installation of all rigging equipment fixed and mobile, such as crawl beams, crawls, "A" frame, gantries, hoists, etc. as required to lift, suspend, position and align, etc.; all Plant and Materials in their respective positions and in accordance with the manufacturer's specifications and the Project Standards.

4.9 Workmanship

The *Contractor* shall only employ competent staff to execute the *Works* and submit a competency and compliance certificate of each employee (e.g. welding certifications or certificates, fitter qualifications, etc.) to the Employer for approval. The Contract shall be executed in accordance with good engineering practice and the relevant standards, codes, statutory requirements and the Project Standards applicable to the satisfaction of the Employer.

Should any material or workmanship supplied and performed by the *Contractor* not be to the satisfaction of the Engineer/Employer; it shall be rectified at the cost of the *Contractor* and all rejected material removed from Site. The *Contractor* shall be responsible for the correct and complete installation of all Plant and Materials supplied by others.

Inspections by the Engineer shall not release the *Contractor* from his responsibilities within the Contract unless covered by a formal Take Over Certificate.

4.10 Painting and Corrosion Protection

The *Contractor* shall carry out all preparation, priming, protection coating, painting and finishing activities as required in accordance with both the Project Standard Technical Specification for Corrosion Protection as supplied by TNPA as well as 'Jotun Paint Systems' included as part of this document.

The final coat of paint or touch ups on Plant and Materials supplied by others shall be done by the *Contractor*.

Touch ups shall be limited to any damages, scratches, scraps etc. which occurred during the offloading, storage, retrieval, assembly, positioning, alignment, installation, erection and securing of all Plant and Material or unless approved by the Employer. All painting activities shall be undertaken by competent personnel supplied by the *Contractor*.

4.11 Health, Safety and Environmental requirements

The *Contractor* shall comply with all applicable health, safety and environmental regulations and requirements for all persons entitled to be on the Site.

The *Contractor* shall be responsible for the precautions and measures to ensure the health and safety of all individuals on the Site and temporary areas (if applicable) outside of the Site, but utilised by the *Contractor*, with the prior approval of the Employer.

This shall also include any areas that may adjoin those areas or otherwise be affected or potentially endangered by the *Works*. The *Contractor* shall be responsible for the adequacy, stability and safety of all Site and Temporary Areas

operations, methods of construction, all *Contractor's* Equipment, Temporary *Works* and structures.

The *Contractor* shall provide and/or install for all necessary safety protection equipment (e.g. rotating parts guards, hot surface insulation/guards, railings) and necessary *Contractor's* Personnel, in accordance with the applicable legislation in South Africa, including the Occupational Health and Safety Act (1993) of South Africa. The *Contractor* shall take special note of the requirements of the Construction Regulations, 2003.

The *Contractor* shall comply with the Employer's Environmental Management Plan Requirements.

The Plant's noise level shall be less than 85 dBA when measured at any point further than three metres from the source(s) of the noise.

4.12 Storage of existing Plant and Materials

Plant and Material to be stored for future use by the Employer shall be transported by the *Contractor* to a storage area to be advised by the Employer. All Plant and Materials shall as far as practically possible, be stored above the ground on wood block, palettes, etc.

4.13 Welders Certification

All welders employed by the *Contractor* shall be subjected to a welding test prior to carrying out any work on Site by an Approved Inspection Authority employed by the *Contractor*. These tests shall be co-ordinated and supervised by the *Contractor*. The testing process shall consist of each welder performing a series of test welds which shall be inspected by the Approved Inspection Authority to be supplied by the *Contractor*. The Inspection Authority shall provide the Engineer's Third Party Inspection Authority and the Site Manager with full certification for all welders tested. The *Contractor* shall be responsible for the supply all test materials, welding rods, welding machines and any other material and equipment required to carry out the above tests.

5 LIST OF DRAWINGS

5.1 Drawings issued by the Employer

Drawing number	Description
Structural Drawings	
PN 001	
PN002	
PN003	
PN004	

SECTION 2

6 MANAGEMENT AND START UP

6.1 Management meetings

- a. 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 with the objective of minimising the adverse effects of risks and surprises for both Parties.
- b. The *Contractor* attends management meetings at the Project Manager's request. These meetings are to be held fortnightly or as regularly as maybe determined by the Project Manager. At these meetings the *Contractor* presents all relevant data including safety, health and environmental issues, progress, quality plans, sub*Contractor* management, as may be required.
- c. Meetings of a specialist nature may be convened as specified elsewhere in this *Works* Information, or if not so specified, be convened by persons at times and locations to suit the Parties, the nature and the progress of the *Works*. Within five days of the meeting the person convening the meeting shall submit records of the meeting to the Project Manager.
- d. All meetings shall be recorded in a register, using minutes prepared and circulated by the person who convened the meeting. Such minutes (or register) shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

6.2 Documentation Control

All documentation shall conform to the latest revisions of the following, i.e.:

- a. SANS 10111 - Code of Practice for Engineering Drawings, or
- b. ISO 9001:2000 - Quality Management Systems Requirements.

