



**TRANSNET SOC LIMITED**  
**(Reg. No. 1990/000900/30)**  
**Trading through its operating division**  
**Transnet National Ports Authority**

**Addendum No. 01**

**TNPA/2023/10/0019/45251/RFP – FOR THE PROVISION OF NORTH  
BANK REVETMENT REPAIRS AT THE PORT OF DURBAN FOR A PERIOD  
OF THREE (3) MONTHS**

Prepared by: *HS Dlamini*  
Hlengiwe Dlamini

Date: 30 January 2024

# **TNPA/2023/10/0019/45251/RFP – FOR THE PROVISION OF NORTH BANK REVETMENT REPAIRS AT THE PORT OF DURBAN FOR A PERIOD OF THREE (3) MONTHS**

Tenderers are to note the following amendments to the tender documentation. All other tender documentation remains unchanged

ADDENDUM NO.1

DATED: 30 January 2024

## **THE FOLLOWING DOCUMENT/S HAVE BEEN AMENDED:**

### **1. COVER PAGE, T1.1, T1.2 COMPULSORY BRIEFING SESSION**

**Please note that it is a Compulsory requirement to attend the Briefing Session/ Clarification meeting.**

All other terms and conditions remain unchanged.

All tenderers are hereby requested to sign this addendum as an acknowledgment and consent to this addendum and return it as a returnable together with their proposal documents.

The undersigned 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 tender offer.

Received by: \_\_\_\_\_ Date \_\_\_\_\_



**Transnet National Ports Authority**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR PROPOSAL (RFP)**

**FOR THE: FOR THE PROVISION OF NORTH BANK REVETMENT REPAIRS AT THE  
PORT OF DURBAN FOR A PERIOD OF THREE (3) MONTHS.**

<b>RFP NUMBER</b>	<b>: TNPA/2023/10/0019/45251/RFP</b>
<b>ISSUE DATE</b>	<b>: 30 JANUARY 2024</b>
<b>COMPULSORY BRIEFING</b>	<b>: 07 FEBRUARY 2024</b>
<b>CLOSING DATE</b>	<b>: 21 FEBRUARY 2024</b>
<b>CLOSING TIME</b>	<b>: 10:00am</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

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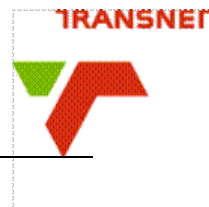
- |      |                      |
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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### 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].

<b>DESCRIPTION</b>	For the provision of north bank revetment repairs at the Port of Durban for a period of three (3) months.
<b>TENDER DOWNLOADING</b>	<b>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></b>
<b>COMPULSORY CLARIFICATION MEETING</b>	<p>A Compulsory Clarification meeting will be conducted at Transnet National Ports Authority, Queen Elizabeth Boardroom (2<sup>nd</sup> Floor), Queens Warehouse, 237 Mahatma Gandhi Road, Durban, 4001 on <b>07 February 2024, at 10:00am [10 O'clock]</b> for a period of ± 2 (two hours). [Tenderers to provide own transportation and accommodation].</p> <p><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"> <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> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.</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 clarification meeting</b>.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory clarification meeting to be signed by the</b></p>

	<b><i>Employer's Representative. Tenderers failing to attend the compulsory clarification meeting will be disqualified.</i></b>
<b>CLOSING DATE</b>	<b>10:00am on 21 February 2024</b> Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b>

## 2. TENDER SUBMISSION

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

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

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

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

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



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

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

### **3. CONFIDENTIALITY**

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

### **4. DISCLAIMERS**

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

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



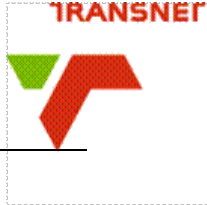
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-16], [**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)**



## 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</b> <b>(Reg No. 1990/000900/30)</b>
C.1.2	The tender documents issued by the <i>Employer</i> comprise:  <b>Part T: The Tender</b>  Part T1: Tendering procedures 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



	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Contract Specialist
	Name:	Hlengiwe Dlamini
	Address:	Queens Warehouse, 237 Mahatma Gandhi Road, Point, Durban, 4001
	E – mail	<a href="mailto:TNPAtenderenquiriesdbn@transnet.net">TNPAtenderenquiriesdbn@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 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 **5CE or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **5CE** or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

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

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



### 3. Stage Three: Technical Pre-Qualification criteria

Professional Registration as a Civil Engineer with ECSA Professional Engineer (PR. Eng.) or Professional Technologist (Pr. Tech.).

