

**Transnet National Ports Authority**

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR PROPOSAL (RFP)**

**UPGRADE OF THE ISLAND VIEW SEA WALLS AT THE PORT OF DURBAN**

<b>RFP NUMBER</b>	<b>: TNPA/2023/09/0010/42699/RFP</b>
<b>ISSUE DATE</b>	<b>: 04 MARCH 2024</b>
<b>COMPULSORY CLARIFICATION MEETING AND SITE VISIT</b>	<b>: 12 &amp; 13 MARCH 2024</b>
<b>CLOSING DATE</b>	<b>: 24 APRIL 2024</b>
<b>CLOSING TIME</b>	<b>: 16H00</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 WEEKS AFTER THE CLOSING DATE</b>

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# **The Tender**

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## **Part T1: Tendering Procedures**

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

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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 UPGRADE OF THE ISLAND VIEW SEA WALLS AT THE PORT OF DURBAN
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE.</b>

<p><b>COMPULSORY TENDER CLARIFICATION MEETING AND SITE VISIT</b></p>	<p>A Compulsory Tender Clarification Meeting will be conducted at <b>Queens Warehouse, 237 Mahatma Gandhi Road, Durban. First Floor in Queen Boardroom on the 12 March 2024 at 10:00am [10 O'clock]</b> for a period of ± 3 (three) 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><i><b>The relevant persons attending the site visit must bring copies of their identity documents, passports or driver's licences on the day of the briefing for access control gates.</b></i></p>
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	<p><b>Compulsory Site visit will take place on 13 March 2024 at 10:00 am on site, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers to bring the representative Identity Document/Card (RSA ID or Passport)</li> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> </ul> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> Tender clarification meeting.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender clarification meeting will be disqualified.</b></p>
<p><b>CLOSING DATE</b></p>	<p><b>16h00 on 24 April 2024</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>No late tender submissions will be accepted.</b></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.

2.1 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;



- 2.1 Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- 2.2 Click on "SIGN IN/REGISTER" - to sign in if already registered;
- 2.3 Toggle (click to switch) the "Log an Intent" button to submit a bid;
- 2.4 Submit bid documents by uploading them into the system against each tender selected.
- 2.5 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.**
- 2.6 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.
- 2.7 Submissions must not contain documents relating to any Tender other than that shown on the submission.

### **3. CONFIDENTIALITY**

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

### **4. DISCLAIMERS**

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





- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-25], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:



- *unduly high or unduly low tendered rates or amounts in the tender offer;*
- *contract data of contract provided by the tenderer; or*
- *the contents of the tender returnables which are to be included in the contract.*

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



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

# “HOW TO” GUIDE FOR BIDDERS

REGISTER ON ETENDER PORTAL

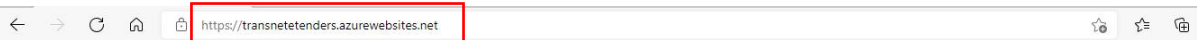
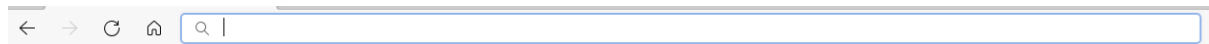
ACCESS TENDERS

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

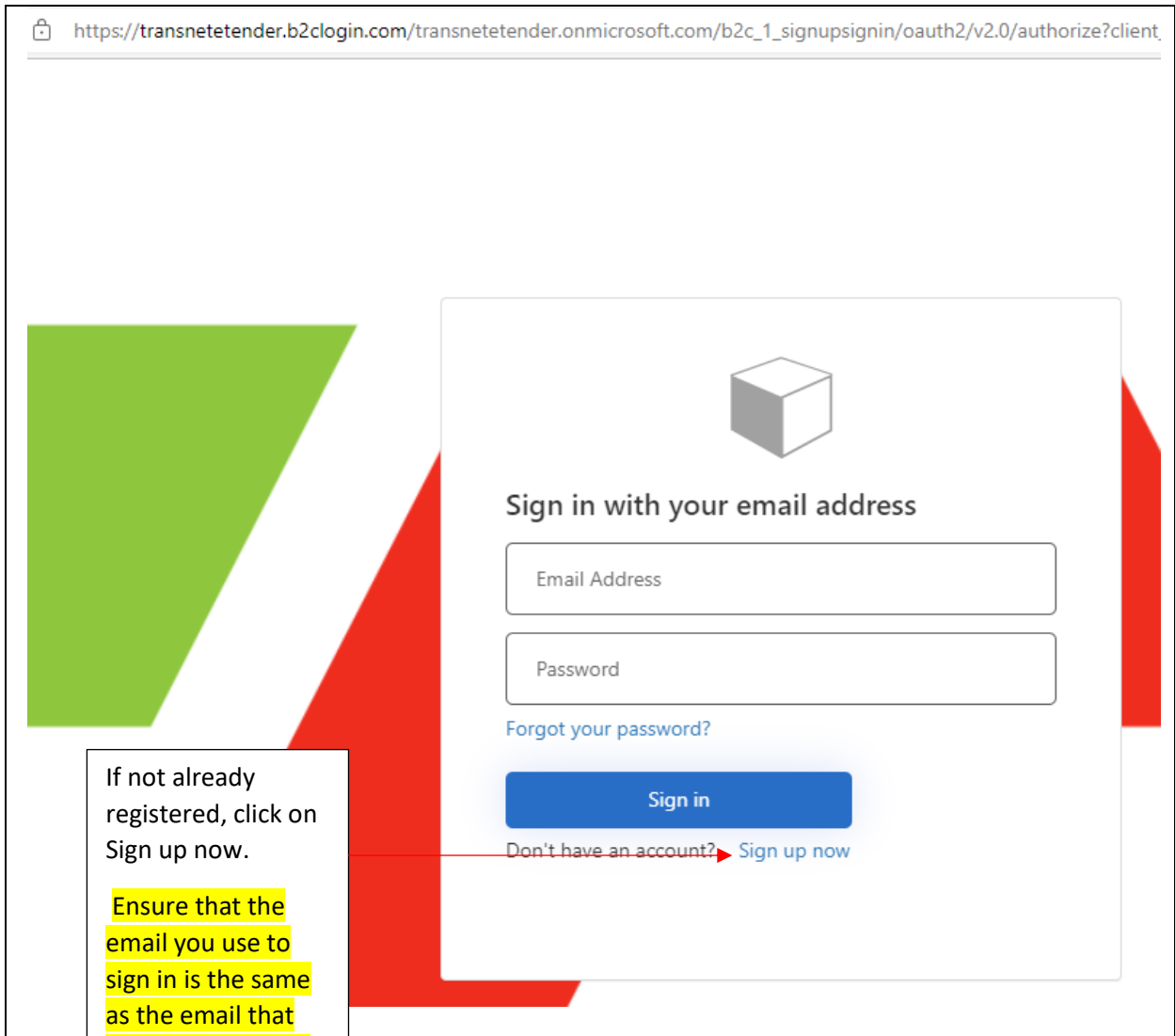
## TENDERERS TO NOTE WHEN UPLOADING DOCUMENTS TO ONLY USE ALPHA NUMERIC AND NO SPECIAL CHARACTERS TO BE USED

Go to Google Chrome 

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



https://transnetetender.b2clogin.com/transnetetender.onmicrosoft.com/b2c\_1\_signupsigin/oauth2/v2.0/authorize?client



### Sign in with your email address


[Forgot your password?](#)

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

If not already registered, click on Sign up now.

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

< Cancel



Email Address

Send verification code

New Password

Confirm New Password

Given Name

Organization Name

Surname

Central Supplier Database Number

Company Registration Number

Country/Region

Country/Region

Secondary Email Address

State/Province

Street Address

Postal Code

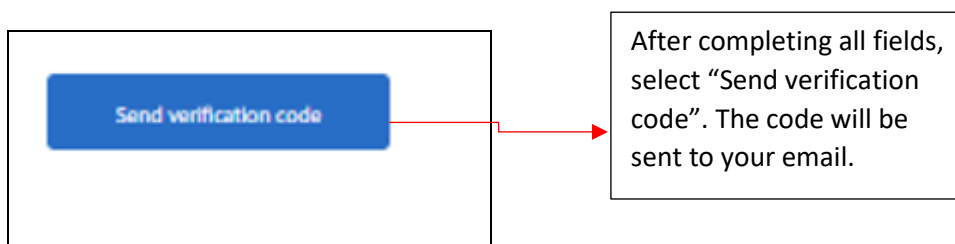
Display Name

Create

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

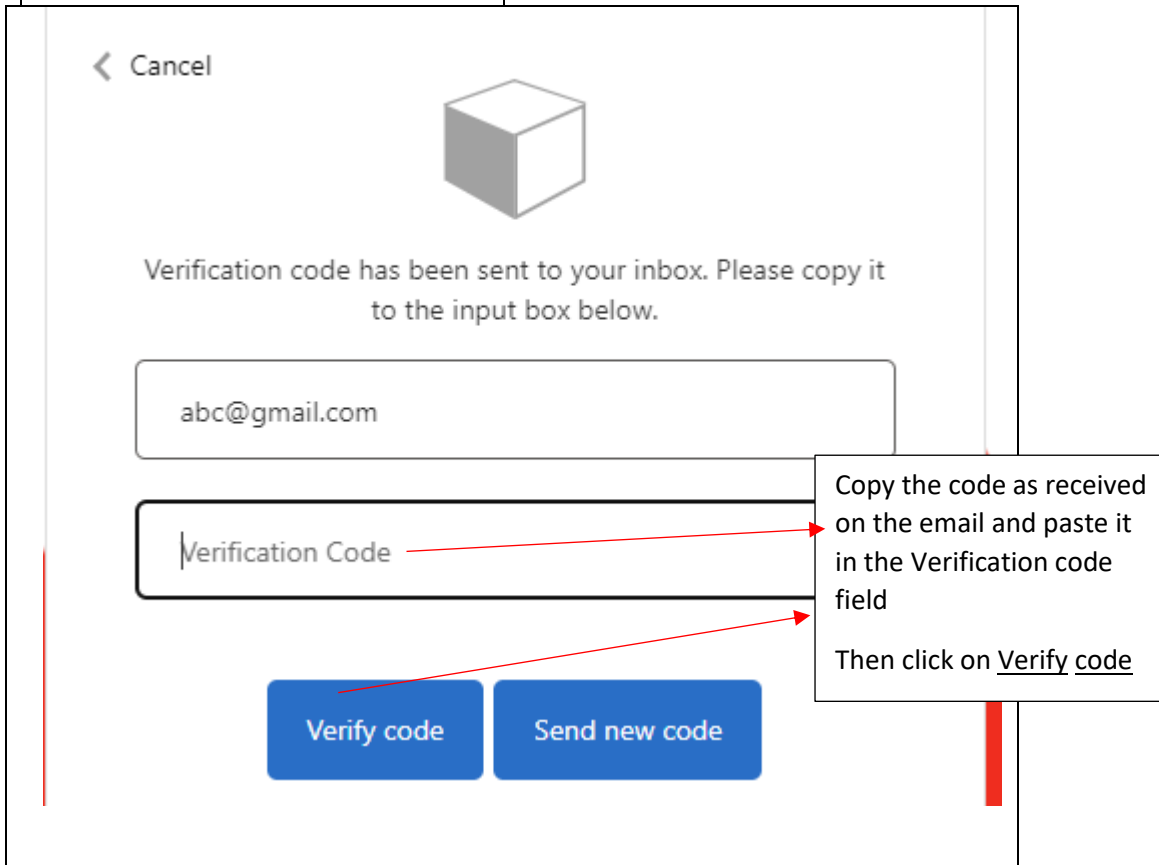
**VERY IMPORTANT: Each field needs to be completed and not to be left blank**

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



Send verification code

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



< Cancel

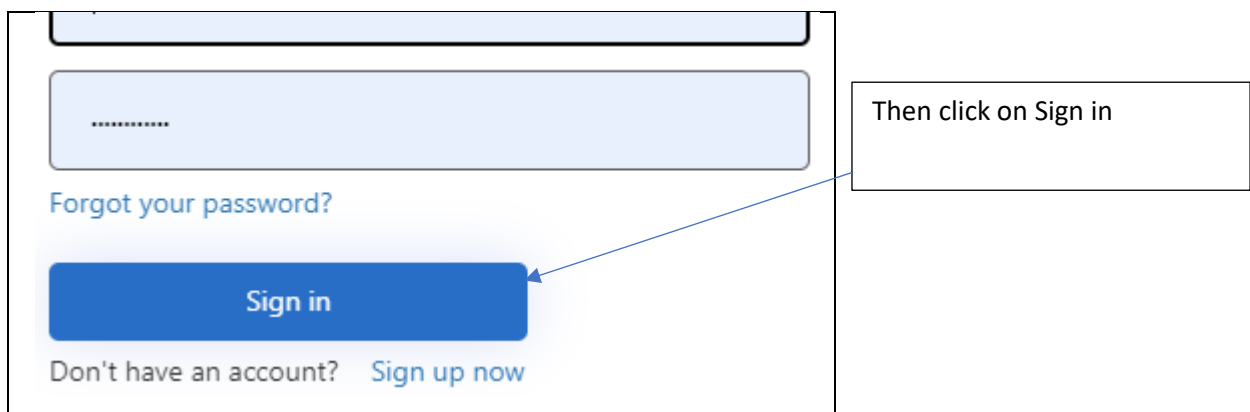
Verification code has been sent to your inbox. Please copy it to the input box below.

abc@gmail.com

Verification Code

Verify code Send new code

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



.....

Forgot your password?

Sign in

Don't have an account? Sign up now

Then click on Sign in

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

TRANSNET



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

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

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

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

### ADVERTISED TENDERS

Open Tenders Other Tenders

Show  entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status
------------------	-------------	-------------	------------------	--------------	---------------

To view / search for tenders, click on ADVERTISED TENDERS



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

File Message Help Tell me what you want to do

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

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

SRV-TCC-Etender  
To noreply@transnet.net

This message was sent with Low importance.

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

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

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

Kind Regards,  
Transnet eTenders

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

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

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

## ADVERTISED TENDERS

Open Tenders Other Tenders

Show  entries Search:

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

When signed in, select "ADVERTISED TENDERS".

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

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

### ADVERTISED TENDERS

Open Tenders Other Tenders

Show  entries Search:

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

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

### ADVERTISED TENDERS

Open Tenders Other Tenders

Show  entries Search: TE/2022/04/0697/RFQ

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

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

### ADVERTISED TENDERS

Open Tenders Other Tenders

Show  entries Search: TE22-SRX-1FG-02068

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

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

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

The screenshot shows the 'TENDER DETAILS' page. The top navigation bar includes 'HOME', 'ADVERTISED TENDERS', 'MY SUBMITTED INTENTS', 'MY BID DOCUMENT SUBMISSIONS', 'CONTACT', 'WELCOME TESTING', and 'SIGN OUT'. The main content area is titled 'TENDER DETAILS' and contains a 'Tender Details' tab. The details are as follows:

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

On the right side, there is a 'Briefing Session' section with a 'Closing Date' of 4/13/2022 10:00:00 AM. Below this is an 'Attachments' section with four items: 2.14 Standard Terms and Conditions of Contract, 2.18 Supplier Integrity Pact\_April 2020\_v1.pdf, 2.19 Non Disclosure Agreement\_April 2020\_v1.pdf, and 2.9 Request for Quotations TE22-SRX-1FG-02068. At the bottom right, there is a 'Log An Intent To Bid' toggle switch which is currently turned off.

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

This screenshot shows the same 'TENDER DETAILS' page as above, but with the 'Log An Intent To Bid' toggle switch turned on. Below the toggle, two buttons are visible: 'Submit Intent' and 'Cancel'. The rest of the page content, including the tender details and attachments, remains the same.

**Tender Details**

**Tender Reference Number**

**Name Of Tender**

**Description**

**Tender Type** RFQ

**Contact Person** Charl du Preez Transnet Engineering  
SLR

**Contact Person Email Address** Charl.duPreez@transnet.net

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

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

**Briefing Date And Time**

**Briefing Details**

**Location Of Service**

**Name Of Institution**

**Tender Category**

**Tender Status**

**Intent to Bid**

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

[Close](#)

**Briefing Session**

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

**Attachments**

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

**Log An Intent To Bid**

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

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

delivering freight reliably

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

## MY SUBMISSION INTENTS

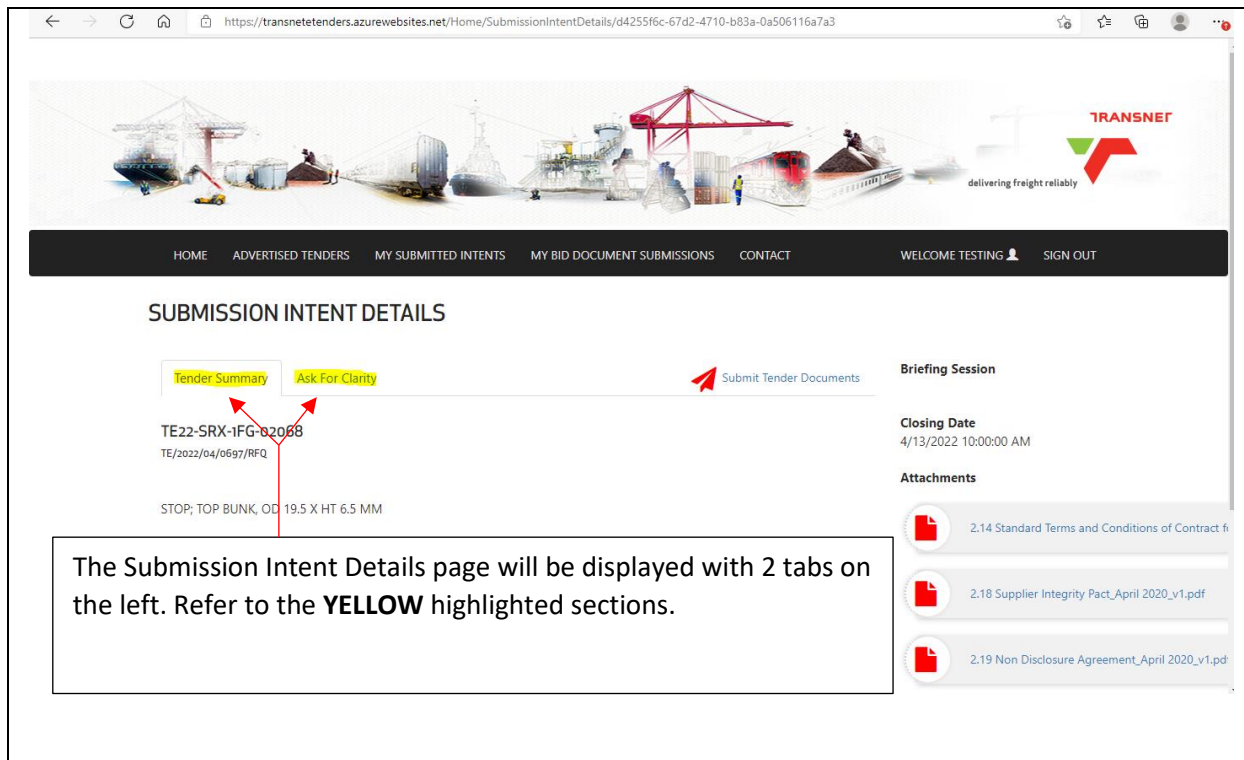
Show  entries

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

Showing 1 to 1 of 1 entries

Previous 1 Next

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



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

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

### SUBMISSION INTENT DETAILS

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

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

STOP, TOP BUNK, OD 19.5 X HT 6.5 MM

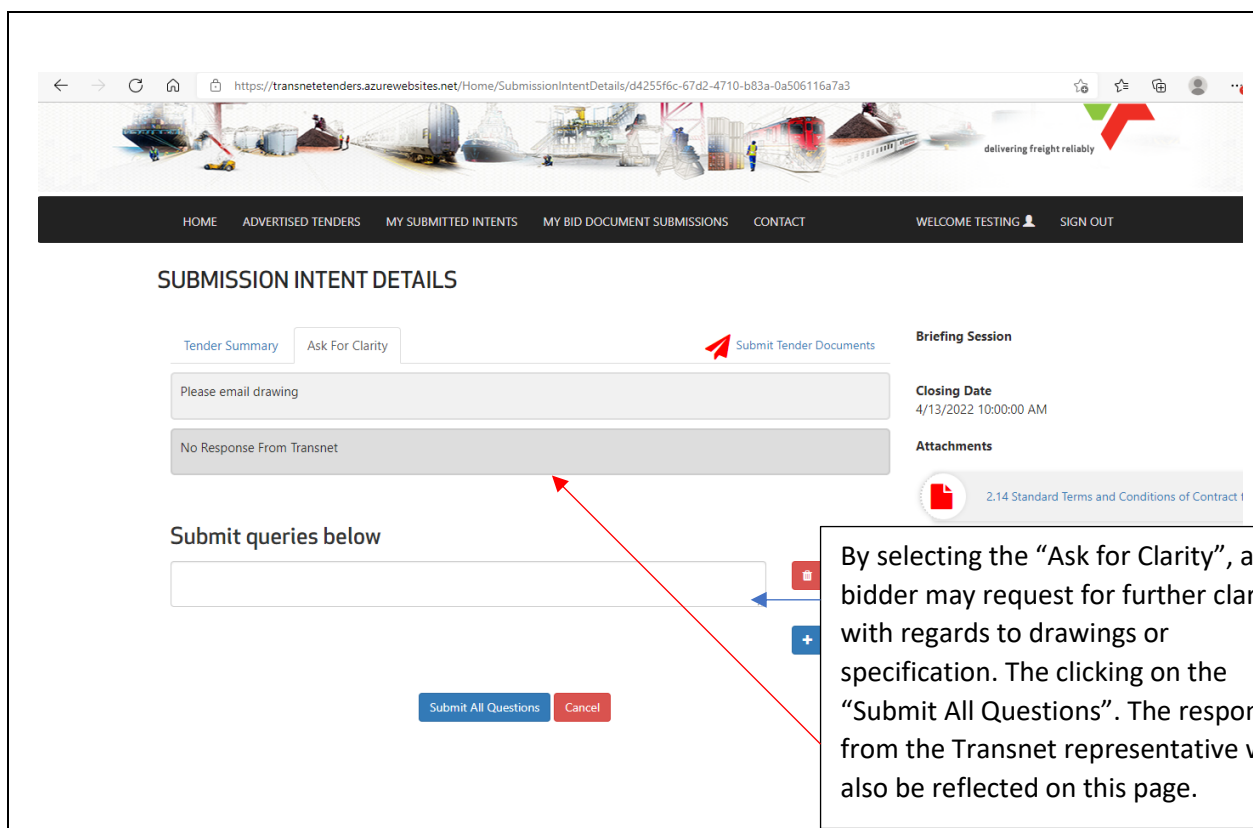
**Briefing Session**

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

**Attachments**

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact\_April 2020\_v1.pdf
- 2.19 Non Disclosure Agreement\_April 2020\_v1.pdf

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



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

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

### SUBMISSION INTENT DETAILS

Tender Summary Ask For Clarity Submit Tender Documents

Please email drawing

No Response From Transnet

**Briefing Session**

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

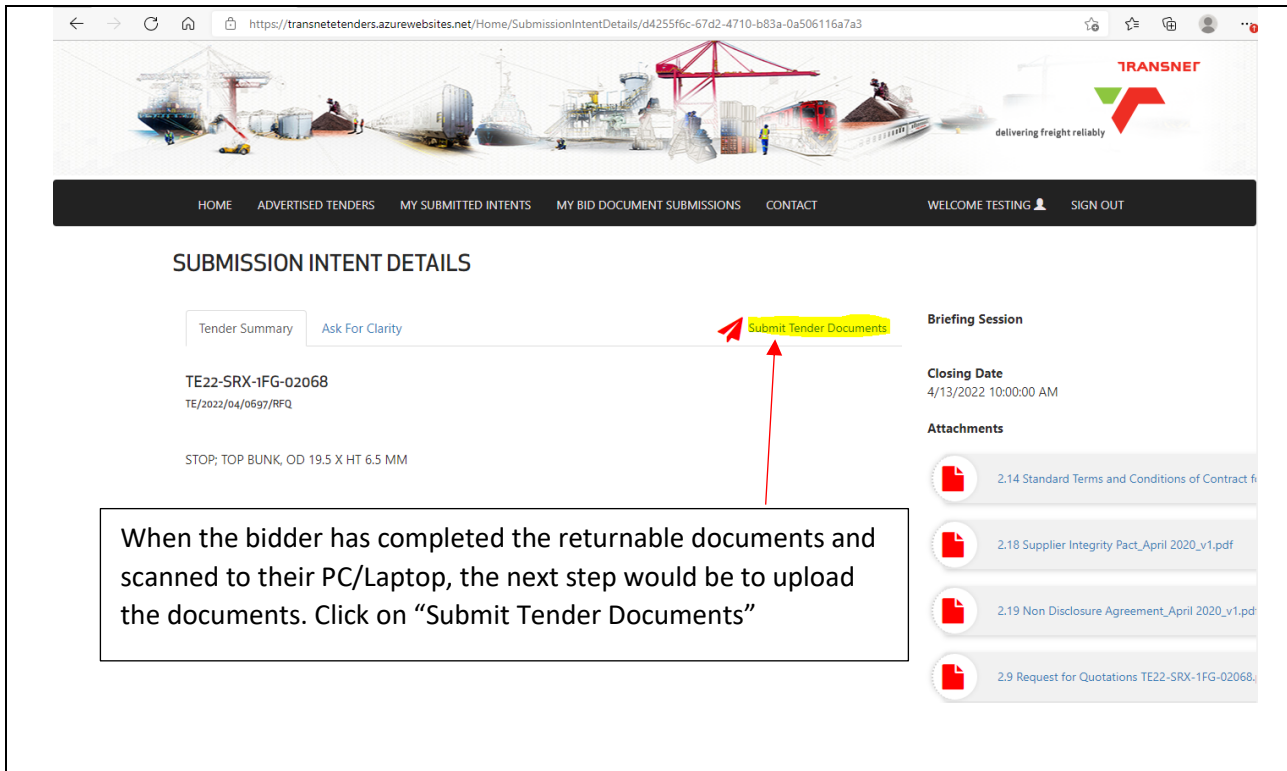
**Attachments**

- 2.14 Standard Terms and Conditions of Contract 1

Submit queries below

Submit All Questions Cancel

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



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

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

### SUBMISSION INTENT DETAILS

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

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

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

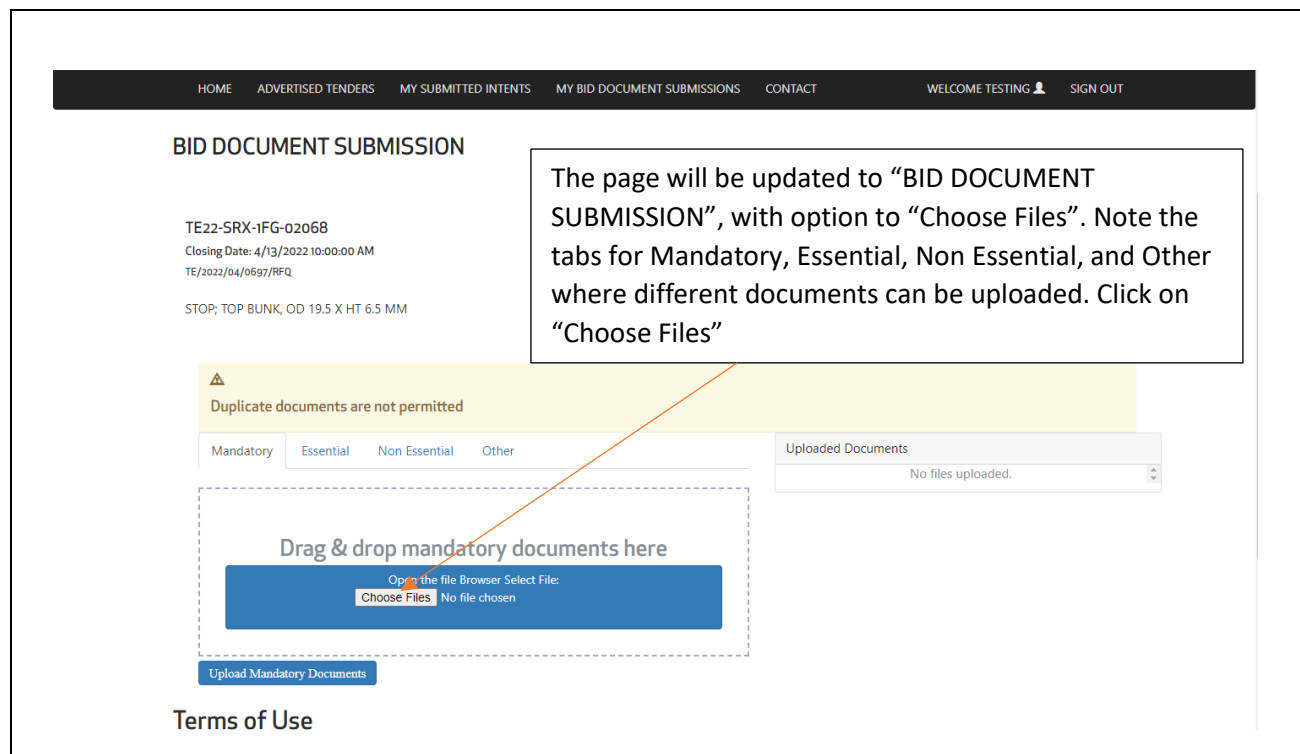
**Briefing Session**

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

**Attachments**

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

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



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

### BID DOCUMENT SUBMISSION

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

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

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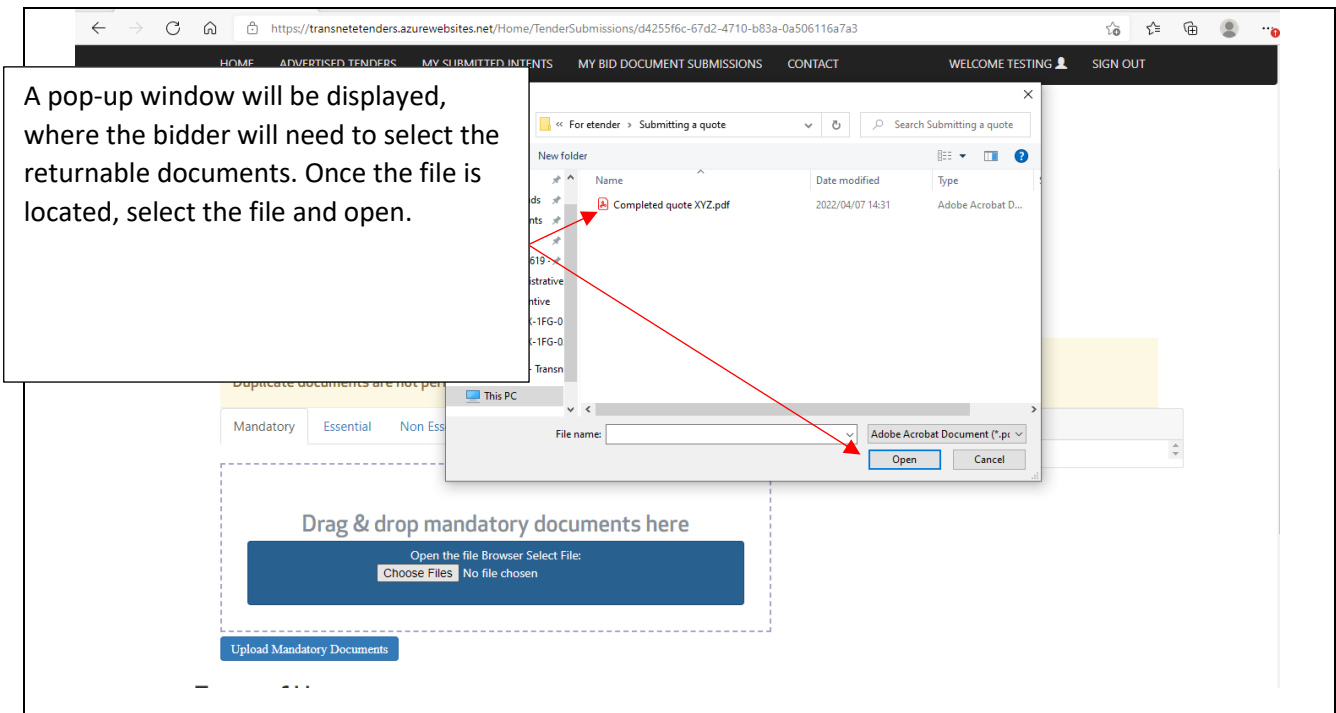
Drag & drop mandatory documents here