6.3 Safety risk management

The *Contractor* shall comply with the health and safety requirements contained in Annexure A to this *Works* Information.

6.4 Environmental constraints and management

The *Contractor* performs the *Works* and all construction activities within the Site and Working Areas in accordance with the provisions of the specification Standard Environmental Specification (SES), Project Environmental Specifications (PES) and specification Construction Environmental Management Plan (CEMP) contained in Annexure B, C and D as well as section C of the Scope of *Works*

The *Contractor* ensures that its Sub*Contractors* comply with the requirements of the CEMP.

The CSHEO submits daily, weekly and monthly checklists as required by the CEMP to the ProjEM.

The CEMP is:

- a. *Contractor's* Declaration of Understanding.
- b. Environmental method statements for construction operations.
- c. Materials handling, use and storage.
- d. Re-vegetation and rehabilitation.
- e. Environmental closure certificate.
- f. Environmental inspections and audits.
- g. Environmental alignment meetings.

The roles and responsibilities of the various personnel acting on behalf of the Project Manager and who communicate directly with the *Contractor* and his key persons with respect to the CEMP and environmental issues are:

- a. The Construction Manager (CM) is responsible for environmental management on the Site and Working Areas and reports to the Project Manager with specific tasks to.
- b. Implementing the Employer's CEMP.
- c. Monitor *Contractor's* compliance to the CEMP.

The Project Environmental Manager (ProjEM) is responsible for ensuring that the *Contractor* complies with the CEMP and acts on behalf of the Project Manager.

The Project Environmental Officer (ProjEO) reports to the PSSM and ProjEM, conducts the day-to-day tasks to ensure that the *Contractor* complies with the CEMP and acts on behalf of the Project Manager.

6.5 Quality assurance requirements

6.5.1 Quality system

The supplier shall maintain an effective quality system in accordance with the relevant requirements of SABS/ISO9000 Series, or equivalent standard, to ensure and demonstrate that material, workmanship, procedures and services conform to the specified requirements.

A copy of the *Contractor's* / supplier's Quality Manual may be requested for review by TRANSNET followed, at Transnet's option, by Quality Assessments or Surveillance's to obtain evidence that a satisfactory quality system is being maintained.

6.5.2 Work Procedures Plan

Within a maximum of two (2) weeks following Contract Award or as per order condition, the *Contractor* shall produce a Work Procedure Plan. This Procedure Plan, as a MINIMUM, identifies the following:

- Order Number, Job Title.
- Organogram with nominated personnel, including signatures and initials.
- Scope of Job, Equipment, Structure(s)
- Basis for Designs and Fabrication, e.g. codes and specifications.
- Communication e.g. contacts address, telephone number, facsimile number, numbering systems and formats.
- Bar Chart (Time Schedule) for production, supplies and repair *Works* including Sub-Suppliers.
- Control documents, e.g. issuing and receiving, transmittals.

- Numbering of Documents.
- Specific Procedures and/or General Procedures list to be utilized.
- Internal Quality Audits and/or Surveillance's to be performed with actual dates.

6.5.3 Quality Control Plan

6.5.3.1 The *Contractor* shall provide a Quality Control Plan (Inspection and Test Plan) specifying his proposed quality control activities for the entire scope of supply and scope of *Works*. The Quality Control Plan shall incorporate, as a minimum, an **INSPECTION CHECK LIST**. The Quality Control Plan shall reference the procedures, codes and standards which apply to the listed activities, the acceptance criteria, the records to be produced and similarly it shall incorporate all Sub-*Contractors* and suppliers activities. The Quality Control Plan shall be prepared on the *Contractors* / Suppliers standard format.

6.5.3.2 Deviations from this Quality Control Plan may only be permitted following acceptance in writing by the Engineer and/or the appointed Third Party Inspection Authority.

6.5.3.3 The *Contractor* shall not undertake any work in advance of the review and acceptance of the Quality Control Plan without the written consent of Transnet.

6.5.3.4 During the review of the Quality Control Plan / Inspection and Test Plan, Inspection and Test intervention points will be included by Transnet and, where applicable, the Third Party Inspection Authority to indicate their intended monitoring during manufacturing, fabrication and installation.

6.5.3.5 The *Contractor* / Supplier shall ensure that any work sub-contracted will be covered by Quality Control Plans / Inspection and Test Plans generated by the relevant Sub-*Contractor* or Supplier.

6.5.4 Pre-Inspection Meetings

Pre-inspection meetings may be held at the discretion of Transnet. In such cases, the content of the agenda shall include, but not be limited to, the following:

- Documentation: Method of Submission, review etc.

- Quality Control Plan: Agreement of inspection, witness, review and hold points, Agreement of contacts for notification, etc.
- Code Data book / QC Dossier: Agreement to contents and format.
- QC Procedures: Agreement to Scope.
- AIA: Authorised Inspection Authority requirements.
- Communications: Responsible persons.
- Non-destructive Testing: Personnel qualification, method and extend required.

6.5.5 Inspection

6.5.5.1 Definition: Inspection means all activities such as measuring, examining, testing, gauging one or more characteristics of material or service and comparing these with specified requirements to determine conformity.