### 4. Stage Four - Functionality

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

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

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

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

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

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

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

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: TNPA/2023/10/0019/45251/RFP
- The Tender Description: Provision of North Bank revetment repairs at the Port of Durban for a period of three (3) months.

Documents must be marked for the attention of:

***Employer's Agent:***

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

C.2.15 The closing time for submission of tender offers is:  
Time: **10:00am** on the **21 February 2024**.



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

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**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.

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 points**

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

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

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### Functionality Criteria

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

Qualifying criteria	Sub-criteria	Maximum number of points
<b>Company Previous Experience</b>	Company's experience on scour protection, revetment, coastline and breakwater rehabilitation or construction projects completed in the last 5 years. Tenderer to submit a sufficiently detailed reference list with names & contact details of Clients for which projects were undertaken or provide completion certificates from Clients as proof of project completion. Refer to T2.2-03: Evaluation Schedule: Company Previous Experience.	<b>20</b>
<b>Project Organogram</b>	The tenderer should propose the structure and composition of their team (off-site and onsite) i.e., the main disciplines involved i.e., Key persons (Project Manager, Site Engineer and the Health and Safety Officer) and the proposed technical, support and site staff.  The roles and responsibilities of each key persons/ expert should be set out as job descriptions. In the case of an association/ joint venture/ consortium, it should, indicate how the duties and responsibilities are to be shared. Refer to T2.2-04: Evaluation Schedule: Project Organogram.	<b>5</b>

<b>Qualifications, Experience of Key Persons and Professional Registration</b>	<p><b>Project Manager x 1, (SACPCMP/ PMP): 8 points</b>  Project Manager should at least have a BSC/B-Tech qualification in Civil/Quantity Surveying /Construction. With three (3) years post registration as a Construction Project Manager with SACPCMP or Project Manager Professional (PMP) with more than 7 years of experience in Port and Coastal Construction projects.</p> <p><b>Site Engineer x 1, (ECSA PR Eng / ECSA PR Tech): 6 points</b>  Site Engineer should at least have a Technical Civil/QS/Construction qualification and more than 5 years of experience in Port and Coastal Construction projects. With two (2) years post registration as a Professional Engineer (PR Eng.) or Professional Technologist (PR Tech.) with ECSA.</p> <p><b>Health and Safety Officer x 1 (SACPCMP): 6 points</b>  Health and Safety Officer: Registered as a Health and Safety Officer with SACPCMP with more than 5 years of experience in Port and Coastal Construction projects and have a SAMTRAC training course as a minimum qualification.</p> <p><b>*Note: three (3) sperate resources required for Key Persons and no sharing of roles and responsibilities permitted.</b></p> <p>Refer to T2.2-05: Evaluation Schedule: Qualifications and Experience of Key Persons.</p>	<p><b>20</b></p>
<b>Approach Paper</b>	<p>Approach paper which responds to the scope of work and outlines proposed approach / methodology including that relating but not limited to programme, technical approach and an understanding of the project objective.</p> <p>Refer to T2.2-06: Evaluation Schedule - Approach Paper.</p>	<p><b>15</b></p>
<b>Project Programme</b>	<p>Ability to execute the works in term of the <i>Employer's</i> requirements within two (2) months' timeframe, indicating in a logical sequence, the order and timing of the construction activities that will take place in order to provide the works in a logical sequence.</p> <p>Refer to T2.2-07: Evaluation Schedule – Project Programme.</p>	<p><b>15</b></p>
<b>Health and Safety Management</b>	<p>Develop a contract specific Health and Safety Plan which includes roles and responsibilities of legal appointees in terms of OHSA 85 of 1993 and Project and Construction Management Professional Act 48 of 2000. Provide health and safety policy, risk assessment methodology, synopsis of health and safety incidents within the last five years, and a construction safety work method statement. Complete the health and safety questionnaire.</p> <p>Refer to T2.2-08: Evaluation Schedule: Health and Safety Management and T2.2-09: Health and Safety Questionnaire.</p>	<p><b>15</b></p>