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

Upload Mandatory Documents

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

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



**BID DOCUMENT SUBMISSION**

TE22-SRX-1FG-02068  
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Duplicate documents are not permitted

Mandatory Essential Non Essential Other

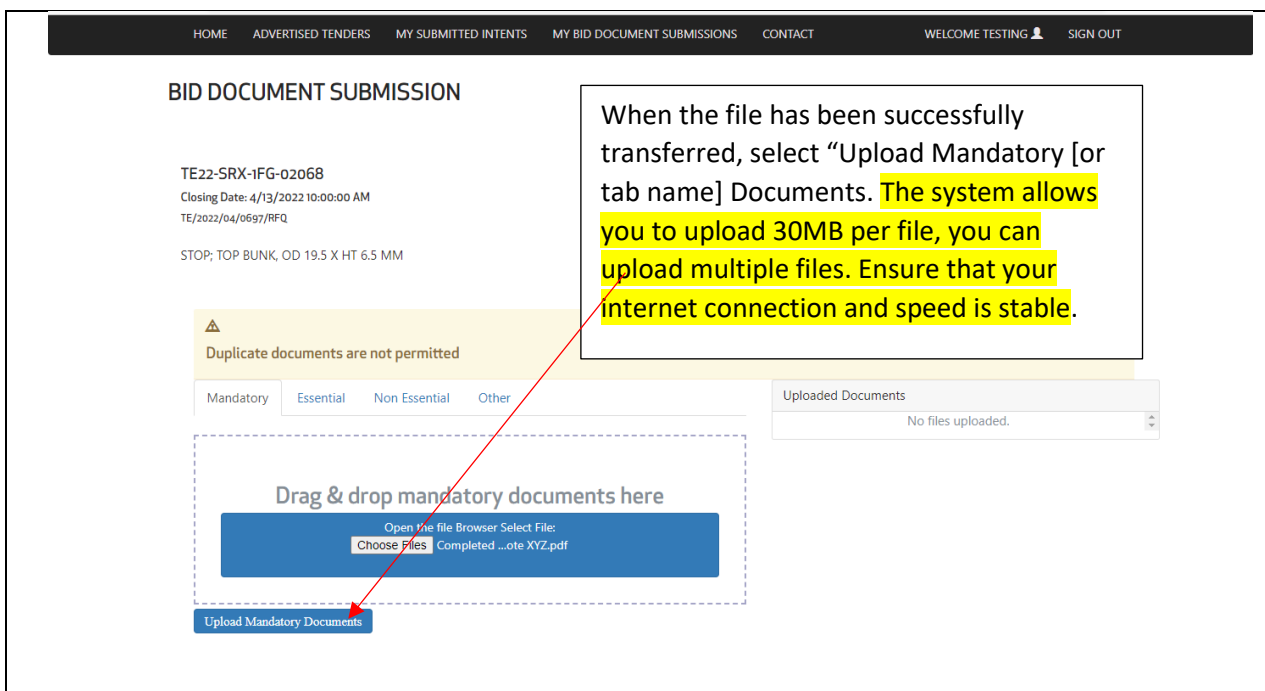
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Open the file Browser Select File:  
 Choose Files Completed ...ote XYZ.pdf

Upload Mandatory Documents

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



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Choose Files No file chosen

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Uploaded Documents

Completed quote XYZ.pdf - Document Type: Mandatory Documents


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

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### MY BID DOCUMENT SUBMISSIONS

Show 10 entries Search:

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

Showing 1 to 1 of 1 entries

Previous 1 Next

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



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## **T1.2 Tender Data**

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## 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](http://www.cidb.org.za)).

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

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

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

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	Part C4: Site information	C4.1 Site information
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C.1.4	The Employer's agent is:	Nomvula Makeleni Vundla
	E – mail:	<a href="mailto:TENDERENQUIRIESPDU@TRANSNET.NET">TENDERENQUIRIESPDU@TRANSNET.NET</a>

---

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

- 1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting and Compulsory site visit:**

An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7
- 2. Stage Two - Eligibility in terms of the Construction Industry Development Board:**
  - a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **9CE** class of construction work, are eligible to have their tenders evaluated.
  - b) Joint Venture (JV)

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

    1. every member of the joint venture is registered with the CIDB;
    2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
    3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **9CE** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.

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

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

### 3. Stage Three - Functionality:

Tenderers who meet the eligibility criteria will be evaluated on functionality and they must obtain the minimum qualifying score to be evaluated further in terms of the applicable preference point system. The minimum qualifying for score for functionality is 60 points.

The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion is as stated in C3.11 below.

***Any tenderer that fails to meet the stipulated minimum technical functionality points will not be considered further.***

### 4. Stage Four – Preference Points System

Tenderers who obtain the minimum qualifying score for functionality of 60 points will be evaluated further in terms of the preference point system. The evaluation criteria for measuring specific goals are stated in C3.12 below.

---

C.2.7 The arrangements for a compulsory tender 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 Compulsory Tender Clarification Meeting and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorised representative.

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C.2.12 No alternative tender offers will be considered.

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

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

C2.15.1

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number:
- The Tender Description

Documents must be marked for the attention of:

***Employer's Agent: Nomvula Makeleni Vundla***

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

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

Time: **16:00pm** on the **24 April 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.

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.  
**Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in 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

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

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

**Functionality Criteria**

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
<b>T2.2-04  Qualification and Experience of Key Persons</b>	Relevant experience for the following key persons:  <b>Senior Site Managers</b> <ul style="list-style-type: none"> <li>- Contracts Manager</li> <li>- Construction Manager</li> <li>- Senior Commercial Manager</li> <li>- Planner</li> <li>- General Foreman</li> </ul> <b>Site Officers</b> <ul style="list-style-type: none"> <li>- Quality Officer</li> <li>- Environmental Officer</li> <li>- Health and Safety Officer</li> <li>- Document Controller</li> </ul>	10	<b>15</b>
	Specific experience related to managing a contract based on the NEC 3 ECC conditions of contract for the following key persons:  <b>Senior Site Managers</b> <ul style="list-style-type: none"> <li>- Contracts Manager</li> <li>- Construction Manager</li> <li>- Senior Commercial Manager</li> <li>- Planner</li> </ul>	5	

<p><b>T2.2-05 Previous Experience</b></p>	<p>Tenderers are required to demonstrate their experience in the delivery of similar projects, areas, conditions, and circumstances in relation to the Works Information in the last 10 years, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and valid Completion Letters/Certificates</p>		
	<p>Previous experience in the <b>Construction of Marine Infrastructure projects:</b></p> <p>Construction of Jetty structures, Quay walls, including dredging and reclamation, scour protection and revetment.</p>	<p>10</p>	<p><b>20</b></p>
	<p>Previous experience in the <b>Construction of Shore Protection Structures projects:</b></p> <p>Construction of Seawalls, Revetments, Breakwaters, Gabions, Groynes, and other similar structures.</p>	<p>7</p>	
	<p>Previous experience in the <b>Construction of Bulk Services projects:</b></p> <p>Construction/Installation of services such as water, sewer, stormwater, firefighting infrastructure etc.</p>	<p>3</p>	
<p><b>T2.2-06 Approach Paper</b></p>	<p>The approach paper should articulate what the Tenderer will provide in achieving the stated objectives for the project and demonstrate alignment to his proposed Programme. Tenderers to also exhibit a clear understanding of the project and has shown a concise method statement for all activities incorporating best practice.</p> <p>The approach paper shall include as a minimum but not limited to the following <b>key activities</b> (the <i>Contractor</i> must refer to the works information for a full description of the scope of the works):</p> <ol style="list-style-type: none"> <li><b>1. Loading and Transportation of Rock Material</b></li> <li><b>2. Construction of revetment (from waterside)</b></li> <li><b>3. Extension of stormwater outlets</b></li> </ol>		<p><b>20</b></p>

	<b>4. Diving activities</b> <b>5. Placement of rock material under the deck-on-pile structures</b> <b>6. Multibeam Surveys</b>		
	<b>Technical Approach</b>	15	
	<b>Execution of Key Activities Well Articulated</b>	5	
<b>T2.2-07 Programme</b>	<p>The tenderer shall provide the proposed programme detailed to minimum of level 4 showing as a minimum the following: -</p> <p>Project program to indicate the logical order and timelines of all activities as per the scope of work.</p> <p>Program (Schedule of work) to detail each activity and its durations in the form of Gantt chart.</p> <p>Level 4 (Construction schedule) with the following requirements:</p> <ol style="list-style-type: none"> <li>1. Work breakdown structure in logical order,</li> <li>2. Durations and dates for all work is shown,</li> <li>3. Key milestones and critical paths in MS project/primavera format and Basis of schedule aligned with the programme</li> </ol>	10	<b>10</b>
<b>T2.2-08 Quality Management</b>	<b>Project Quality Plan (as per QAL-STD-0001)</b>	5	<b>10</b>
	<b>Quality Control Plans (as per QAL-STD-0001)</b>	4	
	<b>Quality Policy</b>	1	
<b>T2.2-09 Health and Safety Requirements</b>	<b>Policy (State points allocated)</b>	1	<b>15</b>
	<b>Roles &amp; Responsibilities</b>	2	
	<b>Overview of the Baseline risk assessment</b>	4	
	<b>Safety Questionnaire</b>	6	





	<b>Cost Breakdown Sheet</b>	2	
<b>T2.2-10 Environmental Management</b>	<b>Environmental Management Plan</b>	8	<b>10</b>
	<b>Environmental Policy</b>	2	
<b>Maximum possible score for Functionality</b>			<b>100</b>

C.3.12. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 90/10 preference points systems as described in Preferential Procurement Regulations.

90 where the financial value of one or more responsive tenders received have a value above R50 million, inclusive of all applicable taxes.

Thresholds	Minimum Threshold
Technical / functionality	60

Evaluation Criteria	Final Weighted Scores
Price	90
Specific goals	10
<b>TOTAL SCORE:</b>	<b>100</b>

Up to 10 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 Goals	Number of points allocated (10)
B-BBEE Status Level of contributor 1 or 2	3.00
The promotion of enterprises located in eThekweni Metropolitan Municipality for work to be done or services to be rendered in that Municipality	2.00
The promotion of supplier development through subcontracting.	5.00



<p>The below portions must be subcontracted to/with EME's and/or QSE's who are 51% owned by black people, youth, woman or disabled people:</p> <ul style="list-style-type: none"> <li>• 100% of the value of the Sourcing of rock material from the quarry and deliver to the work site contract,</li> <li>• 30% of the value of the Placement of armour rock to and</li> <li>• 100% of the value of supply and install the different size stormwater pipes to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people.</li> </ul>	
<p>Non-Compliant and/or B-BBEE Status Level 3-8 contributors</p>	<p>0</p>

**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
<p>B-BBEE Status Level of Contributor 1 or 2</p>	<p>1. B-BBEE Certificate / Sworn-Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline</p>
<p>The promotion of enterprises located in eThekweni Metropolitan Municipality for work to be done or services to be rendered in that Municipality</p>	<p>1. CIPC – B-BBEE Certificate / Sworn-Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and 2. Proof of Registered address of the entity</p>
<p>The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to/with EMEs and /or QSEs 51% owned by black people, youth, women (30% owned) or disabled people owned.</p>	<p>1. Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guidelines. 2. Certified copy of ID Documents of the owners of the subcontractors, and 3. B-BBEE Certificate/ Affidavit of the subcontracting entities.</p>



The maximum points for this bid are allocated as follows:

<u>DISCRIPTION</u>	<u>POINTS</u>
PRICE	90
SPECIFIC GOALS 1. B-BBEE Status Level of contributor Level 1 or 2 <b>(3 points)</b> 2. The promotion of enterprises located in eThekweni Metropolitan Municipality for work to be done or services to be rendered in that Municipality. <b>(2 points)</b> 3. The promotion of supplier development through subcontracting 4. The following portions must be subcontracted to/with EME's and/or QSE's who are 51% owned by black people, youth, woman or disabled people: <ul style="list-style-type: none"> <li>• 100% of the value of the Sourcing of rock material from the quarry and deliver to the work site contract,</li> <li>• 30% of the value of the Placement of armour rock to and</li> <li>• 100% of the value of supply and install the different size stormwater pipe. <b>(5 points)</b></li> </ul>	10
Total points for Price and Specific Goals must not exceed	100

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters; 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.

3. 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;

- a) The bidder(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
- b) There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact (T2.2-28).
- c) The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
- d) The appointment of the bidder would result in a negative impact on Transnet's Return on Investment;
- e) It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;
- f) The tenderer or its members, directors, partners:
  - Is under restrictions as contemplated in the Integrity Pact (T2.2-28),
  - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;
- g) In relation to the proposed contract, a due diligence exercise to validate the bidder's proposal that demonstrate that it 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;
- h) has no legal capacity to enter into the contract;
- i) is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs



administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;

- j) does not comply with the legal requirements, if any, stated in the tender data; and
  - k) is not able 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).

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## Annex C

### Standard Conditions of Tender

#### C.1 General

##### C.1.1 Actions

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

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

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

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

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

##### C.1.2 Tender Documents

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

##### C.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

### **C.2.1 Eligibility**

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

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

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

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

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

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

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

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

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

**C.2.5 Reference documents**

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

**C.2.6 Acknowledge addenda**

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

**C.2.7 Clarification meeting**

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

**C.2.8 Seek clarification**

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

**C.2.9 Insurance**

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

**C.2.10 Pricing the tender offer**

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

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

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

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

**C.2.11 Alterations to documents**

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

**C.2.12 Alternative tender offers**

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

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

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

**C.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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

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

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

**C.2.15 Closing time**

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

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

**C.2.16 Tender offer validity**

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

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

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

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

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

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

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

**C.2.18 Provide other material**

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

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

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

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

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

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

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

**C.2.21 Check final draft**

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

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

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

**C.2.23 Certificates**

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

**C.3 The employer's undertakings****C.3.1 Respond to requests from the tenderer**

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

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

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

**C.3.2 Issue Addenda**

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

**C.3.3 Return late tender offers**

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

**C.3.4 Opening of tender submissions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C.3.11 Evaluation of tender offers**

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

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

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

Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.
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**The activities associated with evaluating tender offers are as follows:**

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

**C.3.11.1 General**

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

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

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

**C.3.13 Acceptance of tender offer**

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

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

**C.3.14 Prepare contract documents**

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

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



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

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

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

**C.3.16 Registration of the award**

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

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

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

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

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

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## **T1.2 Tender Data**

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## 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](http://www.cidb.org.za)).

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

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

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

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	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:  E – mail:	Nomvula Makeleni Vundla  <a href="mailto:TENDERENQUIRIESPDU@TRANSNET.NET">TENDERENQUIRIESPDU@TRANSNET.NET</a>

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

- 1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting and Compulsory site visit:**  
An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7
- 2. Stage Two - Eligibility in terms of the Construction Industry Development Board:**
  - a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **9CE** class of construction work, are eligible to have their tenders evaluated.
  - b) Joint Venture (JV)  
Joint ventures are eligible to submit tenders subject to the following:
    1. every member of the joint venture is registered with the CIDB;
    2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
    3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **9CE** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.  
The tenderer shall provide a certified copy of its signed joint venture agreement.

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

### 3. Stage Three - Functionality:

Tenderers who meet the eligibility criteria will be evaluated on functionality and they must obtain the minimum qualifying score to be evaluated further in terms of the applicable preference point system. The minimum qualifying for score for functionality is 60 points.

The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion is as stated in C3.11 below.

***Any tenderer that fails to meet the stipulated minimum technical functionality points will not be considered further.***

### 4. Stage Four – Preference Points System

Tenderers who obtain the minimum qualifying score for functionality of 60 points will be evaluated further in terms of the preference point system. The evaluation criteria for measuring specific goals are stated in C3.12 below.

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C.2.7 The arrangements for a compulsory tender 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 Compulsory Tender Clarification Meeting and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorised representative.

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C.2.12 No alternative tender offers will be considered.

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

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

C2.15.1

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number:
- The Tender Description

Documents must be marked for the attention of:

***Employer's Agent: Nomvula Makeleni Vundla***

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

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C.2.15 The closing time for submission of tender offers is:  
Time: **16:00pm** on the **24 April 2024**  
Location: The Transnet e-Tender Submission Portal:  
(<https://transnetetenders.azurewebsites.net>);

**NO LATE TENDERS WILL BE ACCEPTED**

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.  
**Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in 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

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

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

**Functionality Criteria**

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
<b>T2.2-04  Qualification and Experience of Key Persons</b>	Relevant experience for the following key persons: <b>Senior Site Managers</b> <ul style="list-style-type: none"> <li>- Contracts Manager</li> <li>- Construction Manager</li> <li>- Senior Commercial Manager</li> <li>- Planner</li> <li>- General Foreman</li> </ul> <b>Site Officers</b> <ul style="list-style-type: none"> <li>- Quality Officer</li> <li>- Environmental Officer</li> <li>- Health and Safety Officer</li> <li>- Document Controller</li> </ul>	10	<b>15</b>
	Specific experience related to managing a contract based on the NEC 3 ECC conditions of contract for the following key persons: <b>Senior Site Managers</b> <ul style="list-style-type: none"> <li>- Contracts Manager</li> <li>- Construction Manager</li> <li>- Senior Commercial Manager</li> <li>- Planner</li> </ul>	5	

<p><b>T2.2-05 Previous Experience</b></p>	<p>Tenderers are required to demonstrate their experience in the delivery of similar projects, areas, conditions, and circumstances in relation to the Works Information in the last 10 years, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and valid Completion Letters/Certificates</p>		
	<p>Previous experience in the <b>Construction of Marine Infrastructure projects:</b></p> <p>Construction of Jetty structures, Quay walls, including dredging and reclamation, scour protection and revetment.</p>	<p>10</p>	<p><b>20</b></p>
	<p>Previous experience in the <b>Construction of Shore Protection Structures projects:</b></p> <p>Construction of Seawalls, Revetments, Breakwaters, Gabions, Groynes, and other similar structures.</p>	<p>7</p>	
	<p>Previous experience in the <b>Construction of Bulk Services projects:</b></p> <p>Construction/Installation of services such as water, sewer, stormwater, firefighting infrastructure etc.</p>	<p>3</p>	
<p><b>T2.2-06 Approach Paper</b></p>	<p>The approach paper should articulate what the Tenderer will provide in achieving the stated objectives for the project and demonstrate alignment to his proposed Programme. Tenderers to also exhibit a clear understanding of the project and has shown a concise method statement for all activities incorporating best practice.</p> <p>The approach paper shall include as a minimum but not limited to the following <b>key activities</b> (the <i>Contractor</i> must refer to the works information for a full description of the scope of the works):</p> <ol style="list-style-type: none"> <li><b>1. Loading and Transportation of Rock Material</b></li> <li><b>2. Construction of revetment (from waterside)</b></li> <li><b>3. Extension of stormwater outlets</b></li> </ol>		<p><b>20</b></p>



	<b>4. Diving activities</b> <b>5. Placement of rock material under the deck-on-pile structures</b> <b>6. Multibeam Surveys</b>		
	<b>Technical Approach</b>	15	
	<b>Execution of Key Activities Well Articulated</b>	5	
<b>T2.2-07 Programme</b>	<p>The tenderer shall provide the proposed programme detailed to minimum of level 4 showing as a minimum the following: -</p> <p>Project program to indicate the logical order and timelines of all activities as per the scope of work.</p> <p>Program (Schedule of work) to detail each activity and its durations in the form of Gantt chart.</p> <p>Level 4 (Construction schedule) with the following requirements:</p> <ol style="list-style-type: none"> <li>1. Work breakdown structure in logical order,</li> <li>2. Durations and dates for all work is shown,</li> <li>3. Key milestones and critical paths in MS project/primavera format and Basis of schedule aligned with the programme</li> </ol>	10	<b>10</b>
<b>T2.2-08 Quality Management</b>	<b>Project Quality Plan (as per QAL-STD-0001)</b>	5	<b>10</b>
	<b>Quality Control Plans (as per QAL-STD-0001)</b>	4	
	<b>Quality Policy</b>	1	
<b>T2.2-09 Health and Safety Requirements</b>	<b>Policy (State points allocated)</b>	1	<b>15</b>
	<b>Roles &amp; Responsibilities</b>	2	
	<b>Overview of the Baseline risk assessment</b>	4	
	<b>Safety Questionnaire</b>	6	



	<b>Cost Breakdown Sheet</b>	2	
<b>T2.2-10 Environmental Management</b>	<b>Environmental Management Plan</b>	8	<b>10</b>
	<b>Environmental Policy</b>	2	
<b>Maximum possible score for Functionality</b>			<b>100</b>

C.3.12. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 90/10 preference points systems as described in Preferential Procurement Regulations.

90 where the financial value of one or more responsive tenders received have a value above R50 million, inclusive of all applicable taxes.

Thresholds	Minimum Threshold
Technical / functionality	60

Evaluation Criteria	Final Weighted Scores
Price	90
Specific goals	10
<b>TOTAL SCORE:</b>	<b>100</b>

Up to 10 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 Goals	Number of points allocated (10)
B-BBEE Status Level of contributor 1 or 2	3.00
The promotion of enterprises located in eThekweni Metropolitan Municipality for work to be done or services to be rendered in that Municipality	2.00
The promotion of supplier development through subcontracting.	5.00



<p>The below portions must be subcontracted to/with EME's and/or QSE's who are 51% owned by black people, youth, woman or disabled people:</p> <ul style="list-style-type: none"> <li>• 100% of the value of the Sourcing of rock material from the quarry and deliver to the work site contract,</li> <li>• 30% of the value of the Placement of armour rock to and</li> <li>• 100% of the value of supply and install the different size stormwater pipes to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people.</li> </ul>	
Non-Compliant and/or B-BBEE Status Level 3-8 contributors	0

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	<ol style="list-style-type: none"> <li>1. B-BBEE Certificate / Sworn-Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline</li> </ol>
The promotion of enterprises located in eThekweni Metropolitan Municipality for work to be done or services to be rendered in that Municipality	<ol style="list-style-type: none"> <li>1. CIPC – B-BBEE Certificate / Sworn-Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and</li> <li>2. Proof of Registered address of the entity</li> </ol>
The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to/with EMEs and /or QSEs 51% owned by black people, youth, women (30% owned) or disabled people owned.	<ol style="list-style-type: none"> <li>1. Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guidelines.</li> <li>2. Certified copy of ID Documents of the owners of the subcontractors, and</li> <li>3. B-BBEE Certificate/ Affidavit of the subcontracting entities.</li> </ol>



The maximum points for this bid are allocated as follows:

<u>DISCRIPTION</u>	<u>POINTS</u>
PRICE	90
SPECIFIC GOALS 1. B-BBEE Status Level of contributor Level 1 or 2 <b>(3 points)</b> 2. The promotion of enterprises located in eThekweni Metropolitan Municipality for work to be done or services to be rendered in that Municipality. <b>(2 points)</b> 3. The promotion of supplier development through subcontracting 4. The following portions must be subcontracted to/with EME's and/or QSE's who are 51% owned by black people, youth, woman or disabled people: <ul style="list-style-type: none"> <li>• 100% of the value of the Sourcing of rock material from the quarry and deliver to the work site contract,</li> <li>• 30% of the value of the Placement of armour rock to and</li> <li>• 100% of the value of supply and install the different size stormwater pipe. <b>(5 points)</b></li> </ul>	10
Total points for Price and Specific Goals must not exceed	100

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters; 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.

3. 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;

- a) The bidder(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
- b) There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact (T2.2-28).
- c) The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
- d) The appointment of the bidder would result in a negative impact on Transnet's Return on Investment;
- e) It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;
- f) The tenderer or its members, directors, partners:
  - Is under restrictions as contemplated in the Integrity Pact (T2.2-28),
  - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;
- g) In relation to the proposed contract, a due diligence exercise to validate the bidder's proposal that demonstrate that it 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;
- h) has no legal capacity to enter into the contract;
- i) is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs



administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;

- j) does not comply with the legal requirements, if any, stated in the tender data; and
  - k) is not able to perform the contract free of conflicts of interest.
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C.3.17 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

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## **T2.2: Returnable Schedules**

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

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## T2.1 List of Returnable Documents

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

- T2.2-01 **Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting
- T2.2-02 **Eligibility Criteria Schedule** - Certificate of attendance at Compulsory site visit

### 2.1.2 Stage Two: These schedules are required for pre-qualification and eligibility purposes:

- T2.2-03 **Eligibility Criteria Schedule** - CIDB Registration of 9 CE grading

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

- T2.2-04 **Evaluation Schedule:** Qualifications, Professional Registrations and experience of key persons
- T2.2-05 **Evaluation Schedule:** Previous Experience
- T2.2-06 **Evaluation Schedule:** Approach Paper
- T2.2-07 **Evaluation Schedule :** Programme
- T2.2-08 **Evaluation Schedule:** Quality Management: Reference Standard – QAL-STD-0001 General Quality Requirements for Suppliers and Contractors.
- T2.2-09 **Evaluation Schedule:** Health and Safety Requirements
- T2.2-10 **Evaluation Schedule:** Environmental Management
- T2.2-11 **Evaluation Schedule:** Specific Goals

### 2.1.4 Returnable Schedules:

#### **General:**

- T2.2-12 Intention to Tender
- T2.2-13 Authority to submit tender
- T2.2-14 Record of addenda to tender documents
- T2.2-15 Letter of Good Standing
- T2.2-16 Risk Elements
- T2.2-17 Proposed Organisation and staffing.
- T2.2-18 Site Establishment Requirements
- T2.2-19 Availability of Equipment and Other Resources
- T2.2-20 Capacity and Ability to meet Delivery Schedule
- T2.2-21 Schedule of Proposed Subcontractors

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T2.2-22 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

**2.1.5 Agreement and Commitment by Tenderer:**

- T2.2-23 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-24 Agreement in terms of Protection of Personal Information Act (POPIA)
- T2.2-25 RFP Declaration Form
- T2.2-26 RFP – Breach of Law
- T2.2-27 Certificate of Acquaintance with Tender Document
- T2.2-28 Service Provider Integrity Pact
- T2.2-29 Supplier Code of Conduct
- T2.2-30 Job-Creation Schedule
- T2.2-31 SBD 5 The National Industrial Participation Programme
- T2.2-32 Supplier Declaration Form

**2.1.6 Bonds/Guarantees/Financial/Insurance:**

- T2.2-33 Insurance provided by the Contractor.
- T2.2-34 Form of Intent to provide a Performance Guarantee
- T2.2-35 Forecast Rate of Invoicing
- T2.2-36 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**

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## **Part T2: Returnable Documents**

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**These Schedules are required for  
Evaluation Purposes**

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**T2.2-01: ELIGIBILITY CRITERIA SCHEDULE: CERTIFICATE OF ATTENDANCE AT  
TENDER CLARIFICATION MEETING**

This is to certify (Company  
that Name)

Represented (Name and  
by: Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

**Particulars of person(s) attending the meeting:**

Name Signature  
Capacity

**Attendance of the above company at the meeting was confirmed:**

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

**T2.2-02: ELIGIBILITY CRITERIA SCHEDULE: CERTIFICATE OF ATTENDANCE AT  
SITE VISIT**

This is to certify  
that

(Company  
Name)

Represented  
by:

(Name and  
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

**Particulars of person(s) attending the meeting:**

Name

Signature

Capacity

**Attendance of the above company at the meeting was confirmed:**

Name

Signature

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

Date

## T2.2-03: Eligibility Criteria Schedule - CIDB Grading Designation

### Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **9CE** class of construction work, are eligible to have their tenders evaluated.

### b) **Joint Venture (JV)**

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for **9CE** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

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



## **T2.2-04: EVALUATION SCHEDULE - QUALIFICATIONS, PROFESSIONAL REGISTRATIONS AND EXPERIENCE OF KEY PERSONS**

Please describe the management arrangements for the *works* and the tenderer is to take note that all copies of certificates submitted must be certified. Comprehensive CV's must be attached to this schedule.

a) ***Each CV must cover as a minimum of but not limited to the details listed below, including certified Qualification Certificate.***

- i) Personal particulars;
- ii) Qualifications (degrees, diplomas, grades of membership of professional societies and Professional registrations);
- iii) Skills;
- iv) Name of current employer and position;
- v) Overview of post-graduation work experience (year, organisation, and position); and
- vi) Provide a summary of recently completed projects that are similar in scope to the current work.

b) All tenderers are advised to take note of a crucial aspect in the evaluation process concerning the experience and qualifications of individual key personnel, as specified in this tender's evaluation schedule:

For the experience of key personnel to be scored during the evaluation, **it is mandatory that they have the minimum required qualifications** as specified below. Bidders to **provide certified copies of the respective qualifications** as specified in the evaluation schedule. Uncertified documents will not be considered during the assessment process.

c) **The scoring for the minimum experience in the management of NEC3 Engineering and Construction Contract shall only be applicable to the Contracts Manager, Construction Manager, Senior Commercial Manager, and Planner.**

d) ***Tenderers submission includes the following:***

1. CV's for people proposed for all identified posts including:

### **Senior Site Management:**

- **Contracts Manager x1,**
  - Contracts Manager should at least have a BSc/BEng/BTech in Marine/Civil/Structural Engineering and shall be registered with SAPCMP with a minimum of 5 years of experience in the construction of marine

structural engineering projects. The Contracts Manager should also demonstrate a minimum of 4 years' experience in the management of NEC3 Engineering and Construction Contract option.