6.5.5.2 Inspection Point Definition:

- **Hold Point = H:** This indicates an inspection or test which is considered vital to quality, integrity and safe functioning of the material or services and which can only be achieved at this point. The *Contractor* shall not proceed beyond this point beyond this point without written approval by Transnet and/or the appointed Third Party Inspection Authority.
- **Witness Point – W:** This indicates an inspection or test which may be equally as important as a Hold Point, but which can be waived by the appointed Third Party Inspection Authority or Transnet.
- **Review Point – R:** This indicates that information collected is required to be reviewed and approved. The job may continue past the review point, however, if the information is inadequate or does not satisfy the requirements, may necessitate additional work.
- **Inspection Points – I:** During the review of the Quality Control Plan, Inspection points will be added by Transnet and where relevant, the Third Party Inspection Authority to indicate the intended monitoring of the *Contractor's* and/or Sub-*Contractor's* quality control.

6.5.5.3 *Contractors* Inspection

The *Contractor* shall as a minimum, carry out the inspections as detailed in the Quality Control Plan and maintain the required records for verification by Transnet and/or Third Party Inspection Authority. For sub-contracted material or services, the *Contractor* shall ensure that controls are effective, including, where necessary, monitoring at the Sub-*Contractor's* Works and retention of the necessary records. Signing-off of the Quality Control Plan progressively by all relevant parties is a mandatory requirement following the indicated inspection activity.

6.5.5.4 Readiness for Inspection

6.5.5.4.1 Material or services shall be deemed ready for inspection by Transnet only when:

- Material or services shall be deemed ready for inspection by Transnet only when:
- The *Contractor* has firstly carried out his own inspection at the stage identified on the relevant Quality Control Plan and is satisfied that material, workmanship and services meet the specified requirements. Documented evidence shall be maintained by the *Contractor* including signing-off the Quality Control Plan.
- All applicable certificates and quality documents are available for review at the inspection location. Immediately following receipt by the *Contractor* ALL material and certification (including welding consumables), the *Contractor* shall review these certificates and endorse them "Verified to Code/Specification Requirements" including date and name. Immediately following, the material and certification shall be presented to Transnet and/or the appointed Third Party Inspection Authority for review and endorsement.

6.5.5.5 Notification of Readiness for Inspection

Notification by fax/email/ telephone is required for both Hold and Witness points at least two (2) working days in advance of "Readiness of Inspection" or as agreed at the pre-inspection meeting. Review points do not require prior notification.

- The *Contractor* shall ensure that the latest revisions of approved drawings and/or procedures with evidence of acceptance by Transnet, his nominated representative or Third Party Inspection Authority are available.
- *Contractors* are advised that it is a condition of Purchase / Contract that all costs of Transnet's inspector, Engineer and/or Third Party Inspection Authority will be passed on to the *Contractor* for aborted inspection visits. A visit is considered aborted if:
 - The *Contractor* / Supplier advises "readiness" for inspection and upon arrival of Transnet's Inspectors, Engineer(s) or Third Party Inspection Authority, the material or Services and/or the associated documentation is not ready; or if Transnet's personnel identifies that material or services are to specification such that the *Contractor's* Inspector should have identified the non-conformity prior advising readiness for Transnet's or Third Party Inspection Authority inspection.

NOTE: An inspection report to this effect shall be generated by the Transnet's Inspector, Engineer or Third Party Inspection Authority and countersigned by the *Contractor's* duly authorised representative. This report shall form the basis of back-charges to the *Contractor* / Supplier by Transnet. In addition, a non-conformance report shall be raised by Transnet, the Engineer or the Third Party Inspection Authority which shall be replied to by the Engineer within twenty-four (24) hours.

6.5.5.6 Inspection Waiver

Any Transnet Witness, or review or Hold point may, at the sole discretion of Transnet, be waived, which will be followed by an inspection waiver report.

6.5.6 Materials of Construction

All material shall be purchased and certified in accordance with EN 10204 ff. requirements as a minimum. The term "Purchaser" in EN 10204 shall mean the *Contractor*. The certificates shall report mechanical properties in the heat treated condition and must be accompanied by the relevant verified furnace charts.

6.5.7 Assessment/Audit/Surveillance

6.5.7.1 Transnet reserves the right to conduct a Supplier Quality Assessment, prior to the award of any Purchase Order, to verify that the *Contractor's* system complies with the relevant quality standard. Additionally, Transnet may conduct a Quality Assurance Audit or Surveillance at any time after the award of a Purchase Order. Four (4) days notification of a QA Audit and twenty-four (24) hours notification of a QA Surveillance will be given by facsimile / email to the *Contractor's* nominated QA/QC representative.

6.5.7.2 Should the *Contractor's* quality system be found deficient during their assessments, audits or surveillance's, the *Contractor* will be given opportunity to carry out corrective action within a period of time to bring his system up to the required standard. A follow up audit surveillance will be carried out to verify that the *Contractor* has carried out the necessary corrective actions.