<b>Environmental Management</b>	Develop a site-specific Environmental Management Plan by identifying the potential environmental risks and impacts associated with the project and further provide mitigation measures to demonstrate how the risks will be managed including the monitoring and recording thereof. Provide an environmental policy and a list of projects where environmental duties of a similar nature have been executed. Refer to T2.2-10: Evaluation Schedule: Environmental Management	<b>10</b>
<b>Total</b>		<b>100</b>

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

- T2.2-03 Previous Experience
- T2.2-04 Project Organogram,
- T2.2-05 Qualifications, Experience of Key Persons and Professional Registration
- T2.2-06 Approach Paper
- T2.2-07 Project Programme
- T2.2-08 Health and Safety Requirements
- T2.2-09 Health and Safety Questionnaire
- T2.2-10 Environmental Management

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

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

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



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

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

Thresholds	Minimum Threshold
Technical / functionality	60

Evaluation Criteria	Final Weighted Scores
Price	80
Specific goals - Scorecard	20
<b>TOTAL SCORE:</b>	<b>100</b>

Up to 20 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

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

Selected Specific Goal	Number of points allocated (20)
B-BBEE Status Level of Contributor 1 or 2	10
30% Black Women Owned Entities	5
+50% Black Youth Owned Entities	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
30% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept)

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	80
B-BBEE Status Level of Contributor 1 or 2 = 10 30% Black Women Owned Entities = 5 +50% Black Youth Owned Entities = 5	20
Total points for Price and Specific Goals must not exceed	100

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

C.3.13 Tender offers will only be accepted if:

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



4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. The objective criteria Transnet may apply in this bid process include:
- a) Bidder 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;
  - 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) Unless 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,
    - 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) cannot, as necessary and in relation to the proposed contract, 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



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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.
- l) is able, in the option of the employer 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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## **T2.1 List of Returnable Documents**

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

- T2.2-01 **Stage One as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance of compulsory site visit
- T2.2-02 **Stage Two as per CIDB: Eligibility Criteria Schedule** - CIDB Registration  
**Stage Three Technical Pre-Qualification criteria** - Professional Registration as a Civil Engineer with ECSA PR. Eng. or Pr. Tech.

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

- T2.2-03 **Evaluation Schedule:** Previous Experience
- T2.2-04 **Evaluation Schedule:** Project Organogram,
- T2.2-05 **Evaluation Schedule:** Qualifications, Experience of Key Persons
- T2.2-06 **Evaluation Schedule:** Approach Paper
- T2.2-07 **Evaluation Schedule:** Project Programme
- T2.2-08 **Evaluation Schedule:** Health and Safety Requirements
- T2.2-09 **Evaluation Schedule:** Health and Safety Questionnaire
- T2.2-10 **Evaluation Schedule:** Environmental Management

### **2.1.3 Returnable Schedules:**

#### **General:**

- T2.2-11 Authority to submit tender
- T2.2-12 Record of addenda to tender documents
- T2.2-13 Letter of Good Standing
- T2.2-14 Schedule of proposed Subcontractors (if subcontract in terms of PPPFA is not eligibility)
- T2.2-15 Valid proof of Respondent's compliance to B-BBEE requirements stipulated in SBD6 on ANNEX G  
Compulsory Enterprise Questionnaire

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

- T2.2-16 Non-Disclosure Agreement
- T2.2-17 RFP Declaration Form
- T2.2-18 RFP – Breach of Law
- T2.2-19 Certificate of Acquaintance with Tender Document
- T2.2-20 Service Provider Integrity Pact
- T2.2-21 Supplier Code of Conduct
- T2.2.22 POPIA



### **1.3.2 Financial/Insurance:**

T2.2-23 Insurance provided by the Contractor

T2.2-24 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 C2.1 Pricing Instructions (Bill of Quantities)**

## **2.5 C2.2 Bill of Quantities**



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

This is to certify that

(Company Name  
or member of a  
Joint Venture)

Represented  
By:

(Name and  
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Transnet National Ports Authority, Queen Elizabeth Boardroom (2 <sup>nd</sup> Floor), Queens Warehouse, 237 Mahatma Gandhi Road, Durban, 4001	
On (date)	<b>07 February 2024</b>	<b>Starting time: 10:00 am</b>

**Attendance of the above company/joint venture at the meeting was confirmed:**

Name

Signature

**For and on Behalf of the  
Employer.**

Date

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

### Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **5CE or higher** class of construction work, are eligible to have their tenders evaluated.