- **Construction Manager x1,**
  - Construction Manager should at least have a BSc/BEng/BTech in Civil/QS/Construction qualification and should be registered with SAPCMP with at least 5 years of experience in the construction of marine structural engineering projects. The Construction Manager should also demonstrate a minimum of 4 years' experience in the management of NEC3 Engineering and Construction Contract option.
- **Senior Commercial Manager x1,**
  - The Senior Commercial Manager must possess a BSc/BEng/BTech degree in Civil Engineering, Quantity Surveying, or Construction Management, along with over 5 years of experience in the built environment. It is essential for the candidate to have a minimum of 4 years' experience working with the NEC3 Engineering and Construction Contract and demonstrate the necessary competencies and skills to comprehend, apply, and effectively manage the commercial aspects of the chosen NEC3 Engineering and Construction Contract option for this project. Tenderers should provide substantial evidence to clearly demonstrate that the candidate fully meets this requirement.
- **Planner x1,**
  - Planner should have a minimum of 5 years of experience working in marine/civil construction as planner and 4 years' experience working with the NEC3 Engineering and Construction Contract Option chosen for this contract.
- **General Foreman x1,**
  - Qualification for General Foremen not compulsory unless the incumbent can demonstrate that he/she has developed the necessary competence with a minimum of 5 years of experience in the construction of earth retaining structures, marine structures, or similar engineering projects.

#### **Site Officers**

- **Quality Officer x1,**
  - Quality officer should have a B-Tech, Diploma, and Certified qualification in quality system with relevant quality experience in construction and experience working with the NEC3 Engineering and Construction Contract Option chosen for this contract. With a minimum of 2 years of experience in a quality systems environment and relevant experience in marine/civil construction projects is required. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful.



- **Environmental Officer x1,**
    - Environmental Officer should have a B-Degree in Environmental Management/Science or equivalent with a minimum of 2 years work experience in marine or civil construction. A list of projects where construction environmental management duties have been executed must be provided and include a brief description of such duties.
  - **Health & Safety Officer x1,**
    - Health and Safety Officer: Professionally Registered as Construction Health and Safety Officer with SACPCMP with minimum of 2 years of experience on marine and civil construction projects and have a SAMTRAC or an equivalent training course as a minimum qualification.
  - **Document Controller x1,**
    - Document controllers should have an administrative/document management diploma or equivalent.
    - Have a minimum of 2 years of experience working in marine and civil construction in the management of controlling documentation/information and experience working with the NEC3 Engineering and Construction Contract Option chosen for this contract.
2. Details of relevant experience for proposed staff working in similar projects in terms of nature, complexity, and value.
  3. Details of experience for proposed staff in respect to NEC3 Engineering and Construction Contract Option chosen for this contract.
  4. Detail of experience must include the following construction works:
    - Scour Protection
    - Revetment
    - Breakwater
    - Dredging

**Attached submissions to this schedule:**

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The scoring of the Management & CVs of Key Persons will be as follows:

	<p><b>Relevant experience for the following:</b></p> <p><b>Senior Site Management</b> ≥15 years' Experience</p> <ul style="list-style-type: none"> <li>▪ Contracts Manager</li> <li>▪ Construction Manager</li> <li>▪ Senior Commercial Manager</li> <li>▪ Lead Planner</li> <li>▪ General Foreman</li> </ul> <p><b>Site Officers</b> ≥5 Years' Experience</p> <ul style="list-style-type: none"> <li>▪ Health &amp; Safety Officer</li> <li>▪ Environmental Officer</li> <li>▪ Quality Officer</li> <li>▪ Document Controller</li> </ul>	<p><b>Weight</b></p> <p><b>60%</b></p> <p>25%</p> <p>20%</p> <p>15%</p> <p>15%</p> <p>25%</p> <p><b>40%</b></p> <p>25%</p> <p>25%</p> <p>25%</p> <p>25%</p>	<p><b>Specific experience related to managing a contract based on the NEC3 ECC conditions of contract for the following personnel:</b></p> <ul style="list-style-type: none"> <li>▪ Contracts manager Weight <b>30%</b></li> <li>▪ Construction manager Weight <b>20%</b></li> <li>▪ Planner Weight <b>25%</b></li> <li>▪ Senior Commercial Manager Weight <b>25%</b></li> </ul>
<b>Total Points</b>	<b>10</b>		<b>5</b>
<b>Score</b>			
<b>0</b>	The Tenderer has not submitted no information to determine the years of experience, no certified qualification documents and no NEC3 previous experince.		
<b>20</b>	Key staff do not have relevant levels of relevant experience.		< 2 years NEC3 previous experience



	<ul style="list-style-type: none"> <li>▪ Senior Site Management: <math>\leq 2</math> years</li> <li>▪ Site officers: <math>\leq 1</math> year</li> </ul>	
<b>40</b>	<p>Key staff has limited levels of relevant experience.</p> <ul style="list-style-type: none"> <li>▪ Senior Site Management: (<math>&gt; 2 \leq 5</math> years)</li> <li>▪ Site officers: (<math>&gt; 1 \leq 2</math> years)</li> </ul>	$\geq 2 \leq 4$ years NEC3 previous experience
<b>60</b>	<p>Key staff has reasonable levels of relevant experience.</p> <ul style="list-style-type: none"> <li>▪ Senior Site Management: (<math>&gt; 5 \leq 10</math> years)</li> <li>▪ Site officers: (<math>&gt; 2 \leq 3</math> years)</li> </ul>	$> 4 \leq 7$ years NEC 3 previous experience
<b>80</b>	<p>Key staff has extensive levels of relevant experience.</p> <ul style="list-style-type: none"> <li>▪ Senior Site Management: (<math>&gt; 10 &lt; 15</math> years)</li> <li>▪ Site officers: (<math>&gt; 3 &lt; 5</math>)</li> </ul>	$> 7 < 10$ years NEC3 previous experience
<b>100</b>	<p>Key staff has outstanding levels of relevant experience.</p> <ul style="list-style-type: none"> <li>▪ Senior Site Management: <math>\geq 15</math> years</li> <li>▪ Site officers: <math>\geq 5</math> years</li> </ul>	$\geq 10$ years NEC3 previous experience.



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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

## T2.2-05: EVALUATION SCHEDULE - PREVIOUS EXPERIENCE

### Note to Tenderers:

Tenderers are required to demonstrate their experience in the delivery of similar projects, areas, conditions, and circumstances in relation to the Works Information in the last 10 years, and to this end shall supply a sufficiently detailed list with contact details of customers/clients **and** Completion letters/Certificates for the relevant completed projects.

### **Please provide your previous experience showing but not limited to the Construction of the following infrastructure projects:**

- Marine infrastructure: Construction of Jetty structures, Quay walls, including dredging and reclamation, scour protection and revetment.
- Shore Protection Structures: Construction of Seawalls, Revetments, Breakwaters, Gabions, Groynes, and other similar structures.
- Bulk Services: Construction/Installation of services such as water, sewer, stormwater, etc.

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

<b>Clients</b>	<b>Client contact details</b>	<b>Project Description</b>	<b>Year of project completion</b>	<b>Project Value</b>

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

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	<b>Construction of Marine Infrastructure projects</b>	<b>Construction of Shore Protection Structures projects</b>	<b>Construction of Bulk Services projects</b>
	- The tenderer has completed Marine Infrastructure construction project - Completion Letter/Certificate	- The tenderer has completed Shore Protection construction project - Completion Letter/Certificate	- The tenderer has completed Bulk Services construction project - Completion Letter/Certificate
<b>Total Points</b> <b>20</b>	<b>10</b>	<b>7</b>	<b>3</b>
<b>Score</b>			
<b>0</b>	The tenderer has submitted no information, or the tenderer has submitted a list of projects with no Completion letter/ Certificate		
<b>20</b>	1. The tenderer has completed one (1) Marine Infrastructure construction project in the last 10 years with valid Completion Letter/Certificate	1. The tenderer has completed one (1) Shore Protection construction project in the last 10 years with valid Completion Letter/Certificate	1. The tenderer has completed one (1) Bulk Services construction project in the last 10 years with valid Completion Letter/Certificate
<b>40</b>	1. The tenderer has completed two (2) Marine Infrastructure construction projects in the last 10 years with valid Completion Letters/Certificates.	1. The tenderer has completed two (2) Shore Protection construction projects in the last 10 years with valid Completion Letters/Certificates	1. The tenderer has completed two (2) Bulk Services construction projects in the last 10 years with valid Completion Letters/Certificates.
<b>60</b>	1. The tenderer has completed three (3) Marine Infrastructure construction projects in the last 10 years with valid Completion Letters/Certificates.	1. The tenderer has completed three (3) Shore Protection construction projects in the last 10 years with valid Completion Letters/Certificates.	1. The tenderer has completed three (3) Bulk Services construction projects in the last 10 years with valid Completion Letters/Certificates.



<p><b>80</b></p>	<p>1. The tenderer has completed four (4) Marine Infrastructure construction projects in the last 10 years with valid Completion Letters/Certificates.</p>	<p>1. The tenderer has completed four (4) Shore Protection construction projects in the last 10 years with valid Completion Letters/Certificates.</p>	<p>1. The tenderer has completed four (4) Bulk Services construction projects in the last 10 years with valid Completion Letters/Certificates.</p>
<p><b>100</b></p>	<p>1. The tenderer has completed five (5) Marine Infrastructure construction projects in the last 10 years with valid Completion Letters/Certificates.</p>	<p>1. The tenderer has completed five (5) Shore Protection construction projects in the last 10 years with valid Completion Letters/Certificates.</p>	<p>1. The tenderer has completed five (5) Bulk Services construction projects in the last 10 years with valid Completion Letters/Certificates.</p>

## T2.2-06: EVALUATION SCHEDULE - APPROACH PAPER

The Approach Paper must respond to the Works Information and outline the proposed approach including that relating but not limited to programme, method statement, technical approach, and an understanding of the project objective.

The approach paper should articulate what the Tenderer will provide in achieving the stated objectives for the project and demonstrate alignment to his proposed Programme. Tenderers to also exhibit a clear understanding of the project and has shown a concise method statement for all activities incorporating best practice.

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

The Tenderer must attach his / her approach paper to this page. The approach paper should not be longer than 10 pages.

The approach paper must include as a minimum but not limited to the following **key activities** (the *Contractor* must refer to the works information for a full description of the scope of the works):

- 1. Loading, transportation, and stockpiling of Rock Material**
- 2. Construction of revetment (from waterside)**
- 3. Extension of stormwater outlets**
- 4. Diving activities**
- 5. Placement of rock material under the deck-on-pile structures**
- 6. Multibeam Surveys**

The key activities should include the following **project elements** to the execution of the works:

- a. Outline of proposed approach
- b. Narrative related to the programme
- c. Detailed method statement, technical approach and construction sequencing (demonstrate using sketches) in terms of the Works Information

- d. Demonstrate an understanding of how the project objectives are to be achieved
- e. Demonstrate how risks and constraints will be managed
- f. Detailed list of Equipment and number thereof to execute the works, and areas it will be utilised. The proposed Equipment to include trucks, floating platforms, etc.
- g. Proposed schedule for sourcing and production rates of the rock material which is aligned to programme submission & basis of schedule.
- h. Methodology of rock material tests before delivery to site.
- i. Proposals for sourcing and transporting of rock material.
- j. Sketches and narrative detailing mooring details of all floating plant used for transportation of rock material, and construction of the revetment taking into account tidal and current conditions.
- k. Details of proposed hydrographic and multi-beam survey Equipment to be used taking into account the different water depths, winds, waves, currents and other significant site conditions that may be experienced.
- l. Details of diving activities including the diving equipment to be utilised.

The contractor's approach should comprehensively detail all six key activities involved in the repair of the armour rock revetment. The statement should exhibit a thorough understanding of the potential risks and how these will be addressed to safeguard both workers and the environment. It must present a clear and well-defined strategy to ensure the quality of the repair work. This involves specifying the type and size of the new rock, the blinding layer, and the geotextile membrane to be used. Additionally, it should describe the proper procedures for placing and compacting the materials to guarantee the long-term stability and effectiveness of the revetment.

Furthermore, the method statement needs to address the logistics of accessing the site, transporting materials, and safely mobilizing the necessary equipment on the floating platform. Contingency plans should also be outlined to handle any adverse weather conditions or unexpected events that may impact the repair operations.

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

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The scoring of the approach paper will be as follows:

	<b>Technical Approach</b>
<b>Total Points 20</b>	<b>20</b>
<b>Score</b>	
<b>0</b>	The Tenderer has submitted no information
<b>20</b>	The approach paper is not acceptable as it will not satisfy project objectives or requirements. The tenderer has presented partial coverage of key activities, the approach is difficult to follow and has limited understanding of the project objectives.  The technical approach is not acceptable as it covers two (2) of the key activities required.
<b>40</b>	The tenderer’s technical approach and presents adequate coverage of key activities, the approach is somewhat clear with adequate understanding of project objectives.  The technical approach and covers three (3) of the key activities required.
<b>60</b>	The tenderer’s technical approach presents good coverage of key activities, the approach is clear and coherent with good understanding of project objectives.  The technical approach covers four (4) of the key activities required.
<b>80</b>	The tenderer’s technical approach presents very good coverage of key activities, the approach is very clear and well-structured with very good understanding of project objectives. The approach to managing risk and constraints etc. is specifically tailored to the critical characteristics of the project.  The technical approach covers five (5) of the key activities required.

<b>100</b>	<p>Besides meeting the “80” rating, the tenderer’s technical approach presents excellent and comprehensive coverage of all key activities, the approach is exceptionally clear, logical, and well-organised with excellent understanding and alignment with project objectives. The approach indicates that the tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs. The management of risk and constraints has been more than significantly dealt with.</p> <p>The technical approach covers all the six (6) key activities required.</p>
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The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....



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## T2.2-07: EVALUATION SCHEDULE: PROGRAMME

### Note to tenderers:

The Tenderer details the proposed programme below or makes reference to his proposed programme and attaches it to this schedule. The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme. Programme preferred to be submitted in Primavera P6 or Microsoft Projects. Schedule to clearly indicate Start & Finish Dates, Duration, Predecessors and Successors.

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

- A level 4 construction Schedule. 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 as well as populating, submission & approval process and timing for Health & Safety Files, Environmental Files, Quality Files and any Permit requirements. Requirements for submission and acceptance process for designs. In addition, the Programme must clearly demonstrate adequate provision for the review and acceptance process associated with deliverables requiring the *Employer's* acceptance including due cognizance taken of the timeframes associated with undertaking same and any other items of this nature. Moreover, the Programme must clearly demonstrate adequate provision for the process and timeframes associated with undertaking procurement processes for all long lead items, inductions, medicals, plant and equipment approvals and any required certifications in this regard.
- The Programme must clearly demonstrate adequate provisions for Time Risk Allowance (TRA) assigned to specific activities and/or critical components of the scope. 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 Basis of Schedule document stipulating, but not limited to, underlying assumptions, conditions, constraints, duration estimates for tasks and approach to Providing the Works as detailed in the Programme.



The scoring of the Programme will be as follows:

	<p>A level 4 construction Schedule. Ability to execute the <i>works</i> in terms of the <i>Employer's</i> requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Works clearly indicating the capacity &amp; capability to achieve the dates stated in the Contract Data.</p>	<p>Dates when the <i>Contractor</i> will need <i>access</i> to any part of the site as well as population, submission &amp; approval process and timing for Health &amp; Safety Files, Environmental Files, Quality Files and any Permit requirements. Requirements for submission and acceptance process for designs. In addition, the Programme must clearly demonstrate adequate provision for the review and acceptance process associated with deliverables requiring the <i>Employer's</i> acceptance including due cognizance taken of the timeframes associated with undertaking same and any other items of this nature. Moreover, the Programme must clearly demonstrate adequate provision for the process and timeframes associated with undertaking</p>	<p>The Programme must clearly demonstrate adequate provisions for Time Risk Allowance (TRA) assigned to specific activities and/or critical components of the scope. Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.</p>	<p>The Programme must clearly support and demonstrate alignment to the Basis of Schedule document stipulating, but not limited to, underlying assumptions, conditions, constraints, duration estimates for tasks and approach to Providing the Works as detailed in the Programme.</p>
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		procurement processes for all long lead items, inductions, medicals, plant and equipment approvals and any required certifications in this regard.		
<b>Total Points (10)</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>2</b>
<b>Score 0</b>	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
<b>Score 20</b>	<ul style="list-style-type: none"> <li>The programme is not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the Scope of Work and does not deal with the critical aspects of the overall programme/WBS element in question as a subset of the overall project.</li> <li>Tenderer did not submit a Level 4 Program</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has not addressed access requirements.</li> <li>The tenderer has not addressed timing for population, submission &amp; approval processes for All SHEQ documentation.</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has demonstrated some provision for Time Risk Allowance (TRA) incorrectly.</li> </ul>	<ul style="list-style-type: none"> <li>No alignment between programme and Basis of Schedule document</li> <li>The basis of schedule documentation contains insufficient detail, errors and omissions as per requirements stipulated.</li> </ul>
<b>Score 40</b>	<ul style="list-style-type: none"> <li>The programme is generic, not practical and unrealistic, therefore is unlikely to satisfy project objectives or <i>Employer's</i> requirements regarding the WBS element</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has addressed some access requirements.</li> <li>The tenderer has insufficient timing for population, submission &amp;</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has demonstrated inadequate provision for Time Risk Allowance (TRA) and not assigned to specific activities</li> </ul>	<ul style="list-style-type: none"> <li>Partial alignment with errors and or omissions between programme and Basis of Schedule document.</li> </ul>



	<p>in question as a subset of the overall project. The tenderer has misunderstood certain aspects of the Scope of the Works and does not deal with the critical aspects of the project/WBS element in question as a subset of the overall project.</p> <ul style="list-style-type: none"> <li>The Tenderer submitted a Level 2/3 and not a Level 4 Schedule</li> </ul>	<p>approval processes for All SHEQ documentation. Some SHEQ requirement has been addressed :</p> <p>a) site access date</p> <ul style="list-style-type: none"> <li>No Permit requirements indicated.</li> </ul>	<p>and/or critical components of the scope</p>	<ul style="list-style-type: none"> <li>The basis of schedule documentation contains insufficient detail, with errors and omissions as per requirements stipulated. <ul style="list-style-type: none"> <li>A narrative explaining the schedule development covering more than required aspect which are: <ul style="list-style-type: none"> <li>a) Project scope</li> <li>b)Project Purpose</li> <li>c)Critical Path</li> </ul> </li> </ul> </li> </ul>
<p><b>Score 60</b></p>	<ul style="list-style-type: none"> <li>The overall programme/ WBS element in question addresses specific but not all project objectives.</li> <li>The programme/WBS element in question is complete but insufficiently decomposed.</li> <li>The programme/WBS element in question is not adequately predictive in that it contains minor errors or omissions in critical path/s.</li> <li>Activity duration estimates demonstrate the fact that the programme does not present</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has addressed some access requirements.</li> <li>The tenderer has sufficient timing for population, submission &amp; approval processes for some SHEQ documentation: <ul style="list-style-type: none"> <li>a) site access date</li> <li>b) Sectional completion</li> <li>c) Project handover</li> </ul> </li> <li>The Tenderer has insufficient timing allowed for Permit applications.</li> </ul>	<p>d) The tenderer has demonstrated inadequate provision for Time Risk Allowance (TRA) and insufficient quantities assigned to specific activities and/or critical components of the scope</p>	<ul style="list-style-type: none"> <li>Partial alignment with errors and or omissions between programme and Basis of Schedule document.</li> <li>The basis of schedule documentation contains sufficient details, with partial errors and omissions as per requirements stipulated. <ul style="list-style-type: none"> <li>A narrative explaining the schedule development covering</li> </ul> </li> </ul>



	<p>an accurate model of project risk.</p> <ul style="list-style-type: none"> <li>▪ The programme / WBS element in question contains minor errors and omissions in logic with open-ended activities.</li> <li>▪ The Tenderer submitted a Level 3 and not a Level 4 Schedule</li> </ul>			<p>more than required aspect which are:</p> <ul style="list-style-type: none"> <li>a) Project scope</li> <li>b)Project Purpose</li> <li>c)Critical Path</li> <li>d)Exceptions</li> </ul>
<p><b>Score 80</b></p>	<ul style="list-style-type: none"> <li>▪ The overall programme/ WBS element in question addresses specific and all project objectives.</li> <li>▪ The programme/WBS element in question is complete and sufficiently decomposed.</li> <li>▪ The programme/WBS element in question is adequately predictive in that it contains no minor errors or omissions in critical path/s.</li> <li>▪ Activity duration estimates demonstrate the fact that the programme does present an accurate model of project risk.</li> <li>▪ The programme / WBS element in question contains minor errors and omissions in</li> </ul>	<ul style="list-style-type: none"> <li>▪ The tenderer has addressed all access requirements.</li> <li>▪ The tenderer has sufficient timing for population, submission &amp; approval processes for All SHEQ documentation : <ul style="list-style-type: none"> <li>a) A site access date</li> <li>b) Sectional completion</li> <li>c) Project handover</li> <li>d) Completion dates</li> </ul> </li> <li>• The Tenderer has sufficient timing allowed for Permit applications.</li> </ul>	<p>e) The tenderer has demonstrated adequate provision for Time Risk Allowance (TRA) but insufficient quantities assigned to specific activities and/or critical components of the scope</p>	<ul style="list-style-type: none"> <li>▪ Alignment with no errors and or no omissions between programme and Basis of Schedule document.</li> <li>▪ The basis of schedule documentation contains sufficient details, with no errors but minor omissions as per requirements stipulated:</li> <li>▪ A narrative explaining the schedule development covering more than required aspect</li> </ul>



	<p>logic with open-ended activities.</p> <ul style="list-style-type: none"> <li>The Tenderer submitted a Level 4 Schedule</li> </ul>			<p>which are:</p> <ul style="list-style-type: none"> <li>a) Project scope</li> <li>b) Project Purpose</li> <li>c) Critical Path</li> <li>d) Exceptions</li> <li>e) Project Assumptions</li> <li>f) Execution Strategy</li> </ul>
<p><b>Score 100</b></p>	<ul style="list-style-type: none"> <li>The overall programme/ WBS element in question addresses specific and all project objectives.</li> <li>The programme/WBS element in question is complete and sufficiently decomposed.</li> <li>The programme/WBS element in question is adequately predictive in that it contains no minor errors or omissions in critical path/s.</li> <li>Activity duration estimates demonstrate the fact that the programme does present an accurate model of project risk.</li> <li>The programme / WBS element in question contains no errors and omissions in logic with no open-ended activities.</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has addressed all access requirements.</li> <li>The tenderer has sufficient timing for population, submission &amp; approval processes for All SHEQ documentation.</li> <li>The Tenderer has sufficient timing allowed for Permit applications such as: <ul style="list-style-type: none"> <li>a) site access date</li> <li>b) Sectional completion</li> <li>c) Project handover</li> <li>d) Completion dates</li> <li>e) final testing and commissioning.</li> </ul> </li> <li>The Tender allowed for long lead items, inductions, medicals, plant and equipment approvals</li> </ul>	<p>e) The tenderer has demonstrated adequate provision for Time Risk Allowance (TRA) and sufficient quantities assigned to specific activities and/or critical components of the scope.</p>	<ul style="list-style-type: none"> <li>Alignment with no errors and or no omissions between programme and Basis of Schedule document.</li> <li>The basis of schedule documentation contains sufficient details, with no errors and no omissions as per the requirements stipulated: <ul style="list-style-type: none"> <li>A narrative explaining the schedule development covering more than required aspect which are: <ul style="list-style-type: none"> <li>a) Project Risks</li> </ul> </li> </ul> </li> </ul>



	<ul style="list-style-type: none"> <li>▪ The Tenderer submitted a detailed Level4/leve5 Schedule.</li> </ul>			<ul style="list-style-type: none"> <li>b)Project Assumptions</li> <li>c)Critical Path</li> <li>d)Exceptions</li> <li>e)Project Baseline changes</li> <li>f)Execution Strategy</li> <li>g)Project Scope</li> <li>h)Project Purpose</li> <li>i)Project Background</li> <li>j)Path of Execution</li> </ul>
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## **T2.2-08: EVALUATION SCHEDULE - QUALITY MANAGEMENT**

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

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

**1. The Project Quality Plan (PQP)** details how the Contractor's Quality System will be applied to the Scope of Work specified in the contract and shall include the following as key elements:

- 1.1 Include a description of the Contractor's Project organization, with key positions and responsibilities identified and individuals named. The organization structure shall also indicate resources committed to the management and co-ordination of Quality Assurance/Quality Control (QA/QC) activities.
- 1.2 Provide a description of how documents provided by Transnet to the Contractor are to be managed. Documentation management/control
- 1.3 Include all quality activities relevant to the Scope of Work, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with specified Contractual requirements.
- 1.4 Include a listing of all Quality Control Plans (QCP's) and associated Field Inspection Checklist (FIC'S), as applicable.
- 1.5 Include a listing of all Special Processes (e.g. welding, non-destructive testing, cube testing etc.) envisaged for use.
- 1.6 Control of externally provided services.

**2. Quality Control Plan (QCP)** specific to the Project but not limited to:

- 2.1 Loading and Transportation of Rock Material – 10%
- 2.2 Construction of revetment (from waterside) – 30%
- 2.3 Extension of stormwater outlets – 10%
- 2.4 Diving activities – 10%
- 2.5 Placement of rock material under the deck-on-pile structures – 30%
- 2.6 Multibeam Surveys – 10%

The Quality Control Plan shall be Project Specific as per the Scope of Work and shall include the following as key elements:

- 1) Detailed sequence of activities (construction/fabrication)
- 2) Include all procedures/code specifications
- 3) Include all intervention points (i.e. hold, witness, verify)
- 4) Include all Verification documentation/Field inspection checklist





	<b>Evaluation Category</b>	<b>Maximum Score</b>	<b>Evaluation Criteria</b>	<b>Rating</b>
<b>Quality Requirements</b>  <b>(10 Points)</b>	<b>Project Quality Plan (as per QAL-STD-0001)</b>  The Project Quality Plan (PQP) details how the Contractor's Quality System will be applied to the Scope of Work specified in the contract and shall include the following as key elements:  1) Include a description of the Contractor's Project organization, with key positions and responsibilities identified and individuals named. The organization structure shall also indicate resources committed to the management and co-ordination of Quality Assurance/Quality Control (QA/QC) activities.  2) Provide a description of how documents provided by Transnet to the Contractor are to be managed. Documentation management/control  3) Include all quality activities relevant to the Scope of Work, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with specified Contractual requirements.  4) Include a listing of all Quality Control Plans (QCP's) and associated Field Inspection Checklist (FIC'S), as applicable.  5) Include a listing of all Special Processes (e.g. welding, non-destructive testing, cube testing etc.) envisaged for use.  6) Control of externally provided services.	<b>5</b>	No response	0
			Only Two (2) or below of Six (6) key elements met	20
			Three (3) of Six (6) key elements met	40
			Four (4) of Six (6) key elements met	60
			Five (5) of Six (6) key elements met	80
			All Six (6) and above of the key elements met	100
	<b>Quality Control Plans (as per QAL-STD-0001)</b>  Quality Control Plan (QCP) specific to the Project but not limited to:  1. Loading and Transportation of Rock Material – 10%  2. Construction of revetment (from waterside) – 30%  3. Extension of stormwater outlets – 10%  4. Diving activities – 10%  5. Placement of rock material under the deck-on-pile structures – 30%	<b>4</b>	No response	0
			One (1) of Five (5) key elements met	20
			Two (2) of Five (5) key elements met	40
			Three (3) of Five (5) key elements met	60
			Four (4) of Five (5) key elements met	80



	<p>6. Multibeam Surveys – 10%</p> <p>The Quality Control Plan shall be Project Specific as per the Scope of Work and shall include the following as key elements:</p> <p>6.1 Detailed sequence of activities (construction/fabrication)</p> <p>6.2 Include all procedures/code specifications.</p> <p>6.3 Include all intervention points (i.e., hold, witness, verify)</p> <p>6.4 Include all Verification documentation/Field inspection checklist.</p> <p>6.5 Include all relevant signatories (i.e., Contractor, Approved Inspection Authority (AIA), Transnet)</p>		<p>All 5 key elements are met</p>	<p>100</p>
	<p><b>Quality Policy</b></p> <p>Quality Policy shall include the following key policy elements:</p> <ol style="list-style-type: none"> <li>1) is appropriate to the purpose and context of the organisation and supports its strategic direction,</li> <li>2) provides framework for setting quality objectives,</li> <li>3) includes a commitment to satisfy applicable requirements,</li> <li>4) includes a commitment to continual improvement of QMS, and</li> <li>5) is communicated and understood within the organisation.</li> </ol>	<p><b>1</b></p>	<p>No response</p> <p>One (1) of Five (5) key policy elements met</p> <p>Two (2) of Five (5) key policy elements met</p> <p>Three (3) of Five (5) key policy elements met.</p> <p>Four (4) of Five (5) key elements met</p> <p>All Five (5) key elements met</p>	<p>0</p> <p>20</p> <p>40</p> <p>60</p> <p>80</p> <p>100</p>



## T2.2-09: EVALUATION SCHEDULE: HEALTH AND SAFETY REQUIREMENT

Submit the following documents as a minimum with your tender:

1. Safety, Health & Environmental Policy signed by the Chief Executive Officer. List the five elements -
  - 1.1. Commitment to Safety, prevention of pollution,
  - 1.2. Continual improvement,
  - 1.3. Compliance to legal requirements, appropriate to the nature of contractor's activities,
  - 1.4. Hold management accountable for development of the safety systems.
  - 1.5. Include objectives and targets.
2. Roles & Responsibilities, such as S16.2 CEO, CR8.1 Construction Manager, CR8.5 Safety officer, CR8.7 Construction Supervisor, CR9.1 Risk Assessor, CR 12 Temporary works designer and 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993.
3. Project specific Baseline Risk Assessment (RA), indicating major activities of the project namely:
  - 3.1. Loading, transportation, and stockpiling of Rock Material.
  - 3.2. Construction of revetment (from waterside) and Placement of rock material under the deck-on-pile structures
  - 3.3. Extension of stormwater outlets
  - 3.4. Diving activities
  - 3.5. Multibeam Surveys
4. Project health and safety plan which comprises of, but not limited to the following minimum elements
  - 4.1. Legal and site specific requirements
  - 4.2. Competency, training and awareness.
  - 4.3. Subcontractor selection.
  - 4.4. Incident management
  - 4.5. Communication, Participation and Consultation
  - 4.6. Operational Control
  - 4.7. Performance assessment and auditing
5. Evidence that the Principal Contractor have made adequate provisions for the cost of Health & Safety "Activity Schedule": CR 3(5) (b)(iii) read with CR 5(1)(g)
6. Complete and return with tender documentation the Contractor Safety Questionnaire included to this Evaluation Schedule as a returnable

<b>Attached submissions to this schedule:</b>
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**The scoring of the Tenderer’s Health and safety requirements will be as follows:**

<b>Points (15)</b>	<b>1</b>	<b>2</b>	<b>4</b>	<b>6</b>	<b>2</b>
	<p><b>Policy (State points allocated)</b></p> <ol style="list-style-type: none"> <li>1. Commitment to Safety, prevention of pollution,</li> <li>2. Continual improvement,</li> <li>3. Compliance to legal requirements, appropriate to the nature of contractor’s activities,</li> <li>4. Hold management accountable for development of the safety systems,</li> <li>5. Include objectives and targets.</li> </ol>	<p><b>Roles &amp; Responsibilities</b></p> <ol style="list-style-type: none"> <li>1. S16.2 CEO</li> <li>2. 8.1 Construction Manager -SACPCMP registration as Pr. Construction Manager,</li> <li>3. 8.5 SACPMP Registered Construction Health and Safety officer,</li> <li>4. 8.7 Construction Supervisor,</li> <li>5. 9.1 Risk Assessor,</li> <li>6. CR 12 Temporary works designer and</li> <li>7. 17.1 SHE Rep as per the Occupational health and safety Act 85 of 1993</li> </ol>	<p><b>Baseline risk assessment</b></p> <p>Indicating major activities of the project namely:</p> <ol style="list-style-type: none"> <li>1. Loading, transportation, and stockpiling of Rock Material.</li> <li>2. Construction of revetment (from waterside) and Placement of rock material under the deck-on-pile structures</li> <li>3. Extension of stormwater outlets</li> <li>4. Diving activities</li> <li>5. Multibeam Surveys</li> </ol>	<p><b>Project Specific Health and Safety Plan</b> in accordance with Project Health and Safety Specification. The Health and Safety Plan must comprise of, but not limited to the following minimum elements:</p> <ol style="list-style-type: none"> <li>1. Legal and site specific requirements</li> <li>2. Competency, training and awareness.</li> <li>3. Subcontractor selection.</li> <li>4. Incident management</li> <li>5. Communication, Participation and Consultation</li> <li>6. Operational Control</li> <li>7. Performance assessment and auditing</li> </ol>	<p><b>TNPA Estimate Health and Safety Cost Breakdown Refer to T2.2-08</b> .Submission of completed cost breakdown sheet covering health and safety budget allocation.</p>
<b>Score 0</b>	The Tenderer has submitted no information or an unsigned policy to determine a score.				