6.5.7.3 If, during a follow-up audit or surveillance, it is found that the required corrective actions have not been carried out, Transnet reserves the right to take such actions as necessary to rectify the deficiencies. It is a pre-requisite that the *Contractor* fully supports any such actions

6.5.7.4 Surveillance by Inspectors will also be carried out by Transnet as an alternative method of monitoring the *Contractor's* quality control. This will normally take the form of a verification of a Section of the Quality Control Plan where the physical and documentary evidence will be required to verify compliance with the Quality Control Plan.

6.5.8 Non-Conformities

6.5.8.1 Non-Conformity is defined as a deficiency in characteristic, documentation or procedure which renders the quality of an item, work or service unacceptable or indeterminate in accordance with specified requirements. Such Non-Conformities shall be identified by the *Contractor*/Supplier/Transnet and/or Third Party Inspection Authority.

6.5.8.2 Such non-conformities require the issue of a Non-Conformity Report (NCR) by the *Contractor*/Supplier in compliance with his own QA system. The NCR then becomes the means by which the Non-Conformity is identified and triggers the need for corrective action and measures.

6.5.8.3 The non-conforming material, work or service shall be reviewed by the *Contractor* in accordance with documented procedures and it might be:

- Re-worked to meet the specified requirements
- Accepted, with or without repair; or
- Re-graded for alternative application; or
- Scrapped

- 6.5.8.4 All proposed re-working or repair shall, together with the relevant procedures, be firstly reviewed by Transnet and/or Third Party Inspection Authority where applicable.
- 6.5.8.5 In the event that the Transnet Inspector and/or Third Party Inspection Authority identifies a Non-Conformity that is not subject to a *Contractor*/Supplier NCR, the Transnet Inspector and/or Third Party Inspection Authority will raise an NCR on the *Contractor*. The *Contractor* must issue to the Transnet Inspector in writing within twenty-four (24) hours a response indicating the corrective action he propose to make.
- 6.5.8.6 Material, work and services which do not conform to requirements shall not be used unless written authority, on the returned NCR, is obtained for the Non-Conformity.
- 6.5.8.7 The *Contractor* shall maintain a register of his NCR's and shall submit this register to Transnet monthly. The Engineer will audit the register. Transnet reserves the right to request copies of NCR's for review of deviation and disposition.
- 6.5.8.8 Corrective actions will necessitate additional inspections and/or tests shall be included in an updated Quality Control Plan which shall be submitted for review to Transnet.
- 6.5.8.9 The *Contractor* shall ensure that his procedures provide for the identification and segregation of all non-conforming materials, work or services.
- 6.5.9 Recording 'AS-BUILT' sizes
- 6.5.9.1 The *Contractor* shall complete the "as-built" details wherein all actual weld sizes, material thicknesses shall be recorded.
- 6.5.9.2 The actual point of measurement will be clearly indicated.
- 6.5.10 *Contractor* Document Submissions

6.5.10.1 When the *Contractor* submits his documents for re-review, he shall, where relevant, submit them to the Transnet document handling nominated contact.

Transmittals shall only cover one item per PO and shall be submitted in complete sets in order to perform a full review, e.g.. WPS's, weld procedure, weld map summary, material lists and GA drawings and calculation, etc.

6.5.11 Handover Acceptance System

The Purpose of this system is to provide essential handover and acceptance information to all parties engaged in the construction, modification, demolition, refurbishment and commissioning of plant and equipment at the Durban dry-dock. The information and guidelines required to achieve a smooth sequence between all construction and commissioning activities, and thereafter the successful start-up operations and transfer of ownership of plant and equipment to Transnet, - Durban dry-dock.

6.5.11.1 This procedure provides for a sequenced, construction completion and checkout of plant / equipment leading up to the transfer of care, custody and control to Transnet.

6.5.11.2 This procedure adopts a two package handover system:

- Quality Control Dossier
- Management Package

6.5.11.3 Quality Control Dossier and Management Package Compilation

- The *Contractor* shall in accordance with this procedure and requirements in the Purchase Order / Technical Specifications, compile the Quality Control Dossier and Management Package with the accepted contents.
- The *Contractor* shall compile the Quality Dossier which includes the Code Data Book (format as stipulated in this document) in accordance with this procedure to ensure that all requirements have been met and the relevant documents are included in the Quality Control Dossier.

- For multiple disciplines e.g. new installations, fabrications, modification or welding *Works*, the QC Dossier shall be developed for each discipline or system.
- Management Package: consists of:
- Completed “Punch-List”, signed off by operations, area manager and the Engineers appointed 16.2 responsible for the area/unit.
- Drawing Package “as-built”
- Vendor Data Documentation as per Bill of Material of detail designs and as built documentation.

The Engineer shall:

- Collect and compile the Management Package in accordance with this procedure, to ensure all requirements have been met. This ensures that:
- The QC Dossier has been signed off by Transnet and the Inspection Authority (where applicable)
- The plant/facility/equipment has been commissioned (or handed over) by and with operations,
- All required performance tests have been successfully carried out by operations and maintenance department,
- Copies of approved test run certificates have been inserted into the Management Package.
- All maintenance documents have been updated and new instructions been inserted.