### 2. Joint Venture (JV)

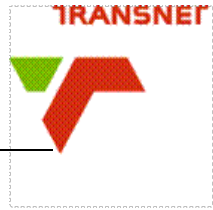
Joint ventures are eligible to submit tenders subject to the following:

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 one level below the required grading designation in the 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 **5CE or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

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DESCRIPTION OF THE WORKS: FOR THE PROVISION OF NORTH BANK REVETMENT REPAIRS AT THE PORT OF DURBAN FOR A PERIOD OF THREE (3) MONTHS



## EVALUATION CRITERIA

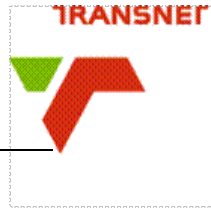
Document reference	Title	No of pages
	Evaluation Criteria	27
	Total number of pages	29

The maximum score in respect of each of the pre-qualifying quality criteria are as follows. The minimum number of evaluation points for quality is **60 points**. Tenderers who fail to meet the minimum number of qualifying criteria shall be eliminated from further evaluation.

Qualifying criteria	Sub-criteria	Maximum number of points
<b>Company Previous Experience</b>	<p>Company's experience on scour protection, revetment, coastline and breakwater rehabilitation or construction projects completed in the last 5 years. Tenderer to submit a sufficiently detailed reference list with names &amp; contact details of Clients for which projects were undertaken or provide completion certificates from Clients as proof of project completion.</p> <p>Refer to T2.2-03: Evaluation Schedule: Company Previous Experience.</p>	<b>20</b>
<b>Project Organogram</b>	<p>The tenderer should propose the structure and composition of their team (off-site and onsite) i.e., the main disciplines involved i.e., Key persons (Project Manager, Site Engineer and the Health and Safety Officer) and the proposed technical, support and site staff.</p> <p>The roles and responsibilities of each key persons/ expert should be set out as job descriptions. In the case of an association/ joint venture/ consortium, it should, indicate how the duties and responsibilities are to be shared.</p> <p>Refer to T2.2-04: Evaluation Schedule: Project Organogram.</p>	<b>5</b>
<b>Qualifications, Experience of Key Persons and Professional Registration</b>	<p><b>Project Manager x 1, (SACPCMP/ PMP): 8 points</b> Project Manager should at least have a BSC/B-Tech qualification in Civil/Quantity Surveying /Construction. With three (3) years post registration as a Construction Project Manager with SACPCMP or Project Manager Professional (PMP) with a minimum of 7 years of experience in Port and Coastal Construction projects.</p> <p><b>Site Engineer x 1, (ECSA PR Eng / ECSA PR Tech): 6 points</b> Site Engineer should at least have a Technical Civil/QS/Construction qualification and at least 5 years of experience in Port and Coastal Construction projects. With two (2) years post registration as a Professional Engineer (PR Eng.) or Professional Technologist (PR Tech.) with ECSA.</p> <p><b>Health and Safety Officer x 1 (SACPCMP): 6 points</b> Health and Safety Officer: Registered as a Health and Safety Officer with SACPCMP with have at least 5 years of experience in Port and Coastal Construction projects and have a SAMTRAC training course as a minimum qualification.</p> <p><b>*Note: three (3) sperate resources required for Key Persons and no sharing of roles and responsibilities permitted.</b></p>	<b>20</b>