<p><b>Score 20</b></p>	<p><b>1 of the 5</b> key policy components are recognized and meet the <i>Employer's</i> requirement and it is signed by the Chief Executive Officer.</p>	<p><b>1 to 2 of 7 Roles and Responsibilities</b> in accordance with the Works Information, the Occupational Health and Safety Act as per Construction Regulations and TNPA Health and Safety Specification.</p>	<p><b>1 of 5</b> major activities in the project are addressed in the baseline risk assessment.</p>	<p><b>1 to 2 of 7</b> Above elements of Health and Safety plan are addressed.</p>	<p>Health and safety budget submitted in the returnable schedule is inadequate to achieve the required standard of service, <b>0% to 1%</b> of the tender value.</p>
<p><b>Score 40</b></p>	<p><b>2 of the 5</b> key policy components are recognized and meet the <i>Employer's</i> requirement and it is signed by the Chief Executive Officer.</p>	<p><b>3 to 4 of 7 Roles and Responsibilities</b> are in accordance with the Works Information, the Occupational Health and Safety Act as per Construction Regulations and TNPA Health and Safety Specification.</p>	<p><b>2 of 5</b> major activities in the project are addressed in the baseline risk assessment.</p>	<p><b>3 to 4 of 7</b> Above elements of Health and Safety plan are addressed.</p>	<p>Health and safety Budget submitted in the returnable schedule will not be met employers objectives, <b>above 1 but less or equal to 2%</b> of the tender value.</p>
<p><b>Score 60</b></p>	<p><b>3 of the 5</b> key policy components are recognized and meet the <i>Employer's</i> requirements and it is signed by the Chief Executive Officer.</p>	<p><b>5 of 7 Roles and Responsibilities</b> are in accordance with the Works Information, the Occupational Health and Safety Act as per Construction Regulations and TNPA Health and Safety Specification.</p>	<p><b>3 of 5</b> major activities in the project are addressed in the baseline risk assessment.</p>	<p><b>5 of 7</b> Above elements of Health and Safety plan are addressed.</p>	<p>Health and safety Budget submitted in the returnable schedule will met employers objectives, <b>above 2 but less or equal to 3%</b> of the tender value.</p>



<p><b>Score 80</b></p>	<p><b>4 of the 5</b> key policy components are recognized and meets the <i>Employer's</i> requirements and it is signed by the Chief Executive Officer.</p>	<p><b>6 of 7 Roles and Responsibilities</b> are in accordance with the Works Information, the Occupational Health and Safety Act as per Construction Regulations and TNPA Health and Safety Specification.</p>	<p><b>4 of 5</b> major activities in the project are addressed in the baseline risk assessment.</p>	<p><b>From 6 of 7</b> Above elements of Health and Safety plan are addressed.</p>	<p>Health and safety Budget submitted in the returnable schedule will met employers objectives, <b>above 3 but less or equal to 4%</b> of the tender value.</p>
<p><b>Score 100</b></p>	<p><b>All 5 key</b> policy components are recognized and meets the <i>Employer's</i> requirements and it is signed by the Chief Executive Officer.</p>	<p><b>All 7 Roles and Responsibilities</b> are in accordance with the Works Information, the Occupational Health and Safety Act as per Construction Regulations and TNPA Health and Safety Specification.</p>	<p><b>All 5 Major Activities</b> in the are addressed in the baseline risk assessment.</p>	<p><b>All 7</b> Above elements of Health and Safety plan are addressed.</p>	<p>Health and safety Budget submitted in the returnable schedule will met employers objectives, above <b>4%</b> of the tender value.</p>

## TNPA ESTIMATE HEALTH AND SAFETY COST BREAKDOWN

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

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

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



## CONTRACTOR SAFETY QUESTIONNAIRE

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

## CONTRACTOR SAFETY QUESTIONNAIRE

3. Citations							
Does your company have a Certificate of Recognition?					Yes	No	
If yes, what is the	Certificate No:		Issue Date:				
4. Safety Program							
4A	Submit your company written health and safety plan? Submit for provide a copy for review						
4C	Health and safety plan should contain the following elements						
		Yes	No		Yes	No	
	Health and Safety Policy			Competence, Training and Awareness			
	Incident Management, reporting and Investigation			Emergency Preparedness/Response			
	Recordkeeping & Statistics/Manhours Reporting			Hazard Identification and Risk Assessment and Training			
	Reference to Legislation			Permit to Work			
	Site Establishment and Rehabilitation			Safe Work Procedures and Safe operating procedures			
	Roles and Responsibilities			Workplace Inspections			
	Alcohol, Drugs and Other Intoxicating Substances			Occupational Hygiene and Covid19			
	Personal Protective Equipment			Measuring and Monitoring			
	Working at Height			Communication, Participation and Consultation			
	Excavations			Signs and Notices			
4C	Submit your company pocket safety booklet for field distribution?						
5. Training Program							
5A	Attach orientation program for new hire employees? include a course outline. Does it include any of the following:						
		Yes	No		Yes	No	
	General Rules & Regulations			Confined Space Entry			
	Emergency Reporting			Trenching & Excavation			
	Injury Reporting			Signs & Barricades			
	Legislation			Dangerous Holes & Openings			
	Right to Refuse Work			Rigging & Cranes			
	Personal Protective Equipment			Mobile Vehicles			
	Emergency Procedures			Preventative Maintenance			
	Project Safety Committee			Hand & Power Tools			
	Housekeeping			Fire Prevention & Protection			
	Ladders & Scaffolds			Electrical Safety			
	Fall Arrest Standards			Compressed Gas Cylinders			
	Aerial Work Platforms			Weather Extremes			

## CONTRACTOR SAFETY QUESTIONNAIRE

5B	Submit a program for training newly hired or promoted supervisors? Tenderer must submit an outline for evaluation which include instruction on the following:					
		Yes	No		Yes	No
	Employer Responsibilities			Safety Communication		
	Employee Responsibilities			First Aid/Medical Procedures		
	Due Diligence			New Worker Training		
	Safety Leadership			Environmental Requirements		
	Work Refusals			Hazard Assessment		
	Inspection Processes			Pre-Job Safety Instruction		
	Emergency Procedures			Drug & Alcohol Policy		
	Incident Investigation			Progressive Disciplinary Policy		
	Safe Work Procedures			Safe Work Practices		
	Safety Meetings			Notification Requirements		
<b>6. Safety Activities</b>						
6A	Do you conduct safety inspections?	Yes	No	Weekly	Monthly	Quarterly
	Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution)					
	Who follows up on inspection action items?					
6B	Do you hold site safety meetings for field employees? If Yes, how often?	Yes	No	Daily	Weekly	Biweekly
6C	Do you hold site meetings where safety is addressed with management and field supervisors?	Yes	No	Weekly	Biweekly	Monthly
6D	Is pre-job safety instruction provided before to each new task?	Yes	No			
	Is the process documented?	Yes	No			
	Who leads the discussion?					
6E	Do you have a hazard assessment process?	Yes	No			
	Are hazard assessments documented?	Yes	No			
	If yes, how are hazard assessments communicated and implemented on each project?					
	Who is responsible for leading the hazard assessment process?					
6F	Submit your company policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?					
6G	How does your company measure its H&S success? Attach separate sheet to explain					
<b>7. Safety Stewardship</b>						
7A	Are incident reports and report summaries sent to the following and how often?	Yes	No	Monthly	Quarterly	Annually

## CONTRACTOR SAFETY QUESTIONNAIRE

	Project/Site Manager					
	Vice President/Managing Director					
	Safety Director/Manager					
	President/Chief Executive Officer					
7B	How are incident records and summaries kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Incidents totalled for the entire company					
	Incidents totalled by project					
	Subtotalled by superintendent					
	Subtotalled by foreman					
7C	How are the costs of individual incidents kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Costs totalled for the entire company					
	Costs totalled by project					
	Subtotalled by superintendent					
	Subtotalled by foreman/general foreman					
7D	Does your company track non-injury incidents?	Yes	No	Monthly	Quarterly	Annually
	Near Miss					
	Property Damage					
	Fire					
	Security					
	Environmental					
<b>8. Personnel</b>						
List key health and safety officers planned for this project. Attach resume (CV covering relevant experience of similar type of projects and qualification and proof of registration with SACPCMP .						
Name		Position / Title		Designation		
				Category	SACPCMP Number	
<b>9. References</b>						
List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program						
Name and Company		Address		Telephone Number		

## **T2.2-10: EVALUATION SCHEDULE: ENVIRONMENTAL MANAGEMENT**

The Tenderer must review the following documents (Annexure–A3) in preparation to meeting the environmental requirements, namely:

1. Transnet Integrated Management System (TIMS) Policy Commitment Statement.
2. Proposed Upgrade of the Island View Seawalls in the Port of Durban Construction Environmental Management Programme
3. Standard Operating Procedure for Construction Environmental Management (009-TCC-CLO-SUS-11386).
4. Minimum Environmental Standards for Construction (009-TCC-CLO-SUS-GDL-11385.26)
5. TNPA list of approved waste services contractors
6. EThekwini Municipality Schedule Trades and Occupations Bylaws
7. EThekwini Municipality Interim Code relating to fire prevention and Flammable liquids and substances.
8. The tenderer must provide a project specific Environmental Management Plan (EMP). This plan must be clear on the following:
  - a) A description of the environmental impacts that need to be avoided, managed and mitigated, a description of how those impacts will be avoided, managed and mitigated (impact management actions);
  - b) The method and frequency of monitoring the implementation of the impact management actions;
  - c) A description of how the environmental incidents will be managed on site;
  - d) An indication of the roles and responsibilities in the implementation of the impact management actions;
  - e) Records to be kept; and
  - f) How non-conformance/non-compliance will be dealt with.
9. The tenderer must provide an **environmental policy** signed by Top Management that displays the following key components, namely:
  - a) Commitment to comply with all applicable environmental laws, regulations and standards;
  - b) Commitment to pollution prevention;
  - c) Emphasize the organisation's commitment to continual improvement in environmental performance;
  - d) Address the sustainable use of resources/ resource conservation ; and
  - e) Is communicated to all employees working for or on behalf of the Contractor

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

**Attached submissions to this schedule:**

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**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.**

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_ Position \_\_\_\_\_  
Tenderer \_\_\_\_\_

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

**1. Site specific Environmental management system**

	<b>Environmental Management Plan</b>	<b>Environmental Policy</b>
<b>Score</b>	<b>8</b>	<b>2</b>
<b>0</b>	The Tenderer has submitted no information to determine a score	The Tenderer has submitted no information to determine a score
<b>20</b>	EMP only responds to 1-2 of the items listed under 1 above.	Policy addresses 1 of the required elements listed under 2 above
<b>40</b>	EMP only responds to 3 of the items listed under 1 above.	Policy addresses 2 of the required elements listed under 2 above
<b>60</b>	EMP only responds to 4 of the items listed under 1 above.	Policy addresses 3 of the required elements listed under 2 above and is possibly able to meet the Employer’s requirements
<b>80</b>	EMP only responds to 5 of the items listed under 1 above.	Policy addresses 4 of the required elements listed under 2 above and is likely to ensure compliance with the stated Employer’s requirements
<b>100</b>	EMP responds to all the items listed under 1 above.	Policy addresses 5 of the required elements listed under 2 above and is likely to ensure compliance with the stated Employer’s requirements

## T2.2-10: EVALUATION SCHEDULE – SPECIFIC GOALS

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.

<b>Selected Specific Goals</b>	<b>Number of points allocated 10)</b>
B-BBEE Level of contributor – Level 1 or 2	3.00
The promotion of enterprises located in eThekweni Metro Municipality for work to be done or services to be rendered in that Municipality	2.00
The promotion of supplier development through subcontracting <ul style="list-style-type: none"> <li>• 100% of the value of the Sourcing of rock material from the quarry and deliver to the work site contract,</li> <li>• 30% of the value of the Placement of armour rock to and</li> <li>• 100% of the value of supply and install the different size stormwater pipes to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people.</li> </ul>	5.00
Non-Compliant and/or B-BBEE Level 3-8 contributors	0.00

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

<b>Specific Goals</b>	<b>Acceptable Evidence</b>
B-BBEE Status Level of Contributor 1 or 2	1. B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
The promotion of enterprises located in eThekweni Metro Municipality for work to be done or services to be rendered in that Municipality	1. CIPC – B-BBEE Certificate / Sworn-Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and 2. Proof of Registered address of the entity
The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to/with EMEs and /or QSEs	1. Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn-Affidavit / B-BBEE CIPC Certificate as





51% owned by black people, youth, women (30% owned) or disabled people owned.	per DTIC guidelines. 2. Certified copy of ID Documents of the owners of the subcontractors, and 3. B-BBEE Certificate/ Affidavit of the subcontracting entities.
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**Index of documentation attached to this schedule:**

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

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

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## **General Returnable Schedules**

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**T2.2-12: INTENTION TO TENDER**

To: Transnet National Ports Authority

Tender No:

TNPA/2023/09/0010/42699/RFP

Closing Date: **24 April 2024**

E-mail:

[TENDERENQUIRIESPDU@TRANSNET.NET](mailto:TENDERENQUIRIESPDU@TRANSNET.NET)

**FOR THE PROVISION OF THE R UPGRADE OF THE ISLAND VIEW SEA WALLS AT THE PORT OF DURBAN**

**Check**

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

**Yes**  **No**

Any clarifications are to be mailed to: [TENDERENQUIRIESPDU@TRANSNET.NET](mailto:TENDERENQUIRIESPDU@TRANSNET.NET), and all responses will be communicated to all tenderers in writing via e-mail.

Company: .....  
Contact: .....  
Phone No: .....  
e-mail Address: .....

REASON FOR NOT TENDERING:

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

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

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

## T2.2-13: AUTHORITY TO SUBMIT A TENDER.

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

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

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

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**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.

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### 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.

<b>Name of firm</b>	<b>Address</b>	<b>Authorising signature, name (in caps) and capacity</b>

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**D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor



**T2.2-14 LETTER/S OF GOOD STANDING WITH THE WORKMEN'S  
COMPENSATION FUND**

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

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

Name of Company/Members of Joint Venture:

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## **T2.2-15: 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:

	<b>Date</b>	<b>Title or Details</b>
1		
2		
3		
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6		
7		
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9		
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11		
12		
13		
14		
15		



**T2.2-16: RISK ELEMENTS**

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

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

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


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



**T2.2-17: PROPOSED ORGANISATION AND STAFFING**

**Attached submissions to this schedule:**

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





## **T2.2-20: CAPACITY AND ABILITY TO MEET DELIVERY SCHEDULE**

### **Note to tenderers:**

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

A schedule detailing the following:

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

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

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## T2.2-21: 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:

- 1.1 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.
- 1.2 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.

**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"/>	

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

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

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



## T2.2-22 DOMESTIC PROMINENT INFLUENTIAL PERSONS (DPIP) OR FOREIGN PROMINENT PUBLIC OFFICIALS (FPPO)

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

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

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

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

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
<b>Is the Respondent</b> (Complete with a "Yes" or "No")						
<b>A DPIP/FPPO</b>		<b>Closely Related to a DPIP/FPPO</b>		<b>Closely Associated to a DPIP / FPPO</b>		
<b>List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.</b>						
No	Name of Entity / Business	Role in the entity / Business (Nature of interest / Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						
4						
5						
6						
7						
8						

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

## 2. SERVICE LEVELS

- 2.1 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 2.2 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
  - a) Random checks on compliance with quality/quantity/specifications
  - b) On-time delivery
- 2.3 The Service provider must provide a telephone number for customer service calls.
- 2.4 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

### Acceptance of Service Levels:

<b>YES</b>	
------------	--

<b>NO</b>	
-----------	--

## T2.2-23 : 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: \_\_\_\_\_

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

## SBD 6.1

### PREFERENCE POINTS CLAIM FORM

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

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

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

#### 1. GENERAL CONDITIONS

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

- the 90/10 system for requirements with a Rand value exceeding R50 000 000 (all applicable taxes included);

1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific goals.

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

	POINTS
<b>PRICE</b>	<b>90</b>
<b>SPECIFIC GOALS</b>	<b>10</b>
<b>Total points for Price and Specific goal</b>	<b>100</b>

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

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

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

## 2. DEFINITIONS

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

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 90/10 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis:  
90/10

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

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

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

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

Selected Specific Goals	Number of points (90/10 system)
B-BBEE Status Level of contributor 1 or 2	3.00
The promotion of enterprises located in eThekweni Metro Municipality for work to be done or services to be rendered in that Municipality	2.00
<p>The promotion of supplier development through subcontracting.</p> <p>The below portions must be subcontracted to/with EME's and/or QSE's who are 51% owned by black people, youth, woman or disabled people:</p> <ul style="list-style-type: none"> <li>• 100% of the value of the Sourcing of rock material from the quarry and deliver to the work site contract,</li> <li>• 30% of the value of the Placement of armour rock to and</li> <li>• 100% of the value of supply and install the different size stormwater pipes to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people.</li> </ul>	5.00
Non-compliant contributor	0.00

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTIC's website at <a href="http://www.dtic.gov.za/economic_empowerment/bee_codes.jsp">www.dtic.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>1</sup></b>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise 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 DTIC. 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.

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



**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 5 points)  
(Point's claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

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

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

7.1.2 If yes, indicate:

- v) What percentage of the contract will be subcontracted.....%
- vi) The name of the sub-contractor.....
- vii) The B-BBEE status level of the sub-contractor.....
- viii) Whether the sub-contractor is an EME or QSE.

**(Tick applicable box)**

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

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

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

7.1.3 If yes, indicate:

- ix) What percentage of the contract will be subcontracted.....%
- x) The name of the sub-contractor.....
- xi) The B-BBEE status level of the sub-contractor.....
- xii) Whether the sub-contractor is an EME or QSE.

**(Tick applicable box)**

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

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

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, 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 interest in the enterprise, employed by the state?

**YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 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 consortium<sup>2</sup> 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.
- 3.5 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.
- 3.6 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.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

---

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

## **T2.2-24 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/infoereg/>, click on contact us, click on complaints.IR@justice.gov.za

### **3. SOLE AGREEMENT**

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



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

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

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

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

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

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

**AS WITNESSES:**

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

Signature:

\_\_\_\_\_

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

Signature:

\_\_\_\_\_

## T2.2-25: RFP DECLARATION FORM

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

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

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

6.

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

---

---

---

---

Indicate nature of relationship with Transnet:

---

---

---

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

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

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

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

---

## **IMPORTANT NOTICE TO RESPONDENTS**

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

## T2.2-26: REQUEST FOR PROPOSAL – BREACH OF LAW

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

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

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

NATURE OF BREACH:

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

DATE OF BREACH:

\_\_\_\_\_

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

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

\_\_\_\_\_  
SIGNATURE OF TENDER

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## T2.2-27 CERTIFICATE OF ACQUAINTANCE WITH TENDER DOCUMENTS

NAME OF TENDERING ENTITY:

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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\_\_\_\_

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SIGNATURE OF TENDERER

## **T2.28 - 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.

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- 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.

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

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

## **7 PREVIOUS TRANSGRESSIONS**

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

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

## **8 SANCTIONS FOR VIOLATIONS**

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

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

- e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and
- f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

## **9 CONFLICTS OF INTEREST**

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

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

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

- a) Private gain or advancement; or
- b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form. Thus, conflicts of interest of any Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.

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

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

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

## 10 DISPUTE RESOLUTION

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

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

## 11 GENERAL

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

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

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

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



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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.

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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 .....

## **T2.2-29: 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

## T2.2-30: JOB-CREATION SCHEDULE

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

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

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

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

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

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

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

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

	Total number of Skilled jobs	Total number of Semi-skilled jobs	Total number of Unskilled jobs
Black men			

Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			
Other			

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

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

<b>Year 2</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

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## **T2.2-31 SBD 5 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

### **INTRODUCTION**

The National Industrial Participation Programme (NIPP), which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIPP requirements. NIPP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### **1. PILLARS OF THE PROGRAMME**

- 1.1 The NIPP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$5 million or other currency equivalent to US\$5 million will have a NIP obligation. This threshold of US\$5 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$5 million.
  - or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$5 million.
  - or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$5 million.
  - or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$5 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIPP obligation on a *pro-rata* basis.

1.3 To satisfy the NIPP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## **2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## **3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with their bid documentation at the closing date and time of the bid.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIPP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid number;
- Description of the goods or services;
- Date on which the contract was awarded;
- Name, address and contact details of the contractor;
- Value of the contract; and
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

#### 4. PROCESS TO SATISFY THE NIPP OBLIGATION

4.1 Once the successful tenderer (Contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the Contractor and the DTI will determine the NIPP obligation;
- b. the Contractor and the DTI will sign the NIPP obligation agreement;
- c. the Contractor will submit a performance guarantee to the DTI;
- d. the Contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the Contractor will submit detailed business plans outlining the business concepts;
- f. the Contractor will implement the business plans; and
- g. the Contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIPP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the Employer.

Bid number .....	Closing date: .....
Name of bidder.....	
Postal address .....	
.....	
Signature.....	Name (in print).....
Date.....	

## T2.2-32 SUPPLIER DECLARATION FORM

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

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

### General Terms and Conditions:

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

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

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

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

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

1. **If your annual turnover is R10 million or less**, then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate. These EME sworn affidavits must be accepted by the . Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities and the



template for the sworn affidavit is available at no cost on the website [www.thedti.gov.za](http://www.thedti.gov.za) or EME certificates at CIPC from [www.cipic.co.za](http://www.cipic.co.za).

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

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

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

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

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

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

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

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

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

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



## SUPPLIER DECLARATION FORM

### Supplier Declaration Form

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

CSD Number (MAAA .....):	
--------------------------	--

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

Did your company previously operate under another name?	Yes		No	
---	-----	--	----	--

If **YES** state the previous details below:

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

#### Your Current Company's VAT Registration Status

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

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

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

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

Most recent Financial Year's Annual Turnover	<R10Million <b>EME</b>		>R10Million <R50Million <b>QSE</b>		>R50Million <b>Large Enterprise</b>	
--	---------------------------	--	--	--	--	--

Does your company have a valid proof of B-BBEE status?					Yes		No						
Please indicate your Broad Based BEE status (Level 1 to 9)					<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
Majority Race of Ownership													
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership							
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans									

**Please Note:** Please provide proof of B-BBEE status as per Appendix C and D:

- Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;
- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;
- Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

Supplier Development Information Required	
<p><b>EMPOWERING SUPPLIER</b></p> <p>An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise (“QSE”), as detailed in Statement 400 of the New Codes.</p> <p>In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.</p>	<p>YES   <input type="radio"/>   NO   <input type="radio"/></p>
<p><b>FIRST TIME SUPPLIER</b></p> <p>A supplier that we haven’t as yet Traded within Transnet and will be registered via our database for the 1<sup>st</sup> time.</p>	<p>YES   <input type="radio"/>   NO   <input type="radio"/></p>

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



<b>ENTERPRISE DEVELOPMENT RECIPIENT</b>	YES <input type="radio"/> NO <input type="radio"/>
A supplier that isn't in our value chain as yet, but we have assisted them with an ED intervention	

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

Name and Surname		Designation	
Signature		Date	

**APPENDIX B**

Affidavit or Solemn Declaration as to VAT registration status

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**Affidavit or Solemn Declaration**

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

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

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**Commissioner of Oaths**

Thus signed and sworn to before me at \_\_\_\_\_ on this the \_\_\_\_\_  
day of \_\_\_\_\_ 20\_\_\_\_\_,

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

\_\_\_\_\_  
Commissioner of Oaths

**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
<b>Definition of "Black"</b>	Black Designated Groups means:



<b>Designated Groups"</b>	<p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and underdeveloped areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>
---------------------------	--

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),



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

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

**Deponent Signature**

.....

**Date** .....

---

**Commissioner of Oaths**

Signature & stamp

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation-



	<p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</p>
<p><b>Definition of “Black Designated Groups”</b></p>	<p>“Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%



- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

**Deponent Signature** .....

**Date** .....

---

**Commissioner of Oaths**

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

**Please note that you will have to provide the first two documents on the list (highlighted in red) and the rest will be provided by the supplier:**

	Yes	No
1. Complete the "Supplier Declaration Form" (SDF) (commissioned). See attachment.		
2. Complete the "Supplier Code of Conduct" (SCC). See attachment.		
3. Copy of cancelled cheque OR letter from the bank verifying banking details (with <b>bank stamp not older than 3 Months &amp; sign by Bank Teller</b> ).		
4. Certified ( <b>Not Older than 3 Months</b> ) copy of Identity document of Shareholders/Directors/Members (where applicable).		
5. Certified copy of certificate of incorporation, CM29 / CM9 (name change).		
6. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC).		
7. A letter with the company's letterhead confirming both <b>Physical</b> and <b>Postal</b> address.		
8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.		
9. BBBEE certificate and detailed scorecard from a <b>SANAS</b> Accredited Verification Agency and/or Sworn Certified Affidavit.		
10. Central Supplier Database (CSD) Summary Registration Report.		

**T2.2-33: INSURANCE PROVIDED BY THE *CONTRACTOR*.**

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

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

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

**To Whom It May Concern,**

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

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

INSURED: Transnet (SOC) Limited

PERIOD: 1 April 2023 to 31 March 2024 (Both days inclusive)

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

THE INSURED'S VAT NO: 4720103177

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

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

**CONTRACT WORKS INSURANCE**

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

Insurer : Mirabilis (Santam Limited)

Policy Number : MZAR35023-CAR

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

Territorial Limits : The Republic of South Africa.

Additional Co-Insureds:

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

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



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

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

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

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

### Definitions

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

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

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

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

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

Main Policy Exclusions :

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

Deductibles:

In respect of loss or damage:

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

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

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



R250,000,001 to R500,000,000	R100,000	R25,000
R500,000,001 to R1,000,000,000	R150,000	R25,000

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

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

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

## **PUBLIC LIABILITY**

Cover Provided :	Contract Works Public Liability – cover the Insured’s legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.
Insurer :	Stalker Hutchinson (Santam Limited)
Policy Number:	6000/132335
Territorial Limits :	The Republic of South Africa.
Insured Contracts:	<p>All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but <b>Excluding</b>:</p> <ol style="list-style-type: none"> <li>Contracts which at award stage have a value in excess of R 1,000,000,000.</li> <li>Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight &amp; Rail and for Transnet Pipeline’s logistical support for inline inspections and identification of defects in respect of Transnet’s pipeline assets (all excluding Defects Liability/Maintenance period).</li> <li>Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.</li> <li>Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.</li> <li>Contracts in or on any aircraft.</li> <li>Off-shore contracts - “Off-shore contracts” means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and</li> </ol>

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

Policy Limits:

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

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

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

General Policy Exclusions :

The policy does not cover:-

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

- Loss or damage and any consequence therefrom to any Data. •
- Sanctions Exclusion
- Grid Failure

### PROFESSIONAL INDEMNITY

Cover Provided :

Professional Indemnity

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

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132337

Jurisdiction :

Worldwide excluding North America

Insured Contracts:

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

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

Limit Of Indemnity:

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

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

Policy Extension  
Limits Of Indemnity:

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

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

Deductibles:

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

Policy Special Conditions :

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

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

Policy Main Exclusions:

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

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

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

Dennis Govender



Chief Broking Officer





## T2.2-34: FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

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

Name of Guarantor  
(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of  
tenderer)

Date

### Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor  
(Bank/insurer)

Date



**T2.2-35: FORECAST RATE OF INVOICING**

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

<p><b>Index of documentation attached to this schedule:</b></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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**T2.2-36: THREE (3) YEARS AUDITED FINANCIAL STATEMENTS.**

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

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.....

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.....

.....

**Contractor:**

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

**Contractor:**

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

**Contractor:**

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

**Proposed Sub-contractor 1:**

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

**Proposed Sub-contractor 2:**

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

**Proposed Sub-contractor 3:**

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

**Proposed Sub-contractor 4:**

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

**Proposed Sub-contractor 5:**

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

**Proposed Sub-contractor 6:**

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

**Proposed Sub-contractor 8:**

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

**Proposed Sub-contractor 9:**

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

**Proposed Sub-contractor 10:**

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

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

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## **C1.1: Form of Offer and Acceptance**

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## 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:

### **DESCRIPTION OF THE WORKS: UPGRADE OF THE ISLAND VIEW SEA WALLS AT THE PORT OF DURBAN**

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

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

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

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

Signature(s)

Name(s)

Capacity



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**For the  
tenderer:**

Name & signature of witness	<i>(Insert name and address of organisation)</i>	Date
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Tenderer's CIDB registration number:

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## 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.