6.5.11.4 'Punch List' category Items

- Category 1: Items which compromise safety and integrity of personnel, plant, equipment and infrastructure.
- Category 2: Items which require correction prior operational acceptance.

- Category 3: Items which can be rectified after plant start-up and must be completed prior to final acceptance of plant or equipment.

6.5.12 Code Data Book

The Code Data Book shall have the following content and format:

- Cover Page:
- A MANUFACTURER / *CONTRACTOR*
- B ENGINEERING *CONTRACTOR* (if applicable)
- C AUTHORISED INSPECTION AUTHORITY (or certifying body)
- D PURCHASE ORDER NUMBER
- E CONTRACT NUMBER
- F EQUIPMENT / PLANT / *WORKS* DESCRIPTION
- G MANUFACTURERS SERIAL NUMBER (if applicable)
- H CODES AND STANDARDS USED

1. Index of Contents
2. Release of Notes (*Contractor/AIA/Client*)
3. "As-Built" drawings
4. Authorised Inspection Authority Certificate of Compliance
5. Design Calculations

6. MATERIAL AND CONSUMABLES CERTIFICATIONS

- 6.a Material List
- 6.b Material Map (Outline Drawings)
- 6.c Mill Test Certificates marked with item number.
- 6.e Heat treatment charts, NDE and mechanical testing.

7. WELDING DOCUMENTS

- 7.a Weld Map(s)
- 7.b Weld Procedure Specification Summary
- 7.c Welding Procedure Specifications
- 7.d Procedure Qualification Records
- 7.e Welder Performance Qualification Test Record Summary
- 7.f Weld Consumables Certification
- 7.g Pre- and Post heating Procedures

8 INSPECTION REPORTS

- 8.a Quality Control Plan
- 8.b Dimensional Inspection Report (sizes etc.)
- 8.c Heat Charts and Certificates.

9 NON-DESTRUCTIVE TESTING DOCUMENTS

- 9.a NDT Map
- 9.b NDT Procedure Record Summary
- 9.c NDT Personnel Qualification Record Summary
- 9.d NDT Reports

10 PRESSURE TEST DOCUMENTS

- 10.a Applicable Standards
- 10.b Inspection Authority
- 10.c Pressure Gauge Calibration certificates
- 10.e Pressure Test certificate

6.5.13 Commissioning

6.5.14 Definitions

6.5.14.1 "Commissioning" is performed by the *Contractor* in presence of the Engineer to demonstrate successful installations, *Works* and functionality

6.5.14.2 "TESTING" is performed by the *Contractor* on its own to satisfy himself and to establish the "readiness" for commissioning.

6.5.14.3 "Test Runs" are performed by the Employers operational team in the presence of the *Contractor* were all functions shall be vigorously tested.

6.5.14.4 "Performance Test" is a fixed duration of continuous operation in which the Plant / Equipment shall perform without malfunction. This test is performed by the Employers operational team, - with or without the presence of the *Contractor*. The Equipment / Plant shall be tested to its Design Capacity.

6.5.14.5 "Endurance Test" a variant of the Performance test,- normally done at a lower rate than the Design Capacity but with extended Duration (up to 72 to 100hrs continually) were the equipment must perform without fault and malfunctions.

6.5.14.6 "Hand Over" a formal certificate issued for the continuous use in operation of plant and equipment at the successful passing of the Performance Test.

The *Contractor* submits his Quality Management System documents to the Project Manager as part of his programme under ECC3 Clause 31.2 to include details of:

- a. Quality Plan for the Contract
- b. Quality Policy
- c. Index of Procedures to be used and
- d. 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.

6.6 Programming constraints

6.6.1 Tender Program

A summary program, hereinafter referred to as the "Tender Program" for the duration of the contract are submitted by the *Contractor*, reflecting all Milestone deliverables and Events.

The level of this program must at least be "compatible" to the Price Schedule columns and or the breakdown of sections in the bills of quantities as applicable. The incidence of Payment Schedules or Cash Flow Forecast, submitted with the *Contractor's* program must be based on this program.

The *Contractor's* Programs are evaluated by the Project Manager to assess the *Contractor's* ability to plan his portion of the project to the extent necessary for the high degree of mutual co-ordination demanded by the Project.

Non-compliance with this specification may lead to the disqualification of the tenderer. At the Project Manager's discretion, the *Contractor* may be requested to prepare and submit a new Contract Program.

6.6.2 Initial Program, Contract Program and Subsequent Revisions

- a. The *Contractor* submits a program within 1 weeks of the date on which he was notified of having been awarded the contract / order.
- b. Any program submitted which does not supply all the required documentation set out in this document shall be deemed to be rejected, whether or not the Project manager does so in writing.

- c. This Initial Contract Program, hereinafter referred to as the "Initial Program", is be drawn up at the level of detail necessary in the opinion of the Project Manager to ensure effective control over the work, usually to Level 4 detail.

- d. A "Summary" or "ham-mocked" program is submitted with the Initial Program.

The summarized activities are inserted in such a way that the Milestone Dates as well as major interfaces of services and/or other contracts logically required for the completion of the contract are clearly shown. The start and finish of the summarized or ham-mocked activities are clearly indicated on the detailed network.