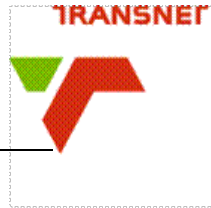


	Refer to T2.2-05: Evaluation Schedule: Qualifications and Experience of Key Persons.	
<b>Approach Paper</b>	<p>Approach paper which responds to the scope of work and outlines proposed approach / methodology including that relating but not limited to programme, technical approach and an understanding of the project objective.</p> <p>Refer to T2.2-06: Evaluation Schedule - Approach Paper.</p>	<b>15</b>
<b>Project Programme</b>	<p>Ability to execute the works in term of the <i>Employer's</i> requirements within two (2) months' timeframe, indicating in a logical sequence, the order and timing of the construction activities that will take place in order to provide the works in a logical sequence.</p> <p>Refer to T2.2-07: Evaluation Schedule – Project Programme.</p>	<b>15</b>
<b>Health and Safety Management</b>	<p>Develop a contract specific Health and Safety Plan which includes roles and responsibilities of legal appointees in terms of OHSA 85 of 1993 and Project and Construction Management Professional Act 48 of 2000. Provide health and safety policy, risk assessment methodology, synopsis of health and safety incidents within the last five years, and a construction safety work method statement. Complete the health and safety questionnaire.</p> <p>Refer to T2.2-08: Evaluation Schedule: Health and Safety Management and T2.2-09: Health and Safety Questionnaire.</p>	<b>15</b>
<b>Environmental Management</b>	<p>Develop a site-specific Environmental Management Plan by identifying the potential environmental risks and impacts associated with the project and further provide mitigation measures to demonstrate how the risks will be managed including the monitoring and recording thereof. Provide an environmental policy and a list of projects where environmental duties of a similar nature have been executed.</p> <p>Refer to T2.2-10: Evaluation Schedule: Environmental Management</p>	<b>10</b>
<b>Total</b>		<b>100</b>



## Glossary

Abbreviation	Definition
SACPCMP	The South African Council for the Project and Construction Management Professions
PMP	Project Management Professional
ECSA	Engineering Council of South Africa
PR Eng.	Professional Engineer
PR Tech	Professional Engineering Technologist
SAMTRAC	Safety Management Training Course
BSc	Bachelor of Science
B-Tech.	Bachelor of Technology
QS	Quantity Surveying
PhD	Doctor of Philosophy
EMS	Environmental Management System
EMP	Environmental Management Plan



## T2.2-03: Evaluation Schedule: Company Previous Experience

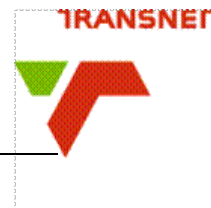
### Note to tenderers:

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

1. A list of past / current comparable projects of similar works as detailed in the Works Information with reference to:
  - Coastline and breakwater rehabilitation or construction
  - Scour protection and revetment: Controlled placement of scour rock protection or rock revetment in marine conditions.
2. A detailed description of the project listed with; Completion certificates for each of the projects listed from Clients and references as proof of project completion.
  - Sufficient references for each of the projects mentioned to substantiate experience indicated (Client name and contact details, project description and duration).
  - To ensure fair evaluation and awarding of scores, it is necessary for project descriptions, references details, and completion certificates to be provided are verifiable. Without these supporting documents, it will not be possible to assign scores to the submitted projects. This requirement is in place to maintain transparency and integrity in the evaluation process, and to ensure that all projects are properly documented and validated.

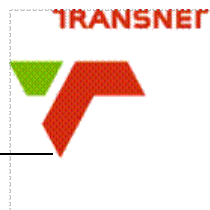
### Index of documentation attached to this schedule

	DOCUMENT NAME
1	LIST OF PROJECTS (Description of Project)
2	COMPLETION CERTIFICATES (Client name and contact details, project description and duration,etc).
3	PROJECT REFERENCES with their contact details and their designation on the project referenced



The scoring of the Company Previous Experience will be as follows:

	<b>Company Previous Experience</b>
<b>No Response (score 0)</b>	The Tenderer failed to issue a reference list with names & contact details of Clients and their designation for which projects were undertaken or failed to provide completion certificates from Clients as proof of project completion. The reference could not be contacted to verify information. The projects provided have no description or no similarity to Coastline and breakwater rehabilitation or construction, Scour protection and revetment.
<b>Not acceptable (score 20)</b>	The Tenderer has issued a detailed reference list with names & contact details of Clients and their designation for which projects were undertaken and provide completion certificates from Clients as proof of project completion. However, previous experience presented is not similar to the scope of this project and did not address any of the required categories. The projects provided have no description or no similarity to Coastline and breakwater rehabilitation or construction, Scour protection and revetment.  The tenderer has no experience in similar projects.
<b>Poor (score 40)</b>	The Tenderer has issued a detailed reference list with names & contact details of Clients and their designation for which projects were undertaken and provide completion certificates from Clients as proof of project completion. The Tenderer has submitted at least one (1) project with description relating to the scope of works.  The tenderer has limited experience in similar projects.
<b>Satisfactory (score 60)</b>	The Tenderer has issued a detailed reference list with names & contact details of Clients and their designation for which projects were undertaken and provide completion certificates from Clients as proof of project completion. The Tenderer has submitted 2-3 projects with descriptions relating to the scope of works.  The tenderer has reasonable and relevant previous experience in similar projects
<b>Good (score 80)</b>	The Tenderer has issued a detailed reference list with names & contact details of Clients and their designation for which projects were undertaken and provide completion certificates from Clients as proof of project completion. The Tenderer has submitted 4-5 projects with a description relating to the scope of works.  The tenderer has extensive previous experience in similar projects.
<b>Very good (score 100)</b>	The Tenderer has issued a detailed reference list with names & contact details of Clients and their designation for which projects were undertaken and provide completion certificates from Clients as proof of project completion. The Tenderer has submitted more than five (5) projects with descriptions relating to the scope of works.  The tenderer has comprehensive previous experience in projects of a similar nature.



## T2.2-04: Evaluation Schedule: Project Organogram

### Tenderer shall submit the following:

An organizational chart showing the proposed project team (including the key people you have identified in the **C1.2 Contract Data: Part two - Data provided by the Contractor**, in addition to the minimum required key people stated in the Works Information)

The tenderer should propose the structure and composition of the project team i.e. the main disciplines involved, the key staff member (Project Manager, Site Engineer and the Health and Safety Officer) expert responsible for each discipline, and the proposed technical support staff. At minimum the three (3) key resources required should be shown in the organogram.

The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

**Note:** Key roles cannot be shared. If a staff member is assigned multiple key roles, they will only be scored for one of them, while the score for the others will be zero.

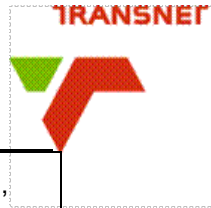
The tenderer must attach his / her organization and staffing proposals to this page. The scoring of the proposed organization and staffing will be as follows:

	Organization and Staffing
<b>No Response (score 0)</b>	The tenderer has submitted no information. The tenderer has submitted inadequate information to determine a score. The organizational chart has less than three members.
<b>Not acceptable (score 20)</b>	The organizational chart contains at least one of the three key resources (Project Manager, Site Engineer and the Health and Safety Officer) with their duties and responsibilities. However, the chart contains three members.
<b>Poor (score 40)</b>	The organizational chart contains at least two of the three key resources (Project Manager, Site Engineer and the Health and Safety Officer) with their duties and responsibilities. However, the chart contains three members.
<b>Satisfactory (score 60)</b>	The organizational chart contains the three key resources. The three key resources (Project Manager, Site Engineer and the Health and Safety Officer) are shown at minimum with their duties and responsibilities.

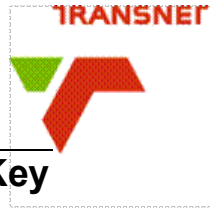
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<b>Good</b> <b>(score 80)</b>	Besides meeting the above “satisfactory” rating, staff are well balanced i.e., they show complimentary skills, clear and defined duties, and responsibilities. The organogram shows the resources on site and off site.
<b>Very Good</b> <b>(score 100)</b>	Besides meeting the above “good” rating, the proposed team includes proposed additional resources that will be used to address the project requirements in an outstanding manner.



## **T2.2-05: Evaluation Schedule: Qualifications and Experience of Key Persons**

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

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

1. Resources should include at least, amongst others:

- Project Manager x 1, (SACPCMP/PMP)

Project Manager should at least have a BSc/B-Tech Civil/QS/Construction qualification. With three (3) years post registration as a Construction Manager Professional with SACPCMP or Project Manager Professional (PMP) and have at least 7 years of working experience in Port and Coastal Construction projects.

- Site Engineer x 1, (ECSA PR Eng. / ECSA PR Tech.)

Site Engineer should at least have a Technical Civil/QS/Construction qualification and to have at least 5 years of experience in Port and Coastal Construction projects and two (2) years post registration as a Professional Engineer (PR Eng.) or Professional Technologist (PR Tech.) with ECSA.