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



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# **The Contract**

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## **C1.2: Contract Data Part 1 and 2**

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## C1.2 Contract Data

### Part one - Data provided by the *Employer*.

Clause	Statement	Data
1	<b>General</b>  The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		<b>B: Priced contract with Bills of Quantities</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2: Changes in the law</b>
		<b>X5: Sectional Completion</b>
		<b>X7: Delay damages</b>
		<b>X13: Performance Bond</b>
		<b>X16: Retention</b>
		<b>X18: Limitation of liability</b>
		<b>Z: <i>Additional conditions of contract</i></b>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd (Registration No. 1990/000900/30)</b>





	Address	Registered address: <b>Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet National Port Authority Queen's Warehouse 237 Mahatma Gandhi Road Durban</b>
10.1	The <i>Project Manager</i> is: (Name)	<b>TBA</b>
	Address	<b>237 Mahatma Gandhi Road Durban 4001</b>
	Tel	
	e-mail	
10.1	The <i>Supervisor</i> is: (Name)	<b>TBA</b>
	Address	<b>237 Mahatma Gandhi Road Durban 4001</b>
	Tel No.	
	e-mail	
11.2(13)	The <i>works</i> are	<b>UPGRADE OF THE ISLAND VIEW SEA WALLS AT THE PORT OF DURBAN.</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Traffic congestion. Working over water with constant vessel movements. Multiple Organisations operating within the Island View complex. Airborne chemical substances. Restricted Working Areas. Working in close proximity to Petro-Chemical Operations</b>
11.2(15)	The <i>boundaries of the site</i> are	<b>As stated in C4</b>
11.2(16)	The Site Information is in	<b>Part C4</b>



11.2(19)	The Works Information is in	<b>Part C3</b>						
12.2	The <i>law of the contract</i> is the law of	<b>The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>						
13.1	The <i>language of this contract</i> is	<b>English</b>						
13.3	The <i>period for reply</i> is	<b>Two (2) weeks</b>						
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>						
<b>3</b>	<b>Time</b>							
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>Thirty-four (34) months after award</b>						
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<table border="1"> <thead> <tr> <th><b>Condition to be met</b></th> <th><b>key date</b></th> </tr> </thead> <tbody> <tr> <td><b>1 Submission of all documents required for the application of construction work permits &amp; documents required to be accepted by the Project Manager for acceptance in accordance with the Works Information to ensure site access certificate can be issued.</b></td> <td><b>Within four (4) weeks of Contract Start Date</b></td> </tr> <tr> <td><b>2 Hand-over of all close-out documentation associated with Sectional Completion Date and acceptance of same by Project Manager</b></td> <td><b>Two (2) weeks prior to Sectional Completion Date</b></td> </tr> </tbody> </table>	<b>Condition to be met</b>	<b>key date</b>	<b>1 Submission of all documents required for the application of construction work permits &amp; documents required to be accepted by the Project Manager for acceptance in accordance with the Works Information to ensure site access certificate can be issued.</b>	<b>Within four (4) weeks of Contract Start Date</b>	<b>2 Hand-over of all close-out documentation associated with Sectional Completion Date and acceptance of same by Project Manager</b>	<b>Two (2) weeks prior to Sectional Completion Date</b>
<b>Condition to be met</b>	<b>key date</b>							
<b>1 Submission of all documents required for the application of construction work permits &amp; documents required to be accepted by the Project Manager for acceptance in accordance with the Works Information to ensure site access certificate can be issued.</b>	<b>Within four (4) weeks of Contract Start Date</b>							
<b>2 Hand-over of all close-out documentation associated with Sectional Completion Date and acceptance of same by Project Manager</b>	<b>Two (2) weeks prior to Sectional Completion Date</b>							
30.1	The <i>access dates</i> are	<b>Part of the Site Date</b>						

		<b>1 Site Camp</b>	<b>Not more than two (2) days after SHEQ Approval.</b>
		<b>2 Work Site (Sectional Access)</b>	<b>TBD</b>
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>2 weeks of the Contract Date.</b>	
31.2	The <i>starting date</i> is	<b>TBA</b>	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>Two (2) weeks</b>	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
<b>4</b>	<b>Testing and Defects</b>		
42.2	The <i>defects date</i> is	<b>52 (fifty-two) weeks after Completion of the whole of the <i>works</i>.</b>	
43.2	The <i>defect correction period</i> is	<b>2 weeks</b>	
<b>5</b>	<b>Payment</b>		
50.1	The <i>assessment interval</i> is monthly on the	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>	
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>	
51.2	The period within which payments are made is	<b>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.</b>	
51.4	The <i>interest rate</i> is	<b>the prime lending rate of the Rand Merchant Bank of South Africa.</b>	
<b>6</b>	<b>Compensation events</b>		
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	<b>The cumulative rainfall (mm)</b>	



**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**

**Wind velocity exceeding 40 km/hr for a minimum duration of four (4) continuous hours (verified by the supervisor)**

**and these measurements:**

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:

**Durban**

and which are available from:

**South African Weather Service 012 367 6023 or [info3@weathersa.co.za](mailto:info3@weathersa.co.za).**

<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>None</b>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	<b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>
	Cover / indemnity:	<b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>as stated in the insurance policy for Contract Works / Public Liability</b>

2 Insurance against:	<b>Loss of or damage to property (except the works, Plant and Materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</b>
Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
The deductibles are	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
3 Insurance against:	<b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>
Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
The deductibles are:	<b>As stated in the insurance policy for Contract Works / Public Liability</b>
4 Insurance against:	<b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</b>
Cover / indemnity	<b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>
The deductibles are	<b>The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.</b>
Note:	<b>The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited- Principal Controlled Insurance."</b>

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

The *Contractor* provides these additional Insurances

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

- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
- 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000/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 R 20,000,000**

**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 *Contractor*) caused by activity in connection with this contract for any one event is

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

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

**Principal Controlled Insurance policy for Contract**

**9 Termination**

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

<b>10</b>	<b>Data for main Option clause</b>	
<b>A or B</b>	<b>Priced contract with Activity Schedule or Bill of Quantities</b>	<b>No additional data is required for this Option.</b>
60.6	The <i>method of measurement</i> is	<b>The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is:	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>  <b>The Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Durban, South Africa</b>
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X1</b>	<b>Price adjustment for inflation</b>	
X1.1(a)	The <i>base date</i> for indices is	<b>March 2024</b>





X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	<b>Pro-portion</b>	<b>linked to index for</b>	<b>Index prepared by</b>
		<b>0.10</b>	<b>Labour (People)</b>	<b>The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa.</b> <b>(Link- <a href="http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0141">http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0141</a>)</b>
		<b>0.30</b>	<b>Plant (Equipment)</b>	<b>The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.</b> <b>(Link - <a href="http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0151.1">http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0151.1</a>)</b>

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<b>0.55</b>	<b>Material (Civil)</b>	<b>The "Civil Engineering Material - Total" index in Table 6 (Civil engineering material price indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa. (Link – <a href="http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0151.1">http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0151.1</a>); and</b>
<b>0.0</b>	<b>Material (Electrical)</b>	<b>The "Electrical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.</b>

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	<b>0.00</b>	<b>Material (Mechanical)</b>	<b>The "Mechanical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.</b>
	<b>0.10</b>	<b>Fuel</b>	<b>The "Diesel" index in Table 1 (PPI for final manufactured goods) of the Statistical Release P0142.1 "Producer Price Index" published by Statistics South Africa.</b>  (Link - <a href="http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0142.1">http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0142.1</a> )
	<b>1.00</b>		
	<b>0.15</b>	<b>Non-adjustable</b>	
	<b>*Statistical release P0151 – Contract Price Adjustment Provisions (CPAP) Work Group and Selected Materials Indices</b>		
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>	

**X5 Sectional Completion**

X5.1 The Completion date for each section of the *works* is:

Section	Description	Completion Date
<i>The Mole</i>	<b>Hand-over of complete section in accordance with the Works Information, Defect free as accepted by the Project Manager</b>	94-days from day access is granted
<i>Berth 1</i>		87-days from day access is granted
<i>Berth 3</i>		86-days from day access is granted
<i>Berth 7</i>		86-days from day access is granted
<i>Berth 8</i>		93-days from day access is granted
<i>Berth 10</i>		89-days from day access is granted

**X7 Delay damages**

X7.1 Delay damages for Completion of the whole of the *works* are **R 180 000.00 per day**

**X13 Performance bond**

X13.1 The amount of the performance bond is **5% of the total of the Prices Including VAT.**

**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 <i>Employer</i> for indirect or consequential loss is limited to:  | <b>The Total of the Prices</b>  |
| 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:                            | <b>The cost of correcting the defect</b>                                |
| 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:  | <b>The Total of the Prices</b>  |
| 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: | <b>Five (5) years after Completion of the whole of the <i>works</i></b> |
| X18.5 | The <i>end of liability date</i> is   |   |

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**Z**      ***Additional conditions of contract are:***

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**Z1**      ***Obligations in respect of Job Creation***

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- Z1.1** It will be a material term of this contract that the *Contractor* must contribute to the *Employer's* job-creation objectives as set out in Returnable Schedule T2.2-29.
- Z1.2** The *Contractor's* undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.2-29 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the *Contractor* has failed in full to meet this specific material term of the contract, which may constitute a reason for termination..
- Z1.3** The *Contractor* shall provide to the *Employer*, on a monthly basis or upon receiving an instruction to do so by the *Project Manager*, any documentation and/or evidence required by the *Employer*, which in the *Employer's* opinion would be necessary to verify whether the *Contractor* has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2 -29 The *Contractor* shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.

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**Z2 Additional clause relating to Performance Bonds and/or guarantees**

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**Z2.1**

**The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the *Employer* by a financial institution reasonably acceptable to the *Employer*.**

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**Z3 Additional clauses relating to Joint Venture**

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**Insert the additional core clause 27.5.**

- **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:**
    - i. **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;**
    - ii. **the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**
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**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*.**

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**Z4 Additional obligations in respect of Termination**

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**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."**

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

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**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.

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**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.

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**Z7 Protection of Personal Information Act**

**Z7.1**

The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

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**Z8 First Assessment Interval**

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**Z8.1**

In the event that the *Contractor* is not loaded on the vendor data base, the *Project Manager's* first assessment of the amount due will be done once the *Contractor* has been successfully loaded as a vendor on the *Employer's* data base following submitting all valid updated documents to the Procurement officer.

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**Z9      Transfer of rights**

The *Employer* owns the *Contractor's* rights over material, including but not limited to design and documentation, prepared for this contract by the *Contractor* except as stated otherwise in the Works Information.

The *Contractor* obtains other rights for the *Employer* as stated in the Works Information and obtains from a *SubContractor* or third party equivalent rights for the *Employer* of the material prepared by the *SubContractor*.

The *Contractor* provides to the *Employer* the documents which transfer these rights to the *Employer* at no costs to the *Employer*.

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**Z10      Obligations in respect of subcontracting**

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**Z10.9**

**The *Contractor's* Subcontracting percentage as detailed in the tender submission Returnable T2.2 -20 will constitute a binding agreement throughout the duration of the contract until *Completion*, if not, it will be deemed that the material term of the contract, which may constitute a reason for termination.**

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## 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:	



		<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .</b>	
11.2(14)	The following matters will be included in the Risk Register		
31.1	The programme identified in the Contract Data is		
<b>B</b>	<b>Priced contract with bill of quantities</b>		
11.2(21)	The <i>bill of quantities</i> is in		
11.2(31)	The tendered total of the Prices is	(in figures)	
		(in words), excluding VAT	
	<b>Data for Schedules of Cost Components</b>	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>	
61	in The hourly rates for Defined Cost of SSCC design outside the Working Areas are	<b>Category of employee</b>	<b>Hourly rate</b>
62	in The percentage for design overheads is SSCC	<b>%</b>	
63	in The categories of design employees SSCC whose travelling expenses to and from the Working Areas are included in Defined Cost are:		



<b>B</b>	<b>Priced contract with bill of quantities</b>	<b>Data for the Shorter Schedule of Cost Components</b>		
41 in SSCC	The percentage for people overheads is:	<b>%</b>		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	<b>% (state plus or minus)</b>		
22 in SSCC	The rates of other Equipment are:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	<b>Category of employee</b>		<b>Hourly rate</b>
62 in SSCC	The percentage for design overheads is	<b>%</b>		
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			





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## **C1.3: Form of Guarantee**

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## C1.3 Forms of Securities

### **Pro forma Performance Guarantee**

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

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

Option X13: Performance bond

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

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

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

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

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

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

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

Date:

Dear Sirs,

**Performance Bond for Contract No.** \_\_\_\_\_

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

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

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

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

I/We the undersigned

on behalf of the  
Guarantor

of physical address

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

1. The terms *Employer*, *Contractor*, *Project Manager*, *works* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.

2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.
4. This bond will lapse on the earlier of
  - the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
  - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:  
(say)  

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8. R 

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 This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa



Signed \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 201\_

at \_\_\_\_\_ this \_\_\_\_\_

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

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## **Part C2: Pricing Data**

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## **C2.1 Pricing Instructions – Option B**

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## **C2.2 Bill of Quantities**

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## Part 2: Pricing Data

Document reference	Title	No of pages
C2.1	Pricing instructions for Bill of Quantities	10
C2.2	The <i>bill of quantities</i>	16

## Part C2.1: Pricing Instruction: Option B

### 1. The conditions of contract

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

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

#### Identified and defined terms

11

11.2 (21) The Bill of Quantities is the 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 except the Preliminary and General Items.

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.

## **1.2 Guidance before pricing and measuring**

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (April 2013) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

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

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

## 2 Measurement and Payment

### 1. Symbols

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

<b>Abbreviation</b>	<b>Unit</b>
CD or CDP	Chart Datum
%	percent
H	hour
Ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
kPa	kilopascal
kW	Kilowatt
L	Litre
m	metre
mm	millimetre
m <sup>2</sup>	square metre
m <sup>3</sup>	cubic metre
m <sup>3</sup> -km	cubic metre-kilometre
MN	mega newton
MPa	mega Pascal
No.	Number
NGL	Natural Ground Level
PC-Sum	Prime cost sum
R/only	Rate only
SUM	Lump sum
T	ton (1000 kg)
W/day	Work week/day as defined in the Contract

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## 2. General assumptions

2.2.1 The Preliminary and General Items (Section 1) shall be priced in accordance with the 'Scope of Work' and other contractual obligations required to complete the work. Fixed preliminary items will be evaluated and paid on a proven cost basis and limited to the tendered amount.

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

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

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

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

2.2.4 Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.

2.2.5 Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.

2.2.6 An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.

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

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

2.2.9 The price against each item shall be deemed to take cognizance of the preambles and supplementary preambles within the boq, works information and all other documentation attached

### **3. DETAILED PRICING INSTRUCTION**

<b>Section</b>	<b>Description</b>
1 (A)	PRELIMINARY AND GENERAL
2 (B)	DEMOLITIONS
3 (C)	COASTAL STRUCTURES
4 (D)	PROVISIONAL SUMS

## **A Preliminary And General**

These pricing assumptions generally apply to Section A of the Bill of Quantities.

### **A 1. Variations To Sans 1200a: General**

#### **A 1.1. Fixed Charge Contractual Requirements (Clause 8.3.1)**

The sums priced for the fixed charge contractual requirements shall cover the *Contractor's* initial costs as specified in Clause 8.3.1 including insurance of the Works, material, plant and equipment and public liability insurance only in so far as these are not covered by insurance effected by the *Employer*.

#### **A 1.2. Time Related Contractual Requirements (Clause 8.4.1)**

The sums priced for time related contractual requirements shall cover all the *Contractor's* time related costs as specified in clause 8.4.1 including insurance of the Works, material, plant and equipment and public liability insurance only in so far as these are not covered by insurance effected by the *Employer*.

## **B Demolitions**

These Particular Pricing Assumptions generally apply to Section B of the Bill of Quantities.

### **B 1. Basic Principles**

The *Contractor* is referred to the Part C2.1 Pricing Assumptions: Clause 3: General Pricing Assumptions.

The *Contractor* is advised that part of the works will take place below water level and within the tidal range and in close proximity to existing structures and he shall take all precautions necessary to deal with water, work under water where required and

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to protect and minimise damage to adjacent structures during the works. Rates and Prices shall be deemed to include for this.

## **B 2. Particular Pricing Assumptions**

### **B 2.1. Demolitions Generally**

The rates and prices for the demolition and removal of materials shall include for removal to accepted dumpsites able to accept these materials. The *Contractor* is to source these dumpsites and shall arrange for the disposal of the materials at the accepted dumpsites and supply the *Supervisor* with the relevant documentation authorising the disposal at these sites.

All materials identified as salvage items shall remain the property of the *Employer* and shall be cleaned off and delivered to the designated *Employer's* storage depot and off loaded as directed unless otherwise stated.

The rates and prices shall be all inclusive prices for the demolition and removal of the specified items off site to accepted dump sites to be obtained by the *Contractor* or to store as indicated in the various items.

### **B 2.2. Particular Pricing Assumptions**

#### **B 2.2.1. Excavate for, demolish and remove obstructions off Site (obstruction size to be stated)**

.....  
Unit: Sum.

The unit of measurement for the various obstructions to be demolished and removed off Site shall be the number (No.).

The rates shall include for all costs in respect of the operations required for locating, exposing, excavating, breaking up and demolishing, where required, removal of the various obstruction and disposal off Site to an accepted dump site and all as specified in the Works Information.



B 2.2.2. Break up existing cement/concrete rat proofing

.....Unit. m<sup>2</sup>

The unit of measurement for breaking up the existing rat proofing shall be the square metre area of cement/concrete to be removed, measured in place.

The unit rate shall include all costs in respect of breaking up existing cement/concrete into suitable sizes and for spreading and levelling the demolished material as specified in the Works Information.

**C Coastal Structures**

These pricing assumptions are generally applicable to Section C of the Bill of Quantities.

**C 1. Basic Principles**

The *Contractor* is referred to Part C2.1 Pricing Assumptions: Clause 3: General Pricing Assumptions.

The *Contractor* is advised that part of the works will take place below water level and within the tidal range and in close proximity to existing structures and he shall take all precautions necessary to deal with water, work under water where required and to protect and minimise damage to adjacent structures during the works. Rates and Prices shall be deemed to include for this.

The following basic principles of measurement and payment are applicable for the Coastal Structures:

Rates and prices shall include the costs of:

1. Down time due to mechanical breakdown, maintenance, site conditions, wave action, weather conditions, surveys, etc.

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2. Compliance with the environmental monitoring requirements;
  3. Surveys for the purposes of control and measurement.

## **C 2. Computation Of Rock Quantities**

### **C 2.1. Revetment and Scour Rock**

Measurement and payment of the supply and placement of rock will be according to the measured volume of accepted rock material of the various grades, supplied and placed in position according to the design lines and levels as shown on the drawings and computed from as-built cross sections or digital terrain model to be prepared by the *Contractor* and accepted by the *Project Manager/ NEC Supervisor*.

In this regard the *Contractor* shall conduct the necessary in and out surveys, prepare and submit accurate as-built cross sections of the revetment taken at 10 metre spacing's over the entire length of the revetment or a digital terrain model, indicating the different rock layers and grading's. Rock placed outside the specified tolerances of the different layers, as shown on the design drawings, shall be corrected by the *Contractor* at his own expense.

In addition, the *Contractor* shall keep accurate, verifiable records of all imported rock, of the various grades, supplied, delivered to the Site and placed in position and must submit quarry delivery notes stating the mass and grade of rock material as supplied together with corresponding invoices from the quarry and on-site verification of delivery upon delivery to the Site.

All volumetric measurements shall be the net, in-situ volumes in accordance with the design lines and levels as shown on the drawings as verified by the *Contractor's* surveys and cross sections. No allowance for tolerances or bulking shall be included in the measured volumes and the Rates shall be deemed to include for this.



C 2.2. Blinding Layer (53mm Aggregate)

Measurement and payment of the supply and construction of blinding layer will be according to the verified mass of accepted aggregate material supplied from the quarry and placed within the specified tolerances.

Mass measurement shall be taken using a calibrated weighbridge note from the quarry. The *Contractor* shall keep accurate, verifiable records of all aggregate supplied, delivered to Site and placed in position and must submit quarry delivery notes stating the mass and grade of aggregate supplied at the quarry, corresponding invoices from the accepted quarry together with corresponding on-Site delivery verification records upon delivery to Site, detailed cumulative mass calculations, to the *Supervisor* for verification and acceptance. Aggregate placed outside the specified tolerances, as shown on the drawings, shall be corrected by the *Contractor* at his own expense.

C 2.3. Excavations

The volumetric measurement of the quantity of existing rock to be excavated and graded to profile shall be based upon in and out surveys taken prior to excavation and on completion of the layer and the preparation of as-built cross sections taken at 10 metre spacing's over the length of the affected area or a digital terrain model.

**C 3. Particular Pricing Assumptions**

C 3.1. Site Clearance

C 3.1.1. Clear site and remove debris to an accepted on-land dumpsite to be obtained by the *Contractor* .....Unit: m<sup>2</sup>

The unit of measurement shall be the square metre area on plan to the lines shown on the drawings of the site to be cleared.



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The rate shall include for the cost of clearing the site of all debris and all other material in order to prepare the site for the construction of the rock revetment and shall include for the removal of all material to an accepted dumpsite to be obtained by the *Contractor*.

C 3.2. Revetment

C 3.2.1. Supply and place imported armour rock material (type and size to be stated) for construction of revetment .....Unit: t

The unit of measurement shall be the mass in tons of imported armour rock placed in position as specified.

The rate shall include for all costs in connection with the supply and placement of the armour rock including procurement, loading, transporting, off-loading, handling, placement in the required position in the works, spreading and trimming to the specified dimensions, levels and tolerances, undertaking of all necessary surveys, removal of any surplus material, and all other activities required to achieve the finished product as specified in the Works Information.

C 3.2.2. Supply and place imported filter rock (type and size to be stated).....Unit: t

The unit of measurement shall be the mass in tons of filter rock placed in position as specified.

The rate shall include for all costs in connection with the supply and placement of the filter rock including procurement, loading, transporting, off-loading, handling, placement in the required position in the works, spreading and trimming to the specified dimensions, levels and tolerances, undertaking of all necessary surveys, removal of any surplus material and all other activities required to achieve the finished product as specified in the works Information.

C 3.2.3. Take from stockpile area and place filter rock (type and size to be stated).Unit: t

The unit of measurement shall be the mass in tons of stockpiled filter rock placed in position as specified.

The rate shall include for all costs in connection with placement of the filter rock from the stockpile. Including loading, transporting, off-loading, handling, placement in the required position in the works, spreading and trimming to the specified dimensions, levels and tolerances, undertaking of all necessary surveys, removal of any surplus material and all other activities required to achieve the finished product as specified in the Works information.

C 3.3. Blinding Layer

C 3.3.1. Supply and place imported 53mm aggregate blinding layer .....Unit: t

The unit of measurement shall be the mass in tons of the aggregate blinding layer placed in position as specified.

The rate shall include for all costs in connection with the supply and placement of aggregate blinding layer including procurement, loading, transporting, off-loading, handling, placement in the required position in the works, spreading and trimming to the specified dimensions, levels and tolerances, undertaking of all necessary surveys, removal of any surplus material and all other activities required to achieve the finished product as specified in the works Information.

C 3.4. Geotextile

C 3.4.1. Supply and place geotextile (Type to be stated) .....Unit:  
m<sup>2</sup>

The unit of measurement shall be the net square metre area of geotextile material as determined from the drawings, supplied and placed in accordance with the Works Information.



The rate shall include for the supply of geotextile material, handling and placing in position, securing in place, jointing, additional material at sides and end laps and for cutting and wastage.

C 3.5. Excavation

C 3.5.1. Excavate and stockpile existing revetment material

.....Unit: m<sup>3</sup>

The unit of measurement shall be the cubic metre volume of material to be excavated to the levels and profiles as specified in the Works Information.

The rate shall include for all costs in respect of excavation of the existing revetment material for the transport, temporary storage, sorting and testing of same in the stockpile area.

C 3.6. Tie-in to the existing storm water infrastructure

C 3.6.1. Tie-in to the existing storm water infrastructure

.....Unit: No

The unit of measurement shall be the number of tie-ins required to extend the existing storm water infrastructure; the details are as specified in the Works Information.

The rate shall include for all costs in respect of the supply and installation of the storm water tie-in requirements including delivery to the site, handling, stacking, storage and wastage.

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## **C2.2 Bill of Quantities**

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ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<b><u>SECTION NO. 1</u></b>				
	SANS 1200A/AB / 8.3	<b><u>PRELIMINARY &amp; GENERAL</u></b>				
		<u>Fixed preliminary items</u>				
		Fixed preliminary items will be valuated and paid the total value				
		<u>Time related preliminary items</u>				
		Time related preliminary items will be paid on the price of work done to date per the Project activities directly related to materials, escalation over the contract value excluding preliminaries costs				
		<b><u>FIXED PRELIMINARY ITEMS</u></b>				
	8.3.1	<u>Contractual Requirements</u>				
1		Contractual requirements, sureties, insurances, etc.	Sum	1		
	8.3.2	<u>Establishment of Facilities on Site</u>				
2		Offices for engineer, staff	Sum	1		
3		Name boards	Sum	1		
	8.3.2.2	<u>Facilities for Contractor</u>				
4	a)	Offices and storage sheds	Sum	1		
5	b)	Workshops	Sum	1		
6	c)	Ablution and latrine facilities	Sum	1		
7	d)	Tools and equipment	Sum	1		
8	e)	Water supplies, electric power and communications	Sum	1		
9	f)	Dealing with water	Sum	1		
10	g)	Access	Sum	1		
11	h)	Equipment	Sum	1		
	8.3.3	<u>Other fixed charge obligations</u>				
12		Health and safety	Sum	1		
13		Environmental	Sum	1		
14		As-built surveys	Sum	1		
15		Security	Sum	1		
16	8.3.4	Removal of site establishment	Sum	1		
17	8.8.2	Dealing with traffic	Sum	1		
	SANS 1200A/AB /	<b><u>TIME RELATED ITEMS</u></b>				
		<b><u>Time related preliminary obligations may relate to fixed preliminary items and items not listed</u></b>				
18	8.4.1	Time related obligations	Sum	1		
<b>Carried to summary:</b>						



ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<b><u>SECTION NO. 2</u></b>				
		<b><u>DEMOLITIONS</u></b>				
		<b><u>DEMOLITIONS BETWEEN BERTH 1 - 2</u></b>				
	B2.2.1	<b><u>Excavate for, demolish and remove obstructions off site</u></b>				
1		Removal of submerged obstruction less than 200kg	Sum	1		
2		Removal of submerged obstruction more than 200kg and less than 600kg	Sum	1		
3		Removal of submerged obstruction more than 600kg and less than 1000kg	Sum	1		
4		Removal of submerged obstruction more than 1000kg and less than 5000kg	Sum	1		
5		Removal of submerged obstruction more than 5000kg	Sum	1		
		<b><u>DEMOLITIONS BETWEEN BERTH 2 - 3</u></b>				
	B2.2.1	<b><u>Excavate for, demolish and remove obstructions off site</u></b>				
6		Removal of submerged obstruction less than 200kg	Sum	1		
		<b><u>DEMOLITIONS BETWEEN BERTH 3 - 4</u></b>				
	B2.2.1	<b><u>Excavate for, demolish and remove obstructions off site</u></b>				
7		Removal of submerged obstruction less than 200kg	Sum	1		
8		Removal of submerged obstruction more than 600kg and less than 1000kg	Sum	1		
9		Removal of submerged obstruction more than 5000kg	Sum	1		
		<b><u>DEMOLITIONS BETWEEN BERTH 6 - 7</u></b>				
	B2.2.1	<b><u>Excavate for, demolish and remove obstructions off site</u></b>				
10		Removal of submerged obstruction more than 5000kg	Sum	1		
		<b><u>Break up existing cement/concrete rat proofing</u></b>				
11	B2.2.2	Break up existing cement/concrete rat proofing (partially within the tidal range)	m <sup>2</sup>	300		
<b>Carried Forward:</b>						

		<b>Brought Forward:</b>				
		<b><u>DEMOLITIONS BETWEEN BERTH 7 - 8</u></b>				
	B2.2.1	<b><u>Excavate for, demolish and remove obstructions off site</u></b>				
12		Removal of submerged obstruction less than 200kg	Sum	1		
13		Removal of submerged obstruction more than 600kg and less than 1000kg	Sum	1		
14		Removal of submerged obstruction more than 1000kg and less than 5000kg	Sum	1		
		<b><u>Break up existing cement/concrete rat proofing</u></b>				
15	B2.2.2	Break up existing cement/concrete rat proofing (partially within the tidal range)	m <sup>2</sup>	1 100		
		<b><u>DEMOLITIONS BETWEEN BERTH 8 - BUNKER</u></b>				
	B2.2.1	<b><u>Excavate for, demolish and remove obstructions off site</u></b>				
16		Removal of submerged obstruction less than 200kg	Sum	1		
17		Removal of submerged obstruction more than 600kg and less than 1000kg	Sum	1		
		<b><u>Break up existing cement/concrete rat proofing</u></b>				
18	B2.2.2	Break up existing cement/concrete rat proofing (partially within the tidal range)	m <sup>2</sup>	1 000		
<b>Carried to summary:</b>						

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<b><u>SECTION NO. 3</u></b>				
	SANS 1200A/AB/Pricing	<b><u>COASTAL STRUCTURES</u></b>				
		<b><u>SLOPE STABILISATION AT MOLE (Chainage 0+560 to 0+665)</u></b>				
	E3.1	<b><u>Site Clearance</u></b>				
1	E3.1.1	Clear the site and remove debris to an approved on-land dumpsite	m <sup>2</sup>	2 050		
	E3.5	<b><u>Excavation</u></b>				
2	E3.5.1	Excavate and Stockpile existing material to be reused in revetment construction	m <sup>3</sup>	4 300		
	E3.2	<b><u>Supply and construction of revetment</u></b>				
3	E3.2.1	Supply and construct Armour 1 slope with rock of grading 900mm	t	9 050		
4	E3.2.2	Supply and construct Filter rock type 1 slope with rock of grading 300mm	t	2 827		
	E3.3	<b><u>Supply and construction of toe</u></b>				
5	E3.3.1	Supply and construct Armour 2 toe with rock of grading 800mm	t	5158.4		
	E3.3	<b><u>Blinding Layer / Void filler</u></b>				
6	E3.3.1	Supply and construct Blinding Layer with Filter rock type 3 of grading 53mm	t	1 600		
	E3.4	<b><u>Geotextile</u></b>				
7	E3.4.1	Supply and Install Grade A10 Bidum	m <sup>2</sup>	3 535		
		<b><u>SLOPE STABILISATION BETWEEN BERTH 1-2 (Chainage 0+740 to 0+821)</u></b>				
	E3.1	<b><u>Site Clearance</u></b>				
8	E3.1.1	Clear the site and remove debris to an approved on-land dumpsite	m <sup>2</sup>	3 900		
	E3.5	<b><u>Excavation</u></b>				
9	E3.5.1	Excavate and Stockpile existing material to be reused in revetment construction	m <sup>3</sup>	4 300		
	E3.2	<b><u>Supply and construction of revetment</u></b>				
10	E3.2.1	Supply and construct Armour 2 slope with rock of grading 800mm	t	3 040		
11	E3.2.1	Supply and construct Armour 3 slope with rock of grading 600mm	t	2 400		
12	E3.2.2	Supply and construct Filter rock type 1 slope with rock of grading 300mm	t	0		
<b>Carried Forward:</b>						