- e. Unless stated to the contrary, the Project Manager will examine and comment on the Initial Program within 2 weeks of submission and the *Contractor* amends and submits this program, hereinafter referred to as the "Contract Programme" for approval within a further period of 5 days.
- f. The Project Manager may not in every instance be able to provide all information or working drawings, where applicable, of every aspect of the *Works* but such non-availability will not be deemed to be an excuse for non-presentation of programs. In such instances the relevant part of the program should be based on the *Contractor's* best estimate with a statement on which assumptions or drawings it is based.
- g. Should the Project Manager so require, or should problems occur during the execution of the contract, the Project Manager might request that portions of the program be expanded to enable closer control to be exercised e.g. site construction and commissioning programs. In such cases the more detailed net*Works* fit exactly into the logic and time span of the Contract Program, but may be presented as separate programs.
- h. Minor revisions to the Contract Program may be introduced from time to time by mutual agreement. Should the Project Manager require a major revision to the Contract Program, such revision will be specified to the *Contractor* in writing.
- i. The Project Manager specifies the date by which the *Contractor* is required to submit the revision in question. This date is not, unless otherwise agreed, be less than 2 weeks from the date of notice.
- j. Revised Payment Schedules are required based on the revised Contract Program. These revisions are made when changes occur in this program and must be updated every month to include actual payments.
- k. Should the *Contractor* require a major revision affecting the logic or dates of the program, such revision will be specified to the Project Manager in writing for approval before the revision is performed.
- l. A revision to the program does not invalidate the "Date of Completion" in terms of the General Conditions of Contract and as given in the appropriate schedules. Changes to these dates can only be effected through a contract amendment.

m. Progress is monitored against the latest revised program and payments controlled by the latest revised Payment Schedule accepted by the Project Manager.

6.6.3 Progress Reporting

- a. The *Contractor* updates the program and supplies the progress reports to show actual and expected progress compared to the latest agreed Contract Program. Progress information may be verified by the Project Manager at any stage.
- b. Progress reports on design, manufacturing, shipping, transport and site progress are submitted separately as per Table 1: Progress Reporting Requirements.
- c. The methodology to define work content in the progress curves needs to be agreed to between the *Contractor* and Employer within 5 days of Contract Award and may include parameters such as man-hours, m³ concrete, tons of steel, length of cable and cable rack to be installed, number of terminations, etc.
- d. The work content needs to be specifically designed to suit the type of work and to effectively indicate actual progress against planned progress.
- e. Progress reports are submitted in line with the requirements as specified in the table below.

TABLE 1: PROGRESS REPORTING REQUIREMENTS

ITEM	DESCRIPTION	FREQUENCY
1.	General Planning Report and revised network if logic has changed since the previous report.	Weekly
2.	Critical Activities Report. (Look ahead)	2 Weekly
3.	Milestone Report.	2 Weekly
4.	Updated Bar Charts.	Weekly
5.	Updated Program Graphs.	Monthly
7.	Progress S-Curves.	2 Weekly
8.	Expediting Report	2 Weekly
9.	Milestones of Deliverables	2 Weekly

f. The *Contractor* uses Microsoft Projects 2003 or later version for his programme submissions or a similar programme software package equivalent to Microsoft Projects 2003 or later version subject to and with the prior written notification and acceptance by the Project Manager.

6.6.4 Reporting and monitoring

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

The *Contractor* completes an assessment of all activities in progress and to completion to determine percentage complete, forecast completion dates, deviations from the Accepted Programme and proposes remedial actions to rectify deviations.

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*.

a. The *Contractor* submits the programme narrative report detailing the status and performance of operations on the Site and Working Areas; status and performance of operations outside the Working Areas; manpower histograms; plant and equipment histograms; S-curve of overall progress; and critical action items (top 10). Report indicates "progress this period" and "progress to date".

b. The *Contractor's* weekly programme narrative report, updated and issued weekly, includes:

- i. 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.
- ii. 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.
- iii. Manpower Histogram – reflecting actual, forecast and planned activities
- iv. Plant and Equipment Histogram – reflecting actual, forecast and planned activities
- v. S-curves – reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned values.

c. The *Contractor's* monthly programme narrative report is submitted a week before the last Friday of each month, or as required by the Project Manager. The report indicates "progress this period" and "progress to date" and include, but is not limited to, the following:

- i. Summary of progress achieved during the reporting period.
- ii. Latest Accepted Programme.

6.7

Contractor's management, supervision and key people

The *Contractor* provides an Organogram and Curriculum Vitae's of all his Key people (both as required by the Employer and as independently stated by the *Contractor* under Contract Data Part Two) and shows how such Key people communicate with the Project Manager, the Supervisor and their delegates.

The *Contractor* employs a CSHEO, based on the Site, as a key person under ECC3 Clause 24.1.

The CSHEO reports to the PSSM in respect of issues relating to safety risk management. The CSHEO submits the CHSMP to the Project Manager for approval and ensures that the *Contractor* implements the CHSMP.

The CSHEO reports to the ProjEM on the Site in respect of issues relating to environmental management. The CSHEO submits the CEMP to the Project Manager for approval and ensures that the *Contractor* implements the CEMP.

The CSHEO tasks include but are not limited to:

- a. Reports a safety incident to the Project Manager;
- b. Reports a safety incident to the Project Manager;
- c. Attends all SHE meetings, toolbox talks, induction programmes and monitors compliance with the CHSMP;
- d. Submits daily, weekly and monthly reports and data as required by the CHSMP to the PSSM;
- e. Reports an environmental incident to the Project Manager;
- f. Undertakes daily, weekly and monthly inspections of the Site and Working Areas as required by the CEMP and submits reports to the ProjEM;
- g. Monitors compliance with the CEMP and the environmental method statements submitted to the Project Manager; and
- h. Ensures the *Contractor* clears litter from the Site and Working Areas.

The *Contractor* employs a QA/QC Manager (CQA/QCM), based on the Site, as a key person under ECC3 Clause 24.1.

The CQA/QCM reports to the Supervisor. The CQA submits the PQP to the Project Manager for approval and ensures that the *Works* meet the standards stated in the *Works* Information.

The CQA/QCM tasks include but are not limited to:

- a. Maintains the comprehensive register of documents required by the PQP;
- b. Undertakes all inspections and testing required by the PQP;
- c. Prepares and regularly updates the CDR, and
- d. The *Contractor* employs a *Contractor's* Industrial Relations Practitioner (CIRP), based on the Site, as a key person under ECC3 Clause 24.1.
- e. The CIRP ensures that all reports and Industrial Relation requests are submitted accurately and in a timely manner to the Project Manager.

The CIRP tasks include but are not limited to:

- i. 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;
- ii. The *Contractor* employs the *Contractor's* Planner (CP), based on site, as a key person under ECC3 Clause 24.1.
- iii. The CP is based on the Site and is responsible for all construction programming, planning and reporting as stated under paragraph 2.6 of this *Works* Information.

f. The CP tasks include but are not limited to:

- i. Undertakes the planning and scheduling of all activities comprising the *Works*.
- ii. Ensures the *Contractor* submits the first and all subsequently revised programmes accurately and in a timely manner to the Project Manager.
- iii. Ensures the *Contractor* submits programme narrative report to the Project Manager at weekly intervals.

6.8 Training Workshops and technology transfer

The *Contractor* facilitates the following requirements for training *Workshops*:

- a. A safety pre-mobilisation *Workshop*.
- b. *Contractor* employee safety training programme.
- c. The *Contractor* utilises local people for staffing up some of his requirements and ensures that there is adequate skills transfer taking place.

6.9 Insurance provided by the Employer

The insurance that will be provided by the Employer is as per the procedure manual contained in Part C1.

The procedure manual further details the cover to be arranged by the *Contractor* and sub*Contractors* as well as exclusions and deductibles.

The *Contractor* liaises with the Employer and the Project Manager at the Contract Date to declare the ECC3 contract details to the Employer's insurance brokers WILLIS SOUTH AFRICA (PTY) LTD.

Where the *Works* involve the assembly, erection and installation of Plant, the *Contractor* declares the full replacement value and not the value included in the ECC3 contract.

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

6.10 Contract change management

At the Contract kick off meeting, the *Contractor* will be provided with the format of the standard forms to be used for communication of Contract change management (ECC3 Clause 60).

6.11 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 contract concurrently with the execution by the Parties of the form of agreement for the ECC3 contract.

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

7 PROCUREMENT

7.1 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 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:

- a. The Transnet Procurement Procedures Manual (PPM);
- b. Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- c. The Public Finance Management Act (PFMA);
- d. The Broad Based Black Economic Empowerment Act (B-BBEE); and
- e. The Anti-Corruption Act.
- f. This code of conduct has been included in this contract to formally apprise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

7.2 The *Contractor's* Invoices

The *Contractor* is paid by electronic bank transfer within the period stated in the Contract Data.

The *Contractor* provides the Employer with his correct banking information to make the transfer.

All payments are provisional and subject to audit.

The *Contractor* preserves its records for such a period as the Department of Internal Revenue may require, but in any event for not less than five years.

When the Project Manager certifies payment (see ECC3 Clause 51.1) following an assessment date, the *Contractor* complies with the Employer's procedure for invoice and statement submission.

Timing and procedure for submitting invoices will be presented at the kick-off meeting following award.

The invoice and statement 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:

- a. Invoice addressed to Transnet Limited;
- b. Transnet Limited's VAT No:
- c. Invoice number;
- d. The *Contractor's* VAT Number; and
- e. The Contract number [].
- f. The invoice contains the supporting detail
- g. The invoice is presented either by post or by hand delivery

Where applicable the invoice contains the following supporting detail;

- a. A statement of invoices,
- b. Escalation is calculated on a separate sheet and presented to the Project Manager for acceptance,
- c. The amount paid to date,
- d. Retention monies to be deducted from the invoice,
- e. Interest payable,
- f. Escalation formula used,
- g. Settlement discount, and
- h. Proof of ownership of materials supplied.
- i. Copies of delivery notes of equipment
- j. Summary sheet of manning
- k. Summary of progress covered by invoice
- l. The invoice is presented as an original.