<b>Brought Forward:</b>				
	E3.3	<b><u>Supply and construction of toe</u></b>		
13	E3.3.1	Supply and construct Armour 2 toe with rock of grading 800mm	t	1760
	E3.4	<b><u>Blinding Layer / Void filler</u></b>		
14	E3.4.1	Supply and construct Blinding Layer with Filter rock type 3 of grading 53mm	t	5 280
	E3.4	<b><u>Geotextile</u></b>		
15	E3.4.1	Supply and Install Grade A10 Bidum Bidum	m <sup>2</sup>	2 400
		<b><u>SLOPE STABILISATION AT BERTH 1 (Chainage 0+665 to 0+740)</u></b>		
	E3.1	<b><u>Site Clearance</u></b>		
16	E3.1.1	Clear the site and remove debris to an approved on-land dumpsite	m <sup>2</sup>	1 200
	E3.5	<b><u>Excavation</u></b>		
17	E3.5.1	Excavate and Stockpile existing material to be reused in revetment construction	m <sup>3</sup>	4 300
	E3.2	<b><u>Supply and construction of revetment</u></b>		
18	E3.2.1	Supply and construct Armour 2 slope with rock of grading 800mm	t	2 880
19	E3.2.2	Supply and construct Filter rock type 1 slope with rock of grading 300mm	t	1 120
	E3.3	<b><u>Supply and construction of toe</u></b>		
20	E3.3.1	Supply and construct Armour 2 toe with rock of grading 800mm	t	1628.8
	E3.3	<b><u>Blinding Layer</u></b>		
21	E3.3.1	Supply and construct Blinding Layer with Filter rock type 3 of grading 53mm aggregate	t	640
	E3.4	<b><u>Geotextile</u></b>		
22	E3.4.1	Supply and Install Grade A10 Bidum Bidum	m <sup>2</sup>	1 400
		<b><u>SLOPE STABILISATION BETWEEN BERTH 2-3 (Chainage 0+903 to 1+074)</u></b>		
	E3.1	<b><u>Site Clearance</u></b>		
23	E3.1.1	Clear the site and remove debris to an approved on-land dumpsite	m <sup>2</sup>	5 100
	E3.5	<b><u>Excavation</u></b>		
24	E3.5.1	Excavate and Stockpile existing material to be reused in revetment construction	m <sup>3</sup>	1 300
	E3.2	<b><u>Supply and construction of revetment</u></b>		
25	E3.2.1	Supply and construct Armour 2 slope with rock of grading 800mm	t	5 440
<b>Carried Forward:</b>				

<b>Brought Forward:</b>							
26	E3.2.1	Supply and construct Armour 3 slope with rock of grading 600mm	t	6 240			
27	E3.2.2	Supply and construct Filter rock type 1 slope with rock of grading 300mm	t	4 640			
28	E3.2.2	Supply and construct Filter rock type 2 slope with rock of grading 120mm aggregate	t	1440			
29	E3.2.3	Take from stockpile and place filter rock	t	2080			
	E3.3	<b><u>Supply and construction of toe</u></b>					
30	E3.3.1	Supply and construct Armour 2 toe with rock of grading 800mm	t	1867.2			
	E3.3	<b><u>Blinding Layer /Voider Filler</u></b>					
31	E3.3.1	Supply and construct Blinding Layer with Filter rock type 3 of grading 53mm aggregate	t	5 280			
	E3.4	<b><u>Geotextile</u></b>					
32	E3.4.1	Supply and Install Grade A10 Bidum	m <sup>2</sup>	5 900			
	E3.6	<b><u>Tie-in to existing infrastructure</u></b>					
33	E3.6.1	Stormwater outlets	No.	2			
		<b><u>SLOPE STABILISATION AT BERTH 3 (Chainage 1+074 to 1+170)</u></b>					
	E3.1	<b><u>Site Clearance</u></b>					
34	E3.1.1	Clear the site and remove debris to an approved on-	m <sup>2</sup>	2 200			
	E3.5	<b><u>Excavation</u></b>					
35	E3.5.1	Excavate and Stockpile existing material to be reused in revetment construction	m <sup>3</sup>	2 200			
	E3.2	<b><u>Supply and construction of revetment</u></b>					
36	E3.2.1	Supply and construct Armour 2 slope with rock of grading 800mm	t	4 000			
37	E3.2.2	Supply and construct Filter rock type 1 slope with rock of grading 300mm	t	1 600			
38	E3.2.3	Take from stockpile and place filter rock	t	3 520			
	E3.3	<b><u>Blinding Layer</u></b>					
39	E3.3.1	Supply and construct Blinding Layer with Filter rock type 3 of grading 53mm aggregate	t	960			
	E3.4	<b><u>Geotextile</u></b>					
40	E3.4.1	Supply and Install Grade A10 Bidum	m <sup>2</sup>	2 100			
	E3.6	<b><u>Tie-in to existing infrastructure</u></b>					
41	E3.6.1	Stormwater outlets	No.	1			
<b>Carried Forward:</b>							

<b>Brought Forward:</b>				
<b><u>SLOPE STABILISATION AT BERTH 3-4</u></b> <b>(Chainage 1+170 to 1+260)</b>				
	E3.1	<b><u>Site Clearance</u></b>		
42	E3.1.1	Clear the site and remove debris to an approved on-land dumpsite	m <sup>2</sup>	3 000
	E3.5	<b><u>Excavation</u></b>		
43	E3.5.1	Excavate and Stockpile existing material to be reused in revetment construction	m <sup>3</sup>	4 300
	E3.2	<b><u>Supply and construction of revetment</u></b>		
44	E3.2.1	Supply and construct Armour 2 slope with rock of grading 800mm	t	2 720
45	E3.2.1	Supply and construct Armour 3 slope with rock of	t	3 040
46	E3.2.2	Supply and construct Filter rock type 1 slope with rock of grading 300mm	t	2 400
47	E3.2.3	Take from stockpile and place filter rock	t	6 880
	E3.3	<b><u>Blinding Layer</u></b>		
48	E3.3.1	Supply and construct Blinding Layer with Filter rock type 3 of grading 53mm aggregate	t	2 880
	E3.4	<b><u>Geotextile</u></b>		
49	E3.4.1	Supply and Install Grade A10 Bidum	m <sup>2</sup>	3 100
<b><u>SLOPE STABILISATION BETWEEN BERTH 6-7</u></b> <b>(Chainage 1+948 to 1+990)</b>				
	E3.1	<b><u>Site Clearance</u></b>		
50	E3.1.1	Clear the site and remove debris to an approved on-land dumpsite	m <sup>2</sup>	900
	E3.5	<b><u>Excavation</u></b>		
51	E3.5.1	Excavate and Stockpile existing material to be reused in revetment construction	m <sup>3</sup>	1 200
	E3.2	<b><u>Supply and construction of revetment</u></b>		
52	E3.2.1	Supply and construct Armour 3 slope with rock of grading 600mm	t	1 920
53	E3.2.2	Supply and construct Filter rock type 1 slope with rock of grading 300mm	t	960
54	E3.2.2	Supply and construct Filter rock type 2 slope with rock of grading 120mm aggregate	t	480
	E3.3	<b><u>Supply and construction of toe</u></b>		
55	E3.3.1	Supply and construct Armour 2 toe with rock of grading 800mm	t	912
	E3.3	<b><u>Blinding Layer</u></b>		
56	E3.3.1	Supply and construct Blinding Layer with Filter rock type 3 of grading 53mm aggregate	t	8 160
<b>Carried Forward:</b>				

<b>Brought Forward:</b>				
	E3.4	<b><u>Geotextile</u></b>		
57	E3.4.1	Supply and Install Grade A10 Bidum	m <sup>2</sup>	1 100
	E3.6	<b><u>Tie-in to existing infrastructure</u></b>		
58	E3.6.1	Stormwater outlets	No.	2
		<b><u>SLOPE STABILISATION AT BERTH 7 (Chainage 1+990 to 2+058)</u></b>		
	E3.1	<b><u>Site Clearance</u></b>		
59	E3.1.1	Clear the site and remove debris to an approved on-land dumpsite	m <sup>2</sup>	1 200
	E3.5	<b><u>Excavation</u></b>		
60	E3.5.1	Excavate and Stockpile existing material to be reused in revetment construction	m <sup>3</sup>	1 000
	E3.2	<b><u>Supply and construction of revetment</u></b>		
61	E3.2.1	Supply and construct Armour 3 slope with rock of grading 600mm	t	1 760
62	E3.2.2	Supply and construct Filter rock type 1 slope with rock of grading 300mm	t	960
	E3.3	<b><u>Supply and construction of toe</u></b>		
63	E3.3.1	Supply and construct Armour 2 toe with rock of grading 800mm	t	1476.8
	E3.3	<b><u>Blinding Layer</u></b>		
64	E3.3.1	Supply and construct Blinding Layer with Filter rock type 3 of grading 53mm aggregate	t	800
	E3.4	<b><u>Geotextile</u></b>		
65	E3.4.1	Supply and Install Grade A10 Bidum	m <sup>2</sup>	1 300
	E3.6	<b><u>Tie-in to existing infrastructure</u></b>		
66	E3.6.1	Stormwater outlets	No.	2
		<b><u>SLOPE STABILISATION BETWEEN BERTH 7-8 (2+058 to 2+233)</u></b>		
	E3.1	<b><u>Site Clearance</u></b>		
67	E3.1.1	Clear the site and remove debris to an approved on-land dumpsite	m <sup>2</sup>	5 600
	E3.5	<b><u>Excavation</u></b>		
68	E3.5.1	Excavate and Stockpile existing material to be reused in revetment construction	m <sup>3</sup>	4 300
	E3.2	<b><u>Supply and construction of revetment</u></b>		
69	E3.2.1	Supply and construct Armour 3 slope with rock of grading 600mm	t	9 760
70	E3.2.2	Supply and construct Filter rock type 1 slope with rock of grading 300mm	t	4 480
71	E3.2.2	Supply and construct Filter rock type 2 slope with rock of grading 120mm	t	2560
<b>Carried Forward:</b>				

<b>Brought Forward:</b>							
	E3.3	<b><u>Supply and construction of toe</u></b>					
72	E3.3.1	Supply and construct Armour 2 toe with rock of grading 800mm	t	3976			
	E3.3	<b><u>Blinding Layer</u></b>					
73	E3.3.1	Supply and construct Blinding Layer with Filter rock type 3 of grading 53mm	t	7 520			
	E3.6	<b><u>Tie-in to existing infrastructure</u></b>					
74	E3.6.1	Stormwater outlets	No.	5			
	E3.4	<b><u>Geotextile</u></b>					
75	E3.4.1	Supply and Install Grade A10 Bidum	m <sup>2</sup>	5 600			
<b><u>SLOPE STABILISATION AT BERTH 8 (Chainage 2+233 to 2+324)</u></b>							
	E3.1	<b><u>Site Clearance</u></b>					
76	E3.1.1	Clear the site and remove debris to an approved on-land dumpsite	m <sup>2</sup>	2 100			
	E3.5	<b><u>Excavation</u></b>					
77	E3.5.1	Excavate and Stockpile existing material to be reused in revetment construction	m <sup>3</sup>	1 300			
	E3.2	<b><u>Supply and construction of revetment</u></b>					
78	E3.2.1	Supply and construct Armour 3 slope with rock of grading 600mm	t	3 040			
79	E3.2.2	Supply and construct Filter rock type 1 slope with rock of grading 300mm	t	1 760			
	E3.3	<b><u>Supply and construction of toe</u></b>					
80	E3.3.1	Supply and construct Armour 2 toe with rock of grading 800mm	t	1 976			
	E3.4	<b><u>Geotextile</u></b>					
81	E3.4.1	Supply and Install Grade A10 Bidum	m <sup>2</sup>	2 200			
	E3.6	<b><u>Tie-in to existing infrastructure</u></b>					
82	E3.6.1	Stormwater outlets	No.	2			
<b><u>SLOPE STABILISATION BETWEEN BERTH 8-BUNKER (Chainage 2+324 to 2+ 487) 8 - BUNKER (Chainage 2+324 to 2+487 )</u></b>							
	E3.1	<b><u>Site Clearance</u></b>					
83	E3.1.1	Clear the site and remove debris to an approved on-land dumpsite	m <sup>2</sup>	6 000			
	E3.5	<b><u>Excavation</u></b>					
84	E3.5.1	Excavate and Stockpile existing material to be reused in revetment construction	m <sup>3</sup>	5 300			
<b>Carried Forward:</b>							



<b>Brought Forward:</b>				
	E3.2	<b><u>Supply and construction of revetment</u></b>		
85	E3.2.1	Supply and construct Armour 3 slope with rock of grading 600mm	t	10 400
86	E3.2.2	Supply and construct Filter rock type 1 slope with rock of grading 300mm	t	4 480
87	E3.2.2	Supply and construct Filter rock type 2 slope with rock of grading 120mm aggregate	t	2720
	E3.3	<b><u>Supply and construction of toe</u></b>		
88	E3.3.1	Supply and construct Armour 2 toe with rock of grading 800mm	t	3432
	E3.3	<b><u>Blinding Layer</u></b>		
89	E3.3.1	Supply and construct Blinding Layer with Filter rock type 3 of grading 53mm aggregate	t	5 440
	E3.4	<b><u>Geotextile</u></b>		
90	E3.4.1	Supply and Install Grade A10 Bidum	m <sup>2</sup>	5 800
	E3.6	<b><u>Tie-in to existing infrastructure</u></b>		
91	E3.6.1	Stormwater outlets	No.	3
		<b><u>SLOPE STABILISATION AT BUNKER (Chainage 2+487 to 2+645)</u></b>		
	E3.1	<b><u>Site Clearance</u></b>		
	E3.1.1	Clear the site and remove debris to an approved on-land dumpsite	m <sup>2</sup>	3 600
92	E3.5.1	Excavate and Stockpile existing material to be reused in revetment construction	m <sup>3</sup>	4 200
	E3.2	<b><u>Supply and construction of revetment</u></b>		
93	E3.2.1	Supply and construct Armour 3 slope with rock of grading 600mm	t	3 840
94	E3.2.2	Supply and construct Filter rock type 1 slope with rock of grading 300mm	t	1 760
	E3.3	<b><u>Supply and construction of toe</u></b>		
95	E3.3.1	Supply and construct Armour 2 toe with rock of grading 800mm	t	3432
	E3.3	<b><u>Blinding Layer</u></b>		
96	E3.3.1	Supply and construct Blinding Layer with Filter rock type 3 of grading 53mm aggregate	t	1 600
	E3.4	<b><u>Geotextile</u></b>		
97	E3.4.1	Supply and Install Grade A10 Bidum	m <sup>2</sup>	2 200
	E3.6	<b><u>Tie-in to existing infrastructure (details as per the typical sections on the drawings)</u></b>		
98	E3.6.1	Stormwater outlets	No.	7
<b>Carried to summary:</b>				

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<b><u>SECTION NO. 4</u></b>				
		<b><u>PROVISIONAL SUMS</u></b>				
		<b><u>BUDGETORY ALLOWANCES</u></b>				
		<u>Budgetory allowances are to be priced at bill rates or rates to be agreed to, in terms of the contract</u>				
1		Provide the sum of R300 000,00 for Hazcon Studies	Sum	1	300 000	300 000.00
2		Provide the sum of R 500 000 for diving requirements	Sum	1	500 000	500 000.00
<b>Carried to summary</b>						<b>800 000.00</b>

Section	<b><u>FINAL SUMMARY</u></b>	Page No.	
1	PRELIMINARY & GENERAL	1	
2	DEMOLITIONS	3	
3	COASTAL STRUCTURES	10	
4	PROVISIONAL SUMS	1	800 000.00
	Sub-total		
	Value Added Tax @15%		
	TOTAL INCLUDING VAT CARRIED TO FORM OF OFFER AND ACCEPTANCE		

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## **Part C3: Scope of Services**

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# The Contract

## Part C3: Scope of work

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## C3 SCOPE OF WORK

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### C3.1 EMPLOYER'S WORKS INFORMATION

#### 1. DESCRIPTION OF THE WORKS

##### 1.1 Executive Overview

The *Works* that the *Contractor* is to perform are the Marine and Civil engineering *Works* for the upgrade of sea walls at the Island View Precinct, in the Port of Durban. The *Works* will take place specifically along Berth 1, 3, 7, 8, 10 (Bunker), and the Mole. The major activities of the *Works* include:

- Execution of Bathymetric Multi-beam surveys.
- Underwater excavation (working from a floating platform).
- Preparation and shaping of existing revetment.
- Supply and delivery of armour rocks.
- Construction of rock revetment (working from waterside).
- Extension of Stormwater outlets

The *Contractor* shall provide the *Works* in accordance with the technical, health and safety, environmental, quality, industrial relations and programming requirements as set out in the *Works* Information.

The figure below provides a detailed depiction of the Island View Terminal.



**Figure 1-1: Island View Terminal**

The *Works* extends along the shoreline of the Island View Basin. From the Mole on the eastern side of the Site and moving south-west along Berths No. 1 to Bunker Berth (Berth 10) along the Southern boundary of the Site (totalling 9 adjacent berths).

During the construction period, the Port will continue its operations. The *Contractor* will be given access to one section at a time as indicated on the Constructability Report



(Annexure C3) of the *Works*, it should be noted that landside access for the execution of the *Works* will not be available. Operations will take precedence during this construction phase.

The *Employer's* designs specify the solution for upgrading the existing revetments, which is specified in detail in Annexure-C1 and Drawings provided. The solution for the upgrades includes:

- Preparation for construction of revetment toe (includes underwater excavation or backfilling and levelling of the seabed).
- Supply, and placement of filter rock to blind the existing revetment.
- Supply and placement of geotextile fabric on to embankment.
- Supply and placement of filter rock.
- Supply and placement of armour rock.
- Extension of existing stormwater outlet pipes.

The extents of the revetments shall be in accordance with the drawings. The slopes, crest widths, and levels shall be in accordance with the drawings.

The current revetment at the Mole, which is around 105m long, has experienced deterioration and will be upgraded through the construction of a new rock revetment over the existing structure.

The section from Berth No. 1 to the Bunker Berth (Berth 10) spans approximately 2km, excluding Berth No. 9, this section also has areas of deterioration such as collapsed rock revetment slope and damaged sheet piles. The Upgrades will be carried out on the revetments along this section, except for the areas in front of Berths No. 2, 4, 5, and 6, as these have already been upgraded previously. The upgrades will be implemented in the spaces between existing berths, beneath existing decks, and around existing piles.

## 1.2 *Employer's* Objectives

The *Employer* has established certain objectives to safeguard the Island View Terminal, which is not only designated as a National Key Point but also classified as a Major Hazardous Installation, for the foreseeable future. These objectives involve upgrading the seawalls to preserve the structural stability of the shoreline and to safeguard the landside infrastructure from potential damage.

An important aspect of these objectives is the commitment to ensure uninterrupted operations at the terminal during construction. To achieve this, only one specific section (as shown in Drawing No. S2063-DR-GA-102 REV A) of the terminal will be taken out of service at any given time, allowing the rest of the terminal to remain fully operational. This measure is taken to minimize disruptions and maintain the terminal's functionality throughout the construction process.

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

Emphasis is placed on the *Employer's* commitment to environmental management and safety and their objective of Zero Harm and the *Employer's* objective of achieving a zero LTI and zero environmental legal contravention during the construction contract. Furthermore, it is emphasised that the *Works* fall within an environmentally sensitive estuary and as such, it is the *Employer's* objective to ensure full compliance with the conditions of the Environmental Authorisation issued by the Department of Environmental Affairs, Transnet's Construction Environmental Management Plan and Standard Environmental Specifications.

### 1.3 Overview of the *Works*

#### 1.3.1 The Mole

Providing the *Works* is carried out between, and adjacent to, the operational Island View Terminal berths stretching from Berth No. 1 on the eastern-most side of the terminal to the Bunker Berth on the western-most side of the terminal (Refer to Figure 1-1: Island View Terminal). Providing the *Works* is also carried out at the Mole, which is the existing revetment just west and south of Berth No. 1 and includes a tie-in to the beach and existing structures. Construction will be carried out above and below water level.

The Mole is approximately 105m of existing rock revetment which will be upgraded by constructing a new rock revetment over the existing. Landside and offshore access will be allowed to carry out the Mole construction. The Mole upgrade scope includes, but is not limited to:

- Hydrographic and drone surveys;
- Setting out the *Works*;
- Removing obstructions and/or trimming the existing revetment rock;
- Procure, place and trim a graded filter rock blinding layer over the existing revetment rock to create a smooth and profiled surface for the placement of geotextile fabric;
- Procure and place geotextile fabric over the blinding layer;
- Procure, place and trim a graded filter rock layer over the geotextile; and
- Procure, place and trim a graded armour rock layer over the filter rock layer.

### 1.3.2 Berth No. 1 to Bunker berth (Berth 10)

Existing Berths No. 1 to Bunker Berth are operational berths. The existing berth structures differ in design as shown in the Site Information. Landside access will not be allowed on the berths or between the berths. Offshore access will be allowed in Sections and the *Employer* will decommission berths as required to provide access to each Section. The existing revetment slopes at Berths No. 2, 4, 5 and 6 will not be upgraded. The upgrading of the revetments at Berth No. 1, 3, 7, 8 and Bunker Berth will be constructed between and around piers, below the deck and around piles. The upgrades to the existing revetments in these areas can be summarized as, but not limited to:

- All items of work as listed for the Mole (above);
- Multiple tie-ins and interfaces with existing concrete structures; and
- Extending the existing stormwater outlet pipes.

The upgrading of the revetments between Berths includes, but is not limited to:

- All items of work as listed for the Mole (above), but extending further offshore and a toe placed against a retaining sheet-pile wall;
- Tie-in of items of the *Works* to existing infrastructure; and
- Extending existing stormwater outlet pipes.

In the execution of the *Works*, the *Contractor* makes an allowance in his tender bid for the removal of submerged obstructions or foreign objects.

### 1.3.3 Location of the *Works*

The project is situated within the eThekweni Municipality, specifically in the Port of Durban. The Island View Terminal, which is South Africa's largest Liquid Bulk import and export terminal, is positioned alongside the Bluff within the Port of Durban. It holds the designation of being a National Key Point and Major Hazardous Installation. The project site is specifically located in the Island View area, encompassing the Island View Terminal as depicted in the provided figures.

Refer to Figure 1 1: Location of the Site within the Port of Durban

## 1.4 Interpretation and terminology

Wherever the following words or phrases are used in the listed or referred documentation, they are interpreted in this contract as follows:

<b>Word or phrase</b>	<b>Interpretation</b>
"Transnet National Ports Authority (TNPA), A Division of Transnet SOC LTD, Registration no.	The <i>Employer</i>

<b>Word or phrase</b>	<b>Interpretation</b>
1990/000900/30" or "Transnet" in the context of: owner, occupier or user of the new asset; insurer of the <i>Works</i> ; paymaster (i.e. Transnet shall pay); a party to the contract	
Accepted, acceptable, approved, approval, by or to the satisfaction of the <i>Project Manager</i> , Engineer or the Architect	Accepted, acceptance, by the <i>Project Manager</i> or the <i>Supervisor</i> as determined by the conditions of contract
accepted by (or to the satisfaction of) the <i>Project Manager</i> , Engineer or the Architect	accepted by the <i>Project Manager</i> or the <i>Supervisor</i> depending on the context.
a duty, procedure, decision or action of the Engineer or the Architect and/or the Superintendent, client representative, Site <i>Supervisor</i> or Clerk of <i>Works</i>	an action of the <i>Project Manager</i> or the <i>Supervisor</i> depending on the context. Clause 14 of the Core Clauses determines what the actions of each are. Either may delegate in terms of Clause 14.2
Engineer, Architect	<i>Project Manager</i> or the <i>Supervisor</i> depending on the context.
Specification, Project Specification	The <i>Employers Works</i> Information ( <i>Works</i> Information) together with all other documentation and standards referred to therein.
Materials	Plant and/or Materials depending on the context
Machinery	Equipment
<i>Contractor</i>	<i>Contractor</i>
Port	Port of Durban

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

<b>Abbreviation</b>	<b>Meaning given to the abbreviation</b>
BBBEE	Broad Based Black Economic Empowerment

<b>Abbreviation</b>	<b>Meaning given to the abbreviation</b>
BS	British Standards Institute Specifications
CEMPr	Construction Environmental Management Programme
CD or CDP	Chart Datum will be taken as Chart Datum Port which is 0.9m below the land levelling datum (This abbreviation may also be used to describe a Compact Disc)
CDS	<i>Contractor</i> Documentation Schedule
ESC	Environmental Standards for Construction
EO	Environmental Officer
IHO	International Hydrographic Organisation
IP	Industrial Participation
IR	Industrial Relations
IRCC	Industrial Relations Co-ordinating Committee
MSL	Mean Sea Level
Native	Original electronic file format of documentation
TNPA	Transnet National Ports Authority
OD	Outer diameter
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PM	<i>Project Manager</i>
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
ProgEM	Programme Environmental Manager

<b>Abbreviation</b>	<b>Meaning given to the abbreviation</b>
ProjEM	Project Environmental Manager
QA	Quality Assurance
SAMSA	South African Maritime Safety Authority
SANS	South African National Standards
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee
UCS	Unconfined Compressive Strength

## 1.5 Definitions

The following definitions apply in this *Works* Information:

Mean Sea Level: Land Levelling Datum, abbreviated as MSL.

Chart Datum Port: Tidal Datum, abbreviated as CDP. This level will be taken 0.9 m below Mean Sea Level.

UCS: Unconfined Compressive Strength (UCS) is the load per unit area at which unconfined prismatic or cylindrical samples of the soil fail in a simple compression test.

## 2. ENGINEERING

### 2.1 *Employer's Design*

The *Employer* designs all parts of the *Works*, except for the detailed long-sections (horizontal & vertical alignments) and cross-sections for the upgrading of the revetment slopes. The *Employer* provides a functional specification for designing the revetment alignments and slopes.

The design work for the permanent *Works* has been undertaken by Transnet National Ports Authority. The *Employer's* design for the *Works* is contained in the *Works Information* and all annexures thereto, including drawings and technical specifications.

- The *Employer* grants the *Contractor* a licence to use the copyright in design data presented to the *Contractor* for the purpose of the *Works* (and the *Contractor's* obligation under paragraph 2.2 of the *Employer's Works Information*) ONLY.
- The information that the *Contractor* requires from the *Employer* under bullet above will be made available on request and limited to the specific detail as the *Project Manager* determines.
- The *Employer* provides the *Contractor* with a constructability proposal as Annexure-C3 (Constructability Report) of this *Works* information document.

### 2.2 *Contractor's Design*

The *Contractor* designs the revetment alignments and cross-sections based on the *Employer's* functional specification provided in this *Works Information*, further to this the *Contractor* is to design the following parts of the *Works*:

- All required temporary *Works* other than the permanent *Works* indicated on the drawings and which shall be removed from the Site on completion of the *Works*. The major temporary *Works* requiring *Contractor's* design include but are not limited to:
  - Design of the temporary access platform for load of material from landside to waterside (Ensure that the platform maintains a reasonable distance or clearance from the structure of Berth 9).
  - Design tie-ins for the new revetment to the existing infrastructure (this must include but not limited to tying into Deck-on-Pile Structures, Sheet-Piles, Cope Beams, Stormwater Outlets etc.).
  - Design of access route to the site office establishment, material stockpile area including traffic control system for entrance to the site. This must include preparing traffic management plan detailing but not limited to delivery routes, links between sites, traffic control, signs, considering traffic constraints, congestion etc.

- Design of method of transportation of material and equipment from loading area to quayside site on a floating platform considering vessel traffic constraints.
- Method and equipment for placement of rocks from the waterside, extension of stormwater outlets. Guides and templates required for the installation of the straight web steel sheet piles to form the cellular steel caissons.
- Design method and equipment for loading and offloading of material from landside to waterside.
- Design of temporary retaining structures (e.g. sheet piles).
- Further details of design requirements for the parts of the *Works* which the *Contractor* is to design are provided in the relevant technical specifications included within annexures which forms part of this *Works* Information and attached herein.
- The *Contractor* shall appoint suitably qualified and experienced designers to carry out such work and shall indemnify and hold indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of his designs.
- All designs/calculations must be done by an authenticated and authorised Professional Engineer registered with the Engineering Council of South Africa. The *Contractor* shall submit to the *Project Manager* details of the Professional Engineer registered with the Engineering Council of South Africa prior to starting any design of temporary *Works*. The *Contractor* shall submit to the *Supervisor* for acceptance all design calculations and drawings for all temporary *Works*.
- The *Contractor* shall be responsible for full compliance with all codes of practice, safety, professional procedures, checking, Site approval and requirements of the construction regulations with regards to temporary *Works* including developing and submitting maintenance plans for acceptance by the *Project Manager* for all temporary *Works* designed by the *Contractor*.
- The *Contractor* is responsible in his design for the overall integration of the design of the *Works* with the design of the *Employer* as stated under clause 2.1.
- Unless expressly stated to form part of the design responsibility of the *Employer* as stated under clause 2.1 and whether or not specifically stated to form part of the design responsibility of the *Contractor* under this clause 2.2, all residual design responsibility and overall responsibility for the total design solution for the *Works* rests with the *Contractor*.

### 2.3 Procedure for Submission and Acceptance of *Contractor's* Design

The *Contractor's* documentation shall be issued to the *Project Manager* under cover of the *Contractor's* Transmittal Note indicating all Contract references (i.e. Project No,



Contract No, etc.) as well as the *Contractor's* Project Document Number, Revision Number, Title and chronological listing of transmitted documentation. Formats of *Contractor* data submitted is dependent on the project procedure and shall be specified by the *Project Manager*, upon the notified request of the *Contractor*.

The *Contractor* shall deliver both hard copies (printed single sided) and electronic media copies (CD Rom/Flashdrive) to the *Project Manager* either at the address stated within the Contract Data or at the Project Site Office.

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

Acceptance of documentation by the *Project Manager* will in no way relieve the *Contractor* of his responsibility for the correctness of information, or conformance with his obligation to provide the *Works* in accordance with conditions of contract as stated in clause 14.1 of NEC ECC 3. This obligation rests solely with the *Contractor*.

After review, a copy of the original reviewed/marked-up drawing/document, with the *Project Manager's* consolidated comments and document status marked on the *Contractor* Review Label, is scanned and the copy shall be returned to the *Contractor* under cover of the project's Transmittal Note for revision or re-submittal as instructed.

The *Contractor* shall allow the *Project Manager* 2 weeks unless otherwise stated and agreed to review and respond to the *Contractor's* submission of their documentation, i.e. from time of receipt by the project to the time of despatch. The *Contractor* does not proceed with the relevant work until the *Project Manager* has accepted or accepted with comments his design.

On receipt of the reviewed documentation the *Contractor* shall make any modifications requested/marked-up and resubmit the revised documentation to the *Project Manager* within 2 weeks. Queries regarding comments/changes should be addressed with the *Project Manager* prior to re-submittal.

Any re-submittals, which have not included the changes/comments identified, will be returned to the *Contractor* to be corrected. The *Contractor* shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue within 2 working days of receipt of the marked-up document.

#### 2.4 Use of *Contractor's* Design

The *Contractor* grants the *Employer* a licence to use the copyright in all design data presented to the *Employer* in relation to the *Works* for any purpose in connection with the construction, re-construction, refurbishment, repair, maintenance and extension of the *Works* with such licence being capable of transfer to any third party without the consent of the *Contractor*.

## 2.5 Design of Equipment

The *Contractor* designs all items of Equipment.

The *Contractor* must submit to the *Project Manager* the particulars of the design of any item of Equipment, and the minimum requirements for the submission are:

- a) A description of the purpose of the design and where it will be used by the *Contractor*;
- b) An electronic copy of the detailed design calculations, checked and signed by a Professional Engineer registered with ECSA (Engineering Council of South Africa); and
- c) An electronic copy of construction drawings, where applicable, signed by a Professional Engineer registered with ECSA.

## 2.6 Equipment Required to be Included in the *Works*

No Equipment is required to be included in the *Works*. All Equipment installed by the *Contractor* for the purpose of this work shall be decommissioned and removed by the *Contractor* on completion of the *Works*.

# 3. PROCUREMENT

## 3.1 Code of Conduct

The *Employer* 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 the *Employer* must understand and support. These are:

- The Transnet Detailed Procurement Procedure (DPP);
- 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); and
- The Anti-Corruption Act.

This code of conduct has been included in this contract to formally apprise the *Employer* Suppliers of the *Employer's* expectations regarding behaviour and conduct of its Suppliers.

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

The *Employer* 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.

- *The Employer will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.*
- *The Employer and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.*
- Employees must not accept or request money or anything of value, directly or indirectly, to:
  - Illegally influence their 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 decision stakeholders involved in sourcing decisions; or
  - Gain an improper advantage.

There may be times when a supplier is confronted with fraudulent or corrupt behaviour of the *Employer* employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts (0800 003 056).

### 3.1.2 The *Employer* 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.*
- *The Employer does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting)*

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

Generally, Suppliers have their own business standards and regulations. Although The *Employer* 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 the *Employer* 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.

### 3.1.4 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 the *Employer*.

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

## 3.2 Invoicing and Payment

### 3.2.1 Invoicing

When the *Project Manager* certifies payment following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

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

The invoice is presented as an original.

The *Contractor* will have been required to submit all documents as required by the Transnet Group Supplier Declaration Form, prior to any payments being made.

The Tax Invoice States the Following:

- Name of the *Contractor* as it appears in the Contract documentation;
- Tax Invoice addressed to Transnet National Ports Authority;
- Transnet National Ports Authority's VAT No: 4720103177;
- Tax Invoice number;
- The *Contractor's* VAT Number;
- The Contract number;
- The tax invoice is to be accompanied by statement;

- The VAT registration number of the *Employer*;
- The amount paid to date;
- The value of the tax invoice split into payment activities as per the Conditions of Contract;
- Any retention monies to be deducted from the tax invoice;
- Any interest payable;

Proof of ownership of any materials supplied and included for payment must be submitted.

The *Contractor* submits pro-forma copies of the tax invoices to the *Project Manager* for review and acceptance on or before the last working day prior to the 20th day of each month.

The *Contractor* submits the approved tax invoices to the *Employer's* designated representative on or before the last working day prior to the 25th day of each month.

The Tax Invoice is accompanied by the *Project Manager's* certification of payment.

The invoice is presented either by e-mail or by hand delivery.

Tax Invoices submitted by hand are presented to:

Asanda Dube  
*Project Manager*  
Port Engineering Department  
Transnet National Ports Authority  
Queens Warehouse Building  
Port of Durban

Tax Invoices submitted by e-mail are to be delivered to:

[Asanda.dube@transnet.net](mailto:Asanda.dube@transnet.net)

Asanda Dube  
*Project Manager*  
Port Engineering Department  
Transnet National Ports Authority  
Queens Warehouse Building  
237 Mahatma Gandhi Rd  
Port of Durban  
4001

### 3.2.2 Payment

The *Contractor* ensures that the *Employer* has his correct banking information to make the transfer.

### 3.3 People

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

## 4. CONSTRUCTION AND COMPLETION OF WORKS

### 4.1 Work Specifications

#### 4.1.1 General Specifications

The *Contractor* complies with the specifications listed below. The specifications are contained in Annexures attached to this *Works* Information:

- Annexure A1: Health & Safety Specifications for the Port of Durban
- Annexure A2: Construction Environmental Management Plan
- Annexure A3: Baseline Risk Assessment
- Annexure A4: Quality Management
- Annexure A5: Principle Controlled Insurance
- Annexure A6: Rules for Landside Access and Permitting
- Annexure A7: Harbour Master's Rules for Navigating in the Port

#### 4.1.2 Standardised Specifications

The *Contractor* complies with the latest edition of the Standardised Specifications, including all references), listed below.

The Standardized Specifications are not necessarily aligned with NEC3 identified and defined terms. The section titled "Interpretation and terminology" rectifies the terms used in the standardized specifications.

The Standardised Specifications are part of the *Works* Information and are intended to state the technical requirements and constraints for Providing the *Works*. As such, any reference to measurement and payment in the Standardised Specifications is not applicable to the *Works* Information and shall be ignored.

If any requirements of this *Works* Information conflict with the requirements of the Standardised Specification, the requirements of this *Works* Information shall prevail.

The list of Standardised Specifications is:

SANS 201	Sieve analysis, fines content and dust content of aggregates
SANS 1083:	Aggregates from natural sources: Aggregates from concrete
SANS 1491-1:2005:	Portland cement extenders - Part 1: Ground granulated blast furnace slag
SANS 1491-2:2005:	Portland cement extenders - Part 2: Fly ash
SANS 1491-3:2005:	Portland cement extenders - Part 3: Silica Fume
SANS 4427	Plastics piping systems — Polyethylene (PE) pipes and fittings for water supply
SANS 50197-1:2000:	Cement Part 1: Composition, specifications and conformity criteria for common cements
SANS 5842	Aggregates in Concrete
SANS 5862-1:	Concrete Tests – Consistence of freshly mixed concrete – Slump Test
SANS 5862-2:	Concrete Tests – Consistence of freshly mixed concrete – Flow Test
SANS 1200 A:	General
SANS 1200 AB:	Engineers' office
SANS 1200 D:	Earth <i>Works</i>
EN 10248-1:1996:	Hot rolled sheet piling of non-alloy steels – Prt 1: Technical delivery conditions.
BS 6349-5:	Maritime structures

#### 4.1.3 Variations to Standardised Specifications

The variations to the Standardised Specifications are stated in the Annexes listed below. These documents only state the variations and are read in conjunction with the applicable Standardised Specification.

The following Variations to Standardise Specifications apply:

Annexure B1: Variations to SANS 1200 A: PSA: General.

Annexure B2: Variations to SANS 1200 AB: PSAB: Engineer's Office.

Annexure B3: Variations to SANS 1200 G: PSG: Concrete

#### 4.1.4 Particular Specifications

The following Particular Specifications apply:

Annexure C1: Coastal Structures

Annexure C2: Marine Excavations

#### 4.1.5 Generic Specifications

The following Generic Specifications apply:

Annexure E1: Geotextile

Annexure E2: Rock

Annexure E3: Hydrographic Surveys

Annexure E4: Drone Surveys

### 4.2 Site Usage and Access

#### 4.2.1 Access to the port and the site

The *Contractor* will not have uncontrolled or free access to the Port or the Site. The *Employer* and Others will enforce access requirements in the form of security controls and permitting for all *Contractor's* People and Equipment. The procedures that must be complied with for gaining access are stipulated in Annexure A7 and Annexure A8.

The *Contractor* shall obtain the TNPA (port) and Island View Precinct (Cutler Complex) entry permits for all of the *Contractor's* people working within the Port of Durban and/or Island View in accordance with the access control requirements of the terminal and the Port. The *Contractor* is also required to obtain the relevant permits for his Sub-*Contractors* and all suppliers. The *Contractor* is required to make applications for these permits on behalf of his workers, suppliers and sub-*Contractors*, and is to nominate a single person to liaise with the relevant port and terminal authorities. TNPA and TPT permits will be provided free of charge by the *Employer*. The *Employer's* safety practitioner will assist the *Contractor* in obtaining these permits. However, the Island View Cutler Complex permits will be issued at a price of R160.00 per person at the cost of the *Contractor*. All *Contractor's*/sub-*Contractor's* personnel will be required to carry the access permit received from Cutler security at all times which indicates person's name and identification numbers who will be entering the terminal for the duration of the contract.

The *Contractor* provides all personal including sub-*Contractor's* staff working within the Site with *Contractor* identification cards which detail the company name individual's name, photograph, identity number and superior's name and contact number. All costs incurred in providing construction personnel with ID cards shall be borne by the *Contractor* and shall be made by the *Contractor* to a standard acceptable to the *Project*



*Manager.* The details of information indicated on cards will be agreed during the execution phase of the *Works*.

The *Contractor* is to be in constant consultation with the Port's security operations to ensure compliance with all the required security procedures.

*Contractor's* People and Equipment that comply with the access requirements will be allowed access to and from the Site during the working hours. Access to and from the Site outside of these working hours is only permitted by prior arrangement with the *Project Manager*.

Roads are used in accordance with the SMP.

Navigational areas are used in accordance with Annexure A8. The *Contractor* obtains permission from Port Control for all movements of marine Equipment within the boundaries of the Island View Channel as defined on the Navigational Charts for the Port of Durban. Permission by Port Control will depend on vessel movements by Others within the Port. The *Contractor* considers in his planning and methodology that he will not have sole use of the Port or the Site when Providing the *Works*.

The *Employer* allows the *Contractor* access to the mooring dolphin to the west of Berth No. 9 for mooring his marine Equipment and loading/offloading Plant and Materials. The *Contractor* takes cognisance of the fact that the dolphin is not a berth and therefore the Port does not maintain depth limitations at the dolphin.

#### 4.2.2 Access to the *Contractor's* Site

The *Contractor* is responsible for security control of his site camp deemed necessary in accordance to their approach to the *Works*, to this end the *Contractor* must submit a security management plan (for all the Working Areas) to the *Project Manager* for acceptance. The *Contractor's* commencement of establishment for any Working Areas cannot take place without an accepted security management plan from the *Project Manager*.

The *Contractor* must make for provision for security services for the new *Contractor's* access gate situated at the boundary fence of the site. Security services grade to be aligned to current TNPA/TPT security grades and must be on duty 24 Hours day, 7 days a week, and 365 days a year for the full duration of the *Works*.

The cost of complying with this access security, including labour transport and access requirements, obtaining and maintaining access cards for the duration of the *Works* for the people working on the Site is all to the *Contractor's* account.

#### 4.2.3 Access to Sections

The *Works*, which extend from Berth No. 1 to the Bunker Berth (Berth No. 10) have been divided into sections. The *Contractor* is restricted from working in more than one

section at any given time. The sections have been defined to coincide as far as possible with the nine berths that are affected by the *Works*. The aim of this division into sections is to ensure, where possible, that only one berth is non-operational at any given time. Where this is not practically possible, and two berths are affected, the access and sectional completion dates are defined to limit the time over which two berths will be affected simultaneously. Sections are defined in Drawing No. S2063-DR-GA-102 REV-A. Berths within each Section will be temporarily decommissioned by the *Employer* from the access date until Completion of the relevant Section.

A procedure is followed to manage access to a Section. The procedure is initiated by the *Contractor* who submits a formal access request to the *Project Manager*. The *Project Manager* makes the necessary arrangements and issues an access certificate, after which the *Contractor* is allowed access to provide the *Works*. The access request triggers the commencement of time for Completion of the Section. The procedure is described in more detail below.

The *Contractor* plans his work to determine when access is needed and initiates a request for access to a Section. The date of the request for access triggers a two-week period to allow the *Employer* time to decommission the applicable berth and provide access for the *Contractor*. The time allowed for Completion of the Section starts from the date when access is requested by the *Contractor*. Access to a berth will only be granted by the *Project Manager* if the *Contractor* has complied with the requirements to complete work in a previous area. The work which has to be done to achieve Completion of a Section is stated later in this *Works* Information. The *Contractor* takes cognisance in his planning of the importance of the timing of the request of access to a Section, since the request for access determines the Sectional Completion Date and cannot be withdrawn or cancelled.

The *Contractor* is allowed access to all areas for planning and preparation activities, which may include survey and diving operations, provided that such activities cause no risk to and no interference with port operations. Such access is subject to acceptance by Port Control, the berth operator, and the Master of a vessel at berth. The access request is issued to the *Project Manager*.

#### 4.2.4 Access for Diving Operations

The *Contractor* obtains a diving permit from the Harbour Master through the *Project Manager* who is given 24hr notice of times when diving operations are to be commenced. Such permit is presented to the *Project Manager* for cancellation on completion of diving. Whilst vessel pilots and the master of any ship in the vicinity will be warned of such diving operations, the *Contractor* remains responsible for ensuring the safety of his divers.

The *Contractor*, when devising his methods and considering the risks, takes cognisance of the effect of the wash from ships or tugs on divers.

The *Contractor* does not proceed with diving work without prior acceptance of the Method Statement and Risk Assessment by the *Supervisor* or *Project Manager*.

The *Project Manager* or *Supervisor* may make use of independent divers for checking underwater work when deemed necessary. The *Contractor* renders assistance in this regard by providing access and any information that is required by the *Project Manager* or *Supervisor* to carry out independent diving activities on Site.

#### 4.2.5 Access for monitoring surveys

Landside access to the berths and to existing pipe rack foundations will be allowed for carrying out monitoring surveys as required in this *Works* Information. Surveying takes place while Others are using the berths.

### 4.3 Plant and Materials

#### 4.3.1 Plant and Materials supplied by *Employer*

The *Employer* does not supply the *Contractor* with any Plant and Materials.

#### 4.3.2 Plant and Materials provided by *Contractor*

All Plant and Materials required to Provide the *Works* are supplied by the *Contractor*. The *Contractor's* tender bid for this contract must be based on a "wet" rate for plant/machinery.

All Plant and Materials are new and unused.

Where Plant and Materials originate from outside the Republic of South Africa, all such Plant and Materials are of merchantable quality, to a recognised national standard or international standard as specified elsewhere in this *Works* Information, with all proprietary products installed to manufacturers' instructions. The construction of the rock revetment must include the procurement of specified gradings of rock from a quarry licensed by the Department of Mineral Resources and Energy in the Durban area.

The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Supervisor* on each occasion where replacement is required.

The *Contractor* at all times, provides protection for all Plant and Materials from damage or loss due to weather, fire, theft, unexplained disappearance or other similar casualty.

#### 4.3.3 Title to Materials from excavation and demolition

The *Contractor* has no title to materials from excavations or demolitions.

#### 4.3.4 Materials Off-site

The tests and inspections for Plant and Materials to be carried out off-site is stated in the relevant specifications. Refer to the Annexes.

## 4.4 Construction Equipment

### 4.4.1 Requirements of Equipment

Prior to the use of any item of Equipment, the *Contractor* submits to the *Supervisor* for acceptance all documentation showing that the item has complied with legislative requirements and any other requirements stated elsewhere in this *Works Information*.

The *Contractor* keeps daily records of his Equipment used on Site and in the Working Areas (distinguishing between owned and hired equipment) and provides access to the *Supervisor* to inspect the records.

Equipment is properly maintained and operated by qualified operators and complies with standard specifications.

All vehicles must be roadworthy. All vessels to be SAMSA certified.

The *Contractor* takes cognisance of the height limitations when transporting equipment within the port and on the Site. For example, there are overhead pipe rack road crossings.

## 4.5 Completion, Testing, Commissioning and Correction of Defects

### 4.5.1 The work to be done by the Completion Date:

- a) On or before the Completion Date, the *Contractor* shall have done everything required to provide the *Works* including removal of his establishment and equipment from the respective sites.
- b) In addition the *Project Manager* cannot certify Sectional Completion and Completion until the following are done;
  - All the *Works* are free of Defects, which would have, in his opinion, prevented the *Employer* from using the *Works* and Others from doing their work.
  - Receiving redline as-built drawings of specific sections of the *Works* before Sectional Completion/Completion of the whole of the *Works* in line with the specific stipulations as detailed within Contract Data Part One.
  - Receiving all data packs for Quality, Safety and Environmental including all applicable operator manuals for the specific section of the *Works*, 2 weeks prior to the Sectional Completion Dates as stipulated within the Contract Data Part One.

### 4.5.2 Materials facilities and samples for tests and inspections

- a) Samples, tests and inspections required of the *Contractor*, shall be as specified in the technical specifications.
- b) The *Contractor* shall give notice to the *Supervisor* of the required inspections not less than 48 hours before the inspection is required.

#### 4.5.3 Access given by the *Employer* for correction of Defects.

- c) Access into areas already handed over by the *Contractor* for correction of any defects shall be subjected to the approval of terminal operations. The area will need to be temporarily barricaded from terminal operations.

#### 4.6 Existing Services

It is expected that various existing services are present on the Site.

The services that may directly interfere with Providing the *Works* are shown in the Site Information. These services are buried stormwater pipes and outlets along the existing revetment. The *Contractor* verifies the existing positions and pipe diameters (OD's) of the outlets and submits the information to the *Supervisor* for acceptance at least 2 weeks prior to work commencing around the services.

The *Contractor*, when planning and devising his methods and considering the risks, also takes cognisance of product pipelines, pipe racks & foundations, existing berth structures that are located near or adjacent to the *Works*.

The *Contractor* will be required to liaise with the *Employer* (within the extent of the terminal) and Others that are service providers (within public areas) to ascertain where other existing services are affected by construction activities.

The *Contractor* must make provision in the programming and execution of his work for disruptions and delays resulting from the searching for any services not shown on the drawings.

If unknown services are encountered, the *Contractor* immediately informs the *Supervisor* and *Project Manager* of where the service is located and the likely type of the existing service. This communication does not relieve the *Contractor* of any of his obligations to deal with the encountered service.

##### 4.6.1 Reinstatement of Services and Structures Damaged During Construction

The *Contractor*, when devising his methods and considering the risks and delays, takes cognisance of, maintains flexibility in his planning and includes time and cost risk allowances and takes precautions to mitigate damage related to inter alia:

- Existing structures and;
- Unknown existing Asbestos Cement stormwater or sewer outlet pipes

The *Contractor* repairs services and structures damaged when Providing the *Works*.

#### 4.7 Site Establishment and Laydown Areas

The *Contractor* uses assigned areas for his site establishment and laydown areas as shown in **Figure 4-1** below. The *Contractor* ensures that any site establishment areas

have a suitable security fence and the necessary access gates and control and is clearly sign-posted.



**Figure 4-1: Contractor's site camp and laydown area.**

The site establishment layout is submitted to the *Project Manager* for acceptance. The submission includes a dimensioned drawing showing the layout of fences, offices, *Workshops*, ablution facilities, stores, stacking areas, fuel storage, waste management and the like.

All areas used by the *Contractor* must be handed back on Completion of the *Works*, neat and clean and free from damage and in a condition equal to or better than that received.

#### 4.7.1 Services and Facilities Provided by the *Employer*

##### a) Loading Platform (Mooring Dolphin)

The *Contractor* shall be granted access to use the mooring dolphin located at Berth-9 for loading of armour rock onto his floating platform, however the *Contractor* must note that the use of the Mooring Dolphin will be limited hence the *Contractor* is advised to make provisions for the design and construction of a temporary structure to be used for loading of material and equipment from landside to waterside. The *Contractor* shall, prior to the commencement of any rock loading operations onto the floating platform, be responsible for conducting a thorough assessment to determine

the mooring dolphin's capacity for carrying the specified loading. The assessment shall be performed in accordance with industry best practices and relevant safety standards.

i. Structural Analysis:

The *Contractor* shall engage a qualified structural engineer to assess the mooring dolphin's structural integrity and confirm its suitability for the loading operations. This analysis should consider factors such as material strength, corrosion resistance, and load distribution.

ii. Load Analysis:

The *Contractor* shall determine the maximum load capacity of the mooring dolphin, taking into account the dynamic forces that may be applied during the loading process. The analysis should consider both the static and dynamic forces imposed on the dolphin.

iii. Environmental Considerations:

The *Contractor* shall assess the environmental conditions and site-specific factors that could affect the mooring dolphin's performance, such as tidal forces, wave action, and weather conditions.

iv. Safety Measures:

The *Contractor* shall identify and implement any necessary safety measures or modifications to ensure that the mooring dolphin can safely support the loading operation.

If the assessment reveals that modifications are required to ensure the safe use of the mooring dolphin, the *Contractor* shall promptly submit proposed modifications for review and approval by the *Project Manager*. All modifications shall be implemented in accordance with approved engineering plans and relevant regulations and standards. The *Contractor* shall be liable for any damage or failures of the mooring dolphin resulting from his work operations.

- b) The *Employer* provides a connection point for water within 50m of the area provided for the *Contractor's* Site Establishment. The *Contractor* makes his own arrangements for installing a metered connection and pipeline for use during construction. The *Contractor* submits water meter readings to the *Project Manager* immediately after completing the connection and then on a weekly basis.

The *Employer* only provides a water connection point and does not provide an electricity connection, sewerage connection or security for Providing the *Works*. The *Contractor* makes his own arrangements in this regard.

#### 4.7.2 Facilities Provided by the *Contractor*

- a) The *Contractor* provides the following facilities for the *Project Manager* and *Supervisor*:

The *Contractor* shall provide office facilities at Berth 9 (DCT Pier-1 Area) for the *Project Manager*, the *Supervisor* and their representatives as required by the *Project Manager*, the office would be fully equipped with 3 desks and chairs, photo copier with printer, kitchenette with small fridge, microwave, cutlery, and rockery for serving coffee.

b) *Contractor's* service and facilities:

The *Contractor* shall make his own arrangement for the supply of services such as electricity, potable water, ablutions, fire protection, lighting and all other services required for undertaking the *Works* at Island View. Connection points for the various services will be made available within the boundaries of Island View and DCT Pier-1 where available or else the *Contractor* must arrange the source. The cost of meters, connections, reticulation, and all other usage costs associated with the provision of services shall be to the *Contractor's* account. The applicable tariffs will be those that the Local Authority charges the Port and shall be obtained by the *Contractor*.

The *Contractor* is made aware that the water pressure within the existing water network at the Port of Durban may be reduced from 9 to 3 bars. The *Contractor* shall plan his construction water supply accordingly.

c) *Contractor's* services and facilities to construction site:

- i. The *Contractor* shall provide, maintain, relocate where necessary, and finally remove, proper portable latrines of sufficient number at his cost. Latrines shall be properly constructed and placed in suitable positions and maintained in a clean and sanitary working condition. It may be required by the *Contractor* to negotiate with the *Employer* with regards to the use of or connecting to his site toilets. If it is not feasible to connect to the *Employer's* existing sewer lines without disrupting port operations, the use of chemical toilets will be permitted.
- ii. Temporary buildings and fencing shall be neat and presentable, and the site area shall be kept in a neat, clean and orderly condition.
- iii. The *Contractor* will provide temporary lighting and fencing around every section occupied by him during the phased construction access on the site. The *Contractor* must include for all costs for such lighting and fencing, including access control into and out of these restricted areas. The *Project Manager's* approval must be obtained for the use of any temporary lighting on the site due to the impact that this may have on vessel traffic in the harbour and/or interference with surrounding communities.
- iv. Strictly no housing will be permitted within the *Contractor's* laydown area or anywhere else within the port boundaries. The *Contractor* shall make his own arrangements for housing his employees and transporting them to and from the working area.
- v. 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, material storage, compound areas etc., within the working areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of equipment.

- vi. Unless expressly stated as a responsibility of the *Employer* as stated in this *Works* Information all residual requirements for the provision of facilities and all items of equipment necessary for the *Contractor* to provide the *Works* remain the responsibility of the *Contractor*.

#### 4.7.3 Laboratory Facilities

Unless otherwise accepted by the *Supervisor*, all material tests shall be carried out by an independent laboratory.

#### 4.7.4 Advertising Rights

No advertising is allowed on the Site or within the Port of Durban.

#### 4.7.5 Notice Boards

Prior to manufacturing or erecting any notice boards, the *Contractor* submits a drawing of the proposed layout of the project notice board to the *Project Manager* for acceptance.

The requirements for the notice board is as follows:

#### 4.8 Accommodation of Traffic

The *Contractor* will not have sole use the roads on Site and Working Areas within the Port. The roads will be used by the *Employer* and Others during construction. The *Contractor*, when devising his methods and considering the risks, ensures that no roads are closed to traffic. The *Contractor* submits a Construction Traffic Management Plan to the *Project Manager* for acceptance. The Construction Traffic Management Plan states how the *Contractor* will deal with traffic during construction to minimize the impact on traffic within the port and provides details of bypasses, signage, barriers, flagmen and any other measures that will be implemented to manage the traffic.

#### 4.9 Way Leaves

The *Contractor* obtains way leaves for crossing services owned by Others and makes allowance in his planning for the risk of obtaining way leaves.

#### 4.10 Inspection of Adjoining Properties and Structures

Prior to commencing work near an existing berth structure, the *Contractor* carries out an ingoing condition survey of the structure. An outgoing condition survey is carried out by the *Contractor* after all *Works* in the area have been completed.

The condition surveys consist of photos of all elements of a structure (above and below the deck) to record the condition prior to, and after, work has been carried out in an area.

In this regard the *Contractor* must generate an inspection report for the *Project Manager's* review and approval.

#### 4.11 Site Clearance

All debris and obstructions are removed prior to excavation and placing of armour rock and disposed of at dump site accepted by the *Project Manager*.

The *Contractor* is referred to the site data included in "Part C4 – Site Information" regarding the nature of debris to be removed. The *Contractor* is cautioned that the site information may not include all debris to be removed and that appropriate risk allowances must be made.

In areas where rat proofing (concrete) has been installed on the existing rock revetments, the rat proofing is carefully broken up into pieces smaller than the new armour rock to be installed.

#### 4.12 Survey Control and Setting Out of the Works

The co-ordinate system is based on:

Universal Transverse Mercator (UTM) Zone 36S

Setting-out of the *Works* is in accordance with this co-ordinate system.

Benchmarks in port will be pointed out by the *Employer*.

Unless otherwise stated, all levels used on this contract will be relative to Chart Datum Port (CDP), which will be taken as 0.9m below Mean Sea Level (MSL).

##### 4.12.1 In-surveys

Before the installation of any rock toe commences, the *Contractor* carries out a survey of the seabed levels along the shoreline slope and rock toe area. This survey is carried out in collaboration with the *Supervisor* and submitted to the *Project Manager* for acceptance. Rock toe construction commences after acceptance of the survey by the *Project Manager*. A copy of the final accepted in-survey is furnished to the *Project Manager* for record purposes and for use for confirming rock placement depths.

All surveys required as part of the excavation *Works* are undertaken in accordance with Annexure E3- Hydrographic surveys specifications.

Before any revetment construction commences, the *Contractor* carries out a Lidar survey of the construction area in accordance with Annexure E4 – Drone Survey. This survey is carried out in collaboration with the *Supervisor* and submitted to the *Project Manager* for acceptance. Revetment construction commences after acceptance of the survey by the *Project Manager*. A copy of the final accepted in-survey is furnished to the *Project Manager* for record purposes and for use for calculating material volumes.

#### 4.12.2 Out-surveys

On completion of all excavation activities and toe construction, the *Contractor* shall carry out a survey of the construction area. This survey shall be carried out in collaboration with the *Supervisor*. Both parties shall agree on the final levels. A copy of the final agreed out-survey shall be furnished to the *Project Manager* for record purposes and it will be used for calculating material volumes.

Seabed adjacent to the quay shall be surveyed as per the Specification and the final levels shall be recorded on a drawing. The results of this survey shall be made available to the *Supervisor* for acceptance.

#### 4.12.3 Monitoring surveys

Providing the *Works* may result in small movements in the position of existing structures. The *Contractor* carries out daily monitoring surveys to ascertain if existing plinths or berths have moved. The purpose of the surveys is to pick up movements that could result in damage to existing infrastructure. The *Contractor* surveys to an accuracy of at least 10mm (X, Y & Z axes). The *Contractor* devises a survey test that proves the accuracy of survey equipment and the *Supervisor* witnesses the test prior to the commencement of any monitoring surveys.

Monitoring surveys do not commence before the *Supervisor* has accepted the method statement submitted by the *Contractor*. A reason for not accepting the method statement is if the survey method will not achieve the required accuracy or will not be able to pick up movement of a structure.

The daily monitoring surveys start as soon as the *Contractor* starts work in a particular Section and continues for 2 weeks after the items of work that Section are completed. Surveys are submitted daily to the *Supervisor*.

#### 4.12.4 Setting out

Survey pegs/pins are installed as indicated in the drawings. In areas where the pins are to be placed near pipe racks, the pins are placed on the seaward side of the pipe rack footings.

A setting out line is demarcated along the existing crest and submitted to the *Supervisor* for acceptance prior to placement of rock. The setting out line is defined as the crest of the existing seawalls. Typical examples of the setting out line shown in red in Figure 4-2.



**Figure 4-2: Examples of typical setting out lines.**

#### 4.13 Underwater Work

a) Diving Regulations

The *Contractor* shall comply with the diving regulations as set out in the occupational health and safety act, Act 85 (1993) or the latest revision thereof and also comply with the TNPA project Health and Safety specifications.

b) Diving Operations

A diving permit shall be obtained from the harbour master through the *Project Manager* who shall be given adequate notice of time when diving operations are to be commenced in order that shipping may be warned. Such permit shall be presented to the *Project Manager* for cancellation by the harbour master on completion of diving. Whilst TNPA's pilots and the master of any ship in the vicinity

will be warned of such diving operations, this will not absolve the *Contractor* from ensuring the safety of his divers at all times.

c) Safety of Diving Operations

The *Contractor* is warned of the effect of the wash from ships or tugs on divers, and if necessary, shall cease diving work during adjacent shipping movements.

The recognised signals are to be flown at all times when diving is in progress and the *Contractor* is to ensure the safety of all diving operations to the satisfaction of the diving *Supervisor*.

d) Checking of underwater work

The *Project Manager* may make use of independent divers for checking underwater work when deemed necessary. The *Contractor* shall render the necessary assistance in this regard.

#### 4.14 Sub-Contractors

The *Contractor* may subcontract any part of the *Works*.

#### 4.15 Working with Others

The *Contractor* will not have sole possession of the work areas. The *Contractor* shall co-operate with Others in regard to site occupation and access. In this regard the *Contractor* is advised that the Others may need to make use of the existing Quay in the event of an emergency.

The *Contractor* shall not commit or permit any act that may interfere with the performance of work by Others and shall carry out work in liaison with the *Project Manager*.

The *Contractor* shall ensure that any staff, labour, equipment, or plant moving outside of the Site or Working Areas does not obstruct the normal operation of the Port.

#### 4.16 Take Over

The *Employer* intends using the berths for normal port operations when a Section is not being used by the *Contractor*. The *Employer* will use parts of the *Works* prior to Completion without intending to Take Over the *Works*. The reason is to minimize the *Employer's* loss of income for berths standing vacant.

While it is the *Employer's* intention to provide a Section to the *Contractor* without interference by Others, it is a working port and vessels or boats might enter the Section that the *Contractor* has access to. In these cases, it is not the *Employer's* intention to Take Over any part of the *Works* until completion of the whole of the *Works* is achieved.



## 5. MANAGEMENT WHILE PROVIDING THE WORKS

### 5.1 Hours of Work

Normal working hours is limited to 6am - 6pm.

The following activities are prohibited to take place outside normal working hours:

- Transportation and handling of rock
- Use of air tools or hydraulic breakers

Marine activities may take place outside normal working hours. The *Project Manager* and *Supervisor* are notified two weeks before work outside normal working hours commences.