7.3 People

Suitably qualified and certified persons are allocated to tasks.

7.4 Subcontracting

Contractor does not employ or bring a *SubContractor* onto the Site and/or Working Areas without the prior approval of the Project Manager.

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 CHSMP (described under paragraph 5.3 of the *Works* Information) and the CEMP (described under paragraph 5.4 of the *Works* Information) as appropriate and that the subcontract documentation places back-to-back obligations on the *SubContractor* which reflect the *Contractor*'s obligations under the CHSMP, CEMP and PQP.

The *Contractor* ensures that a *SubContractor* complies fully with the *Contractor*'s Quality Management System (as described under paragraph 5.5 of the *Works* Information). Quality system requirements are applied on all subcontracts to the point where the acceptability of supplies can be demonstrated solely by the conduct of inspection and/or examination of goods upon receipt at the designated point of delivery.

7.5 Plant and Materials

The *Contractor* provides all Plant and Materials for inclusion in the *Works* in accordance with the *Works* Information.

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 the specifications stated and notifies the Project Manager and the Supervisor on each occasion where replacement is required.

The Employer provides no "free issue" Plant and Materials.

7.6 Tests and inspections before delivery

At the discretion of the Project Manager some equipment and components is inspected at place of manufacturer before it is delivered to site.

PART 4: SITE INFORMATION FOR THE REPAIR OF OUTER CAISSON SEALING AND CORROSION PROTECTION

1. Description of the Site and its surroundings

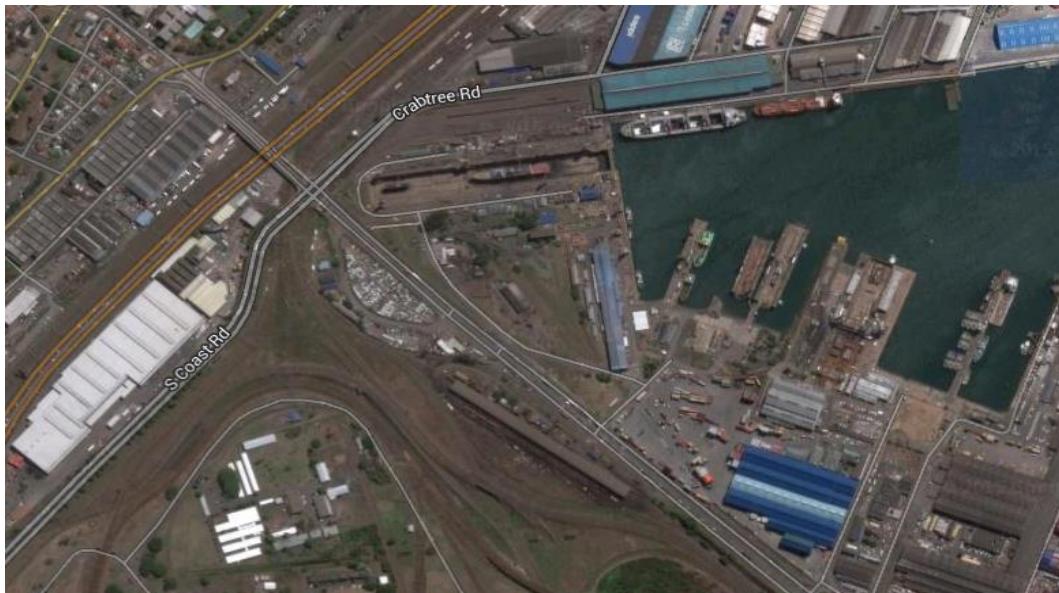


Figure 1:Ship Repair

1.1. General description

Durban Prince Edward Graving Dock site is located at the Port of Durban, corner of South Coast Road and Bayhead Road. The Graving Dock is a mass concrete structure that is drained of water to allow the inspection and repair of a ship's hull. The Durban Prince Edward Graving Dock has the following dimensions:

- Overall docking length: 352,04 m
- Length on keel block: 327,66 m
- Length on bottom: 352,04 m
- Width at entrance top: 33,52 m
- Width at coping: 42,21 m

The Dry Dock has Caissons that are used for closing off the dock from the bay so that vessels can be docked for repairs. The Durban dry-dock has two caissons, an inner and an outer caisson. The inner caisson closes off the inner dock and the outer caisson closes off the outer dock and a common dock. The outer caisson is 35 meters long, 14 meter in height and 6 meter wide. It weighs

approximately 900 ton. It will be removed from its operating position and is currently moved and positioned at the back of the dock and will be supported at an upright position for inspection and rehabilitation.

Prospective contractors shall attend the site inspection and acquaint themselves with the nature of the works, the condition under which the work is to be performed, and the means of access to site, any limitations, or other authorities and in general will all matters that may influence or affect the contractor.

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

The Dry Dock has two operational cranes on the South and Northern side. The cranes are used for ship repair operation.