### 5.2 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.

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

as follows:

<b>Title and purpose</b>	<b>Approximate time &amp; interval</b>	<b>Location</b>	<b>Attendance by:</b>
Risk register and compensation events	Weekly on Tuesdays at 10:00.	<i>Project Managers</i> Site office or as advised	<i>Project Manager (and appropriate delegates as instructed by the Project Manager), Supervisor and Contractor's CM (and appropriate key persons as instructed by the CM).</i>

Overall contract progress and feedback	Monthly on the fourth Thursday of each month commencing at 9:00, unless amended	<i>Project Managers</i> Site office or as advised	<i>Employer, Project Manager</i> (and appropriate delegates as instructed by the <i>Project Manager</i> ), <i>Supervisor, ProjEm, CSHEC and Contractor, CM, (and appropriate key persons as instructed by the CM).</i>
SHE meetings	Twice monthly on the first and third Wednesday of each month commencing at 9:00, unless amended	<i>Project Managers</i> Site office or as advised	CSHEO, CM, <i>Project Manager</i> , SHEC and ProjEM,
Safety and Environmental Review Meetings	Twice monthly on the second and fourth Wednesday of each month commencing at 9:00, unless amended	<i>Project Managers</i> Site office or as advised	CM, <i>Project Manager, Supervisor and PSSM</i>
Technical Meetings	Within seven days of the starting date, commencing at 9:00.	<i>Project Managers</i> office or as advised	CM, <i>Project Manager, Supervisor and PSSM</i>

b) Regular meetings are convened and chaired by the *Project Manager* and attended by the *Contractor*. The *Contractor* participates in the meetings and reports on, and provides, relevant information regarding aspects such as programme and progress, co-ordination with Others, SHE management, quality management, technical matters, risks and issues, commercial matters, supplier development and the like.

Meetings may include but are not limited to:

- Contract Kick-off meeting (once off)
- Contract Progress meetings (monthly)
- Commercial Progress and Alignment meetings (monthly plus ad-hoc)
- Risk Reduction meetings (monthly plus ad-hoc)
- Technical meetings (ad-hoc)
- Site Progress & Alignment meeting (weekly)

- Other ad hoc meetings (HSE, CE, dispute resolution, etc.)
- 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*. Records of these meetings shall be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.
- 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.

### 5.3 Planning and Programming

#### 5.3.1 General

The Contract programme, progress reports, subsequent updates, revisions, and supplementary programmes as stipulated in the conditions of contract and detailed in this section are an essential part of the project control system used by the *Employer* for management during construction and in monitoring the progress of the *Works*.

In addition to the requirements for the programme stipulated in the conditions of contract the programme and progress management process complies with the requirements stated in this *Works Information*.

#### 5.3.2 Software Application for Programming

Programmes and supporting information are submitted in both hard copy and soft copy forms. Soft copies include Microsoft Projects compatible native files. The *Contractor* uses a suitable computerised planning package, accepted by the *Project Manager*, which is compatible with Microsoft Projects.

#### 5.3.3 Methods and Procedures

The Critical Path Method (CPM) technique of planning and scheduling is to be used. The *Contractor* provides a time scaled bar chart with continuous logic showing critical path(s), total float, time risk allowances and resources for each activity.

The activity durations are shown in working days and are realistic and based on estimated quantities and applied resources.

The programme layouts take account of the Facility Breakdown Structure (FBS) accepted or instructed by the *Project Manager*.

The following levels of programme are used for this project:



- **Level 1 Master Schedule** - defines the major activities and interfaces between engineering, procurement, fabrication and construction, transportation, installation, and pre-commissioning, commissioning, and start-up. This is a high-level summary schedule and is included in the monthly progress report.
- **Level 2 Project Schedule** - summary schedules "rolled up" from the level 3 project schedule. The structure and layout will be in accordance with the FBS as defined in the level 3 schedule.
- **Level 3 Project Schedule** - detailed schedules, which are generated for tracking and control of various activities and deliverables for all phases of the project. The activities will be coded in accordance with the FBS. Various layouts and corresponding filters can be developed to reflect the requirements of the Project leads and managers.
- **Level 4 Project Schedule** - This detailed level programme is developed and maintained by the *Contractor* and generated for tracking and control of all activities and deliverables for all phases of the Project. The programme represents the day-to-day activities by discipline that are work unit based and become summarized in the level 3 activities. The durations of Level 4 activities are sufficiently short to enable effective weekly progress tracking. Level 4 durations should in most cases not exceed one week and rarely two weeks. Activities of longer duration for work that cannot be broken down into activities not exceeding two weeks in duration must be supported by a progress tracking method that enables weekly progress tracking (e.g. cumulative production tables or graphs). All work must be programmed to Level 4 detail from the outset. Time risk allowance (TRA) is normally allocated to Level 4 activities and in cases where this is not feasible it is allocated to Level 3 activities. TRA is either shown as a separate bar or included in the duration of the activity itself and clarified by a note.

#### 5.3.4 Progress Reporting

##### Weekly Programme Update Report

The programme is updated weekly before the weekly progress and alignment meeting. The purpose of the weekly programme update report and the subsequent progress and alignment meeting is to demonstrate, agree and place on record the status of completion of each activity, identify problems and risks and provide a basis for planning the following week's activities.

The weekly programme update report is submitted to the *Project Manager* and *Supervisor* promptly after the update and not later than the day before the weekly progress and alignment meeting. The weekly programme update report is discussed at the weekly progress and alignment meeting. The baseline for the update is the latest revised programme that has been submitted to the *Project Manager* for acceptance. The weekly programme update report includes and shows:

- A comparison of the actual progress compared to the baseline;

- A soft copy of the Microsoft Projects version of the programme update;
- The critical path;
- A two week look-ahead;
- A narrative report consisting of an executive summary and synopsis of work in progress and critical action items (top 10); and

#### Revised Programme

The information shown on revised programmes is not more than 3 days out of date.

The following reports are submitted to the *Project Manager* and *Supervisor* for information with revised programmes:

- **Copies of weekly programme update reports** – submitted weekly as specified above.
- **Updated manpower histogram** - updated and issued monthly showing actual, forecast and planned.
- **Monthly report** - a narrative status report submitted 3 days before the monthly progress meeting, or as agreed by the *Project Manager*. The report includes the following information but is not limited to:
  - Summary of progress achieved during the reporting period
  - Latest updated programme
  - Latest Accepted Programme
  - Project milestones table – original forecast, actual, current forecast, deviation from original, deviation over last reporting period
  - Status and performance of on-site *Works*
  - Status and performance of off-site *Works*
  - Status of quality control documentation (data books)
  - Histograms and s-curves (including cash flow status versus original forecast)
  - Critical action items list (top 10)
  - Deviations from the current accepted programme and action plans to minimize impact on Project key dates, with the focus on activities showing a continuing slippage trend

#### Monthly Expediting Report

The *Contractor* submits to the *Project Manager* at least three (3) days before the monthly progress meeting, a report on progress of its off-site manufacturing activities.

The monthly report states the current percentage progress of each significant item of Plant and Materials as applies at that date.

Each report states the actual completion date for those activities completed in the last reported period, the anticipated completion date for each item of Plant and Materials, reasons any delay or variance with respect to scheduled progress and mitigating measures implemented.

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

#### Monthly Cash Flow

The *Contractor* submits to the *Project Manager* a detailed monthly cash flow chart based on the contract programme showing the anticipated cash flow as represented by expected payment claim submissions, not only payments received.

### 5.4 Health and Safety

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

5.4.2 The Contractor is obligated to secure the services of a duly qualified Risk Management Consultant to conduct the HAZCON study. The HAZCON study is mandated to be comprehensive and integrated, aimed at fostering appropriate awareness and understanding of the project's HAZCON Risk Profile, and ensuring alignment of the HAZCON objectives with the overarching business objectives. The principal deliverables expected from the study encompass the creation of a HAZCON Register and the provision of a comprehensive HAZCON Report.

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

5.4.4 The *Contractor* complies with the following SMP:

All health and safety matters associated with the *Works* will be dealt with in accordance with Occupational Health & Safety Act, 1993 (Act No. 85 of 1993) and the Transnet National Ports Authority Health and Safety Specifications contained in Annexure A2 to this *Works* Information.

5.4.5 The *Contractor* is to pay special attention and compliance to General Safety Regulations as promulgated in terms of the OSH Act (Act 85 of 1993) and compliance to Transnet Specification E4E, a copy of which is included with this tender.

5.4.6 COVID-19 Occupational Health and Safety measures in workplace

The *Contractor* is to implement Occupational Health and Safety measures to (reduce and eliminate) the escalation of COVID-19 infections in workplaces as set out in the Schedule adopted by the Minister of Employment and Labour, in terms of Regulation 10(8) of the National Disaster Regulations (Act No. 57 of 2002) and comply to all COVID-19 related guidelines issued by the government in this regard.

5.4.7 COVID 19 REQUIREMENTS

- COVID-19 Risk assessment
- COVID-19 Risk assessment management plan

- TNPA COVID-19 induction
- COVID-19 Communication plan (Attendance registers DOL Directive 479, Risk assessment, etc.)
- Appointment of COVID-19 Manager/Representative
- COVID-19 Operational Plan(include Return to work questionnaire, COVID-19 Reporting and investigation procedure, social distancing, Symptom screening procedure, sanitizing and disinfecting procedures, Cloth masks and other PPE, Measures in respect of workplaces to which public have access, Ventilation, Hygiene and cleaning measures and Waste Management, and not limited to the above specifications).
- COVID-19 Registers and Checklists

5.4.8 It is a pre-requisite for the *Contractor* to develop, operate, and maintain a CHSMP which incorporates the principles outlined in the *Employer Health and Safety Project Specification* which is tailored for their scope of work. The *Contractor* must ensure that his *Sub-Contractors* comply with the requirements of the CHSMP.

5.4.9 The *Contractor* must perform the *Works* having due regard to the CHSMP.

5.4.10 No alcohol is permitted on Site and within TNPA property. The *Employer* has a zero-tolerance policy in this regard and all personnel entering the Site will be required to undergo breathalyser tests.

5.4.11 The *Contractor* shall provide all personnel with the required and relevant Personal Protective Equipment (PPE) as detailed in the CHSMP.

5.4.12 Although not limited to, the following PPE is the minimum requirement:

- Hard hat
- Safety boots with steel toe cap
- High visibility reflective vests
- Safety glasses
- Life Jackets
- Any other job specific PPE required.

5.4.13 The *Contractor* shall provide transport for personnel in a safe manner. Transportation in the back of a light delivery vehicle is prohibited. The *Contractor* may transport workforce by means of busses to the respective areas of work. There is no additional payment for this and shall be deemed to have been included in the tendered rates.

5.4.14 For the purpose of the Occupational Safety and Health Act and Regulations (Act No. 85 of 1993) the site is transferred, for the duration of the contract, to the control of the *Contractor* as if it is his property. As *Employer*, he is in every respect responsible for the compliance with the provision of this Act, as well as the application of General Administration Regulations 13 to the employees of Transnet National Ports Authority who visit the site.

5.4.15 The *Contractor* complies with the following specifications contained in C3.2 Annexes:

- Annexure A1 - Health & Safety Specifications for Construction Work/Projects at the Port of Durban
- Annexure A3 – Baseline Risk Assessment

## 5.5 Quality Assurance

The *Contractor* shall have, maintain and demonstrate its use to the *Project Manager* a documented Quality Management System to be used in managing the performance when Providing the *Works*. The *Contractor's* Quality Management System shall conform to:

- International Standard ISO 9001
- or an equivalent standard acceptable to the *Project Manager*
- and the *Employer's* quality assurance requirements specified in in C3.2 Annexes: Annexure A4 – General Quality Requirements for Suppliers and *Contractors*.

## 5.6 Environmental Management and Constraints

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

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

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

- Transnet Integrated Management Systems (TIMS) Commitment Statement – IMS-GRP-GDL-002-1
- Proposed Upgrade of the Island View Seawalls in the Port of Durban Construction Environmental Management Programme
- Standard Operating Procedure for Construction Environmental Management (009-TCC-CLO-SUS-11386).
- Minimum Environmental Standards for Construction (009-TCC-CLO-SUS-GDL-11385.26)
- COVID-19 Health Care Waste Management on Construction sites TGC-IMS-ENV-SOP-009.001

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

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

- 5.6.4 The *Contractor* performs the *Works* and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as outlined in section 5.6.3 above.
- 5.6.5 The SOP for CEM describes the main roles and responsibilities of the project team with respect to Environmental Management.
- 5.6.6 The minimum Environmental Standards for Construction (ESC) describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the *Contractor* observes and complies.
- 5.6.7 The Project Environmental Specification (PES) describes more particularly the environmental standards applicable to the *Works*, the Site and the Working Areas and sets out variance (including additions) to the ESC. The PES may require higher minimal standards than those described in the ESC as may be required by the relevant environmental authorities but may not necessarily be limited to: Environmental Approvals (e.g. Environmental Authorisations, Water Use Licences, Waste Management Licences, etc.); Environmental Management Programmes/Plans. The *Contractor* must note that the Construction Environmental Management programme developed for this project included some of the scope that is not applicable to the current scope of *Works* e.g. dredging. All mitigation measures associated with dredging activity can be ignored however, the rest of the mitigations are still applicable.
- 5.6.8 The above requirements shall be applicable to the main *Contractor*, its service providers and suppliers. The *Contractor* must comply with all the requirements of the SOP for CEM, ESC, CEMPr as well as all other environmental requirements mentioned in section 5.6.3 above.
- 5.6.9 The *Contractor* must sign the Declaration of Understanding as a commitment to abide with Transnet's Environmental Governance Framework, Project Environmental Specification, COVID 19 Post Lockdown Construction Site Health and Safety Guidelines and COVID-19 Health Care Waste Management. Sufficient environmental budget must be allocated to meet all the project environmental requirements for the duration of the contract.
- 5.6.10 The *Contractor* must appoint a **FULL TIME** Environmental Officer (EO) to monitor and manage compliance to Environmental Specification and all applicable environmental legislation. The *Contractor* EO must be 100% allocated to the project and must be employed for the duration of the contract. Sharing of an EO resource between projects is not allowed. The EO must as a minimum have at least 5 years work experience in environmental management within the construction environment.
- 5.6.11 The roles and responsibilities of the *Contractor's* EO are stated in the SOP CEM. The *Contractor's* EO must be 100% full time on site during working hours.
- 5.6.12 The *Contractor* will be required to submit an environmental file to TNPA post award of tender. Particular requirements of the *Employer* will be made known on award of the contract. Site access certificate shall not be granted until the environmental file has been approved by the *Employer*.

5.6.13 The overarching obligations of the *Contractor* under the SOP CEM before construction activities commence on the Site and/or Working Areas is to provide environmental method statements for all construction operations at the Site and/or Working Area by the *Contractor* and where requested by the CM:

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

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

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

Method statements need to be compiled by the *Contractor* throughout the Construction and Commissioning phase of the project. These Method Statements must be approved by the TNPA Construction Manager and TNPA Environmental Manager or Environmental Officer. Approval must at least be two weeks prior to the proposed commencement of

the activity. Emergency construction activity method statements may also be required. The activities requiring method statements cannot commence if they have not been approved by the TNPA Environmental Manager or Environmental Officer.

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

5.6.15 During the construction period, the *Contractor* complies with the following:

A copy of the CEM, ESC, CEMPr and PES shall be available on Site, and the *Contractor* shall ensure that all the personnel on Site (including *SubContractors* and their staff) as well as suppliers are familiar with and understand the specifications. The *Contractor* and its *subContractor*

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

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

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

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

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

## 5.7 Document Control

The Project Management Office filing system will be utilized for the control of all relevant documentation. All document will be delivered via document control with a proof of transmittal. Copies of all correspondence, specifications and drawings, contracts and agreements, data sheets, minutes of meetings, *Employers* agent instructions, invoices and payment certificates, access certificates, quality and any variations, (compensation events or project change notices) will be filed and archived in the project folder by the Doc Controller. A document register will also be developed to capture incoming and outgoing documents. All documents issued to 3rd Party *Contractors* and to the *Employer* must be submitted through the *Employer's* Document Control Department.

The final documentation to be handed to TNPA which will be the property of TNPA is the designs, costings, specifications, drawings, tender documentation and the feasibility study report. The documentation will be supplied in hard copy 2 of, in PDF format 2 CD's and in native electronic format 2 CD's.



## 5.8 Performance Bond

The form in which the performance bond is given by the *Contractor* is set out in Part C1 Agreements and Contract Data, document C1.3 Forms of Securities.

## 5.9 Accounts and Records

### 5.9.1 Payment

The *Contractor* submits to the *Project Manager* a detailed application for payment, in a form acceptable to the *Project Manager*, on or before the assessment date. Such application includes at least the following details:

- A detailed *Contractors* assessment of the Price for Work Done to Date together with any other amounts that the *Contractor* believes is due and less any amounts to be paid by or retained from the *Contractor*, and
- Documentation and information to support the application for payment; specifically site measurements, DTM and material calculations, records, surveys, delivery notes, weigh bills and quotations.

## 6. DRAWINGS

The *Contractor* Provides the *Works* in accordance with the following drawings:

Drawing No.	Revision	Title
XDN.E.0035-1-000-S-LA-0001-01-0A-EM	0	General Arrangement
XDN.E.0035-1-000-S-LA-0003-01-0A-EM	0	Mole
XDN.E.0035-1-000-S-LA-0004-01-0A-EM	0	Berth 1
XDN.E.0035-1-000-S-LA-0006-01-0A-EM	0	Berth 1 to 2
XDN.E.0035-1-000-S-LA-0006-01-0A-EM	0	Berth 2 to 3
XDN.E.0035-1-000-S-LA-0007-01-0A-EM	0	Berth 3
XDN.E.0035-1-000-S-LA-0008-01-0A-EM	0	Berth 3 to 4
XDN.E.0035-1-000-S-LA-0010-01-0A-EM	0	Berth 6 to 7

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<b>Drawing No.</b>	<b>Revision</b>	<b>Title</b>
XDN.E.0035-1-000-S-LA-0011-01-0A-EM	0	Berth 7
XDN.E.0035-1-000-S-LA-0012-01-0A-EM	0	Berth 7 to 8
XDN.E.0035-1-000-S-LA-0013-01-0A-EM	0	Berth 8
XDN.E.0035-1-000-S-LA-0015-01-0A-EM	0	Bunker Berth

### C3.2 ANNEXES

Annexure	Title
<u>General Specifications</u>	
Annexure A1	Health & Safety Specifications for the Port of Durban
Annexure A2	
A2.1	Transnet Integrated Management System (TIMS) Policy Commitment Statement.
A2.2	Proposed Upgrade of the Island View Seawalls in the Port of Durban Construction Environmental Management Programme
A2.3	Standard Operating Procedure for Construction Environmental Management (009-TCC-CLO-SUS-11386).
A2.4	Minimum Environmental Standards for Construction (009-TCC-CLO-SUS-GDL-11385.26)
A2.5	TNPA list of approved waste services <i>Contractors</i>
A2.6	eThekwini Municipality Schedule Trades and Occupations Bylaws
A2.7	eThekwini Municipality Interim Code relating to fire prevention and Flammable liquids and substances
Annexure A3	Baseline Risk Assessment
Annexure A4	Quality Management
Annexure A5	Principle Controlled Insurance
Annexure A6	Rules for Landside Access and Permitting
Annexure A7	Harbour Master's Rules for Navigating in the Port
Annexure A8	Transnet Procurement Policy Manual
<u>Variations to Standard Specifications</u>	
Annexure B1	Variations to SANS 1200 A: PSA: General
Annexure B2	Variations to SANS 1200 AB: PSAB: Engineer's Office
Annexure B3	Variations to SANS 1200 G: PSG: Concrete

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<b>Annexure</b>	<b>Title</b>
<u>Particular Specifications</u>	
Annexure C1	Coastal Structures
Annexure C2	Marine Excavation
Annexure C3	Constructability Report
<u>Generic Specifications</u>	
Annexure E1	Geotextile
Annexure E2	Rock
Annexure E3	Hydrographic Surveys
Annexure E4	Drone Surveys



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## **Part C4: Site Information**

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# The Contract

## Part C4: Site Information

### **1. DESCRIPTION OF THE SITE AND ITS SURROUNDINGS**

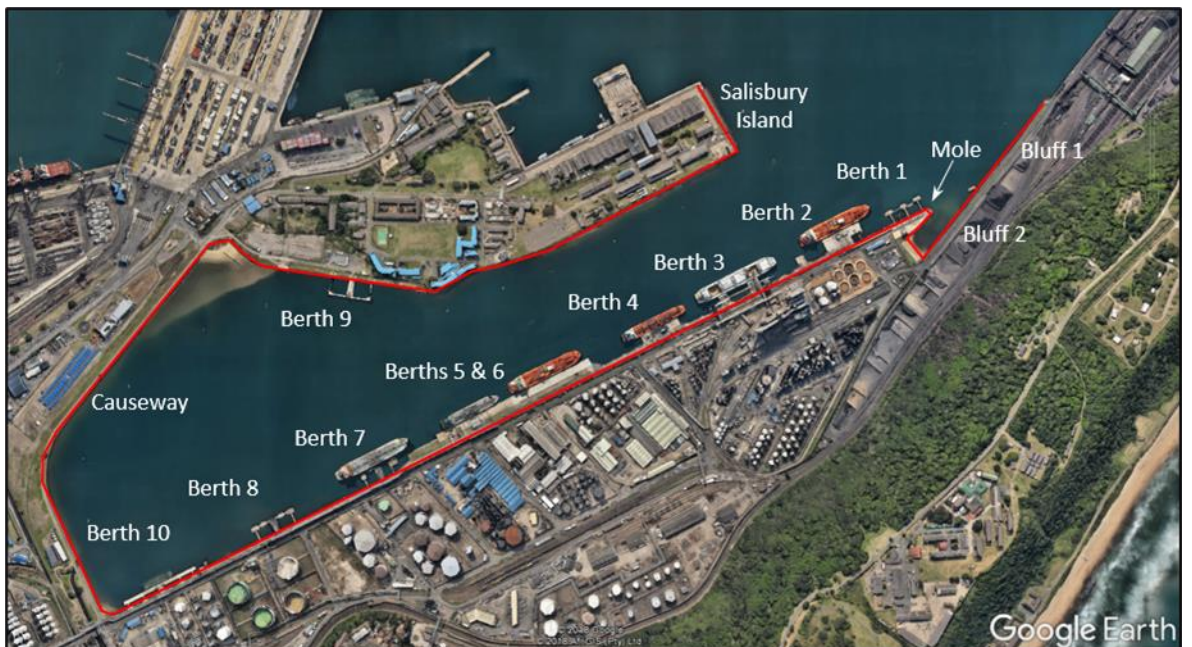
#### **1.1 General Description**

The Island View Site is located at the Island View Terminal in the Port of Durban and comprises of 10 No. berths, namely Berths No. 1 – 9 and the Bunker Berth (Berth No. 10). The circumference of the Island View Terminal is protected by existing rock revetments (seawalls), Figures 1 and 2 depict the layout of the precinct. The main function of the seawalls is to stabilise the shoreline and protect the adjacent infrastructure.

The Island View terminal is a National Key Point handling strategically important liquid bulk products and is safeguarded in terms of legislation.



**Figure 1: Island View Precinct**



**Figure 2: Island View Berth Layout**



## 1.2 Port of Durban

The Port of Durban is operated by the Transnet National Ports Authority, who provides the port infrastructure, pilotage, and navigational aids. The Port of Durban is the busiest port in sub-Saharan Africa.

## 1.3 Existing Structures and Services

The existing berths at the Island View Terminal can generally be described as deck-on-pile structures. The shoreline is protected by existing rock revetments. Existing stormwater pipe outlets are located at positions along the existing revetments.

Existing liquid bulk product pipelines can be seen near the crest of the existing revetment slopes and on the berths. Many pipelines are overhead on pipe supports. The foundations for these pipe supports are in many cases located close to the crest of existing revetment slopes.

The top of the revetment slopes have been stabilized with plain concrete in places (referred to as rat-proofing). Gabion structures have also been used to construct the crest of slopes in places.

Existing rock revetments extend below water. At positions shown elsewhere in this Site Information, the toe of existing revetments interface with existing sheet-pile retaining walls and existing berth structures (e.g. piles).

As-built drawings are included in Appendix C4-C and photos of the Site is included in Appendix C4-B. Table 1.1 below gives a list of the available as-built drawings (available on the site information CD-ROM). The as-built drawings represent the details of the existing structures constructed in the past and therefore do not accurately represent the current status of the structures or slopes.

**TABLE 1.1:**

**LIST OF AS-BUILT DRAWINGS**

<b>Drawing No.</b>	<b>Drawing Title</b>
S2063-SK-ST-101	Existing Infrastructure Plan
S2063-SK-GA-122	Existing Navigational Plan
S2063-SK-SI-003	Digital Terrain Model and Bathymetry

S2063-SK-GA-126	Stormwater Drainage Outlet Layout
S2063-SK-ST-102	Berth 1 Site Plan
S2063-SK-ST-103	Berth 1 As Built Sections
S2063-SK-ST-104	Berth 2 Site Plan
S2063-SK-ST-105	Berth 2 As Built Sections
S2063-SK-ST-106	Berth 3 Site Plan
S2063-SK-ST-107	Berth 3 As Built Sections
S2063-SK-ST-108	Berth 4 Site Plan
S2063-SK-ST-109	Berth 4 As Built Sections
S2063-SK-ST-110	Berths 5 & 6 Site Plan
S2063-SK-ST-111	Berths 5 & 6 As Built Sections
S2063-SK-ST-112	Berth 7 Site Plan
S2063-SK-ST-113	Berth 7 As Built Sections
S2063-SK-ST-114	Berth 8 Site Plan
S2063-SK-ST-115	Berth 8 As Built Sections
S2063-SK-ST-116	Berth 9 Site Plan
S2063-SK-ST-117	Berth 9 As Built Sections
S2063-SK-ST-118	Bunker Berth Site Plan
S2063-SK-ST-119	Bunker Berth As Built Sections

It should be noted that the drawing is merely representative of the locations and diameters of pipe outlets.

There is also a likelihood that remnants from previous structures on the site, and remains of old temporary works structures, may be encountered during construction.

COASTAL PROCESSES

## 1.4 Wind

### 1.1 Extreme Wind Speeds

Measured wind speeds at Port Control were used as the basis for determining extreme wind speeds at the site. The data was supplied by the CSIR, Stellenbosch, and was collected on behalf of the Transnet National Ports Authority (TNPA). The Port Control dataset was augmented from 10.4 years to 19.2 years through the inclusion of measured wind speeds from the old Durban International Airport, obtained from the South African Weather Service (SAWS). Measured wind speeds at the old Durban International Airport were converted to be representative of those at Port Control through a directional analysis of wind speed at the two locations. The wind rose of the resulting dataset is presented in Figure 1-3.

**Figure 1-3: Wind rose of combined dataset representative of Port Control.**

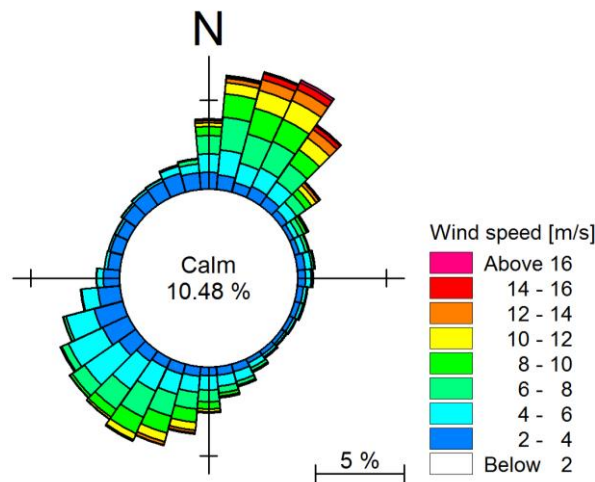


Table 1-1 presents the estimated extreme wind speeds. The wind speeds are hourly averaged, and corrected to the standard reference level of 10 m above the land surface. The presented extreme wind speeds include a 5% increase due to climate change over the design life of the structures (PRDW, 2013).

**Table 1-1: Extreme value analysis on measured wind speed for combined dataset representative of Port Control (including climate change) (PRDW, 2013).**

Return period [years]	Wind speed $U_{10}$ [m/s]		
	Lower 95% confidence limit	Best estimate	Upper 95% confidence limit

10	22.6	23.2	23.8
20	22.8	23.6	24.3
50	23.0	24.0	25.0
100	23.1	24.3	25.5
350	23.2	24.8	26.3

## 1.5 Water Levels

Astronomical tide predictions are published annually by the SA Navy Hydrographer (2013), and the tidal levels for the Port of Durban are summarized with reference to Chart Datum Port (CDP) as follows:

**Table 1-2: Astronomical tide predictions (SANHO, 2013).**

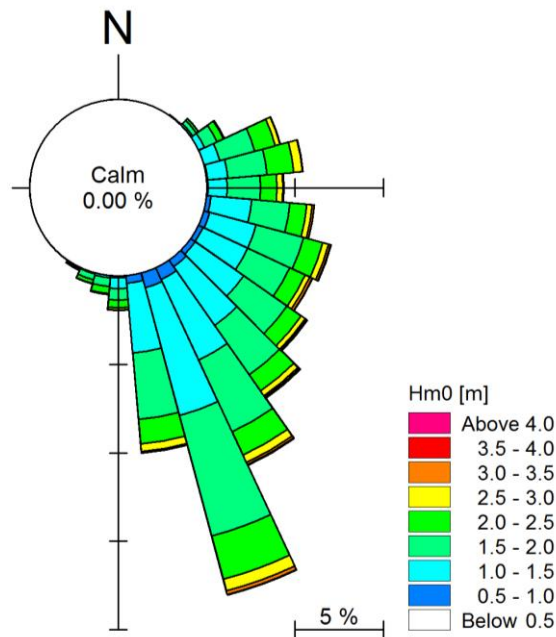
Tide	Abbreviation	Level ([m], CDP <sup>(1)</sup> )
Highest Astronomical Tide	HAT	2.29
Mean High Water Springs	MHWS	2.00
Mean Level	ML	1.10
Mean Low Water Springs	MLWS	0.20
Lowest Astronomical Tide	LAT	-0.01

(1) Note: Chart Datum (CD) is defined by the Hydrographer as 0.913 metres below land levelling datum. CDP for the Port of Durban is defined by Transnet NPA as 0.900 metres below land levelling datum. All references to Chart Datum in this document will be interpreted as Chart Datum Port.

## 1.6 Waves

No wave data was available for inside the port. Measured wave data was available from the Durban Bluff Waveriders (located outside the port to the East of the bluff). Refer to Figure 1-4 below for the wave rose.

**Figure 1-4: Wave rose for Durban Bluff Waverider data.**



## 2. APPENDICIES TO PART C4: SITE INFORMATION

The appendices to Part 4- Site Information have been provided on a Site Information CD-ROM.

The following appendices form part of the Site Information.

Appendix C4-A: PRDW Reports

- Site Investigation Report
- Geotechnical Summary Report

Appendix C4-B: Site Photographs

Appendix C4-C: Drawings

- Berths 1 to 10 as built
- Historical Port Layouts
- Navigational Layouts
- Pipe Racks
- Pumpstatons



- Services and Utilities
- Site Plans of Land Tenureship
- PRDW Drawings

Appendix C4-D: Geotechnical Reports

Appendix C4-E: Survey Data and Reports