- Health and Safety Officer x 1 (SACPCMP)

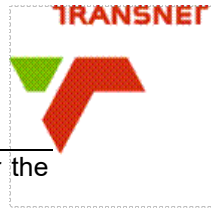
Health and Safety Officer: Registered as a Health and Safety Officer with SACPCMP and to have at least 5 years of experience in Port and Coastal Construction projects and have a SAMTRAC training course as a minimum qualification.

**Note:** Key roles cannot be shared. If a staff member is assigned multiple key roles, they will only be scored for one of them, while the score for the others will be zero

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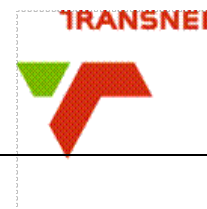
The following table is to be populated by the tenderer identifying the resources for the key roles for the works. Attached submissions to this returnable.

Key Person Role	Name of Resource
Project Manager	
Site Engineer	
Health and Safety Officer	

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

Project Manager						
	Relevant experience for the following:	Weight	Education, training and skills for the following:	Weight	Professional Registration:	Weight
	<ul style="list-style-type: none"> <li><b>Project Manager:</b> To have At least 7 years' experience in Port and Coastal Construction projects.</li> </ul>	4	BSc/B-Tech qualification in Civil/QS/Construction qualification	2	<ul style="list-style-type: none"> <li>SACPCMP or PMP</li> </ul>	2
<b>Points</b>	8					
<b>Score 0</b>	The tenderer has submitted no information or inadequate information to determine a score. No Qualification or Professional registration submitted.					
<b>Score 20</b>	Less than or equal to 4 years of experience in Port and Coastal Construction projects.		Certificate in Project Management		SACPCMP: Less than or equal to one (1) year post registration	
<b>Score 40</b>	More than 4 years and up to at least 7 years of experience in Port and Coastal Construction projects.		Diploma in Project Management		SACPCMP: More than one (1) but less than three (3) years post registration	
<b>Score 60</b>	More than 7 years and up to at least 9 years of experience in Port and Coastal Construction projects		BSc/B-Tech Civil/QS/Construction qualification		SACPCMP: Three (3) years post registration but less than four (4) years	

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Score 80	More than 9 years and up to at least 10 years of experience in Port and Coastal Construction projects.	BSc/B-Tech Civil/QS/Construction qualification including a master's degree	SACPCMP: Four (4) years post registration but less than five (5) years			
Score 100	More than 10 years of experience in Port and Coastal Construction projects.	BSc/B-Tech Civil/QS/Construction qualification including a PHD	SACPCMP: Five (5) years or more post registration			
Site Engineer						
	<b>Relevant experience for the following:</b> <ul style="list-style-type: none"><li><b>Site Engineer:</b> To have at least 5 years' experience in Port and Coastal Construction projects.</li></ul>	<b>Weight</b>  <b>2</b>	<b>Education, training and skills for the following:</b> BSc/B-Tech Civil/QS/Construction qualification	<b>Weight</b>  <b>2</b>	<b>Professional Registration:</b> <ul style="list-style-type: none"><li>ECSA PR Eng. Or ECSA PR Tech.</li></ul>	<b>Weight</b>  <b>2</b>
Points	6					
Score 0	The tenderer has submitted no information or inadequate information to determine a score. No Qualification or Professional registration submitted.					
Score 20	Less than or equal to 2 years of experience in Port and Coastal Construction projects.	Certificate in Civil/QS/Construction qualification		ECSA PR Eng. Or ECSA PR Tech.: One (1) year or less than one (1) year post registration.		
Score 40	More than 2 years and up to at least 4 years of experience in Port and Coastal Construction projects.	Diploma in Civil/QS/Construction qualification		ECSA PR Eng. Or ECSA PR Tech.: More than one (1) year but less than two (2) year post registration		

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<b>Score 60</b>	More than 4 years and up to at least 5 years of experience in Port and Coastal Construction projects.	BSc/B-Tech in Civil/QS/Construction qualification	ECSA PR Eng. Or ECSA PR Tech.: Two (2) years but less than three (3) years post registration			
<b>Score 80</b>	More than 5 years and up to at least 7 years of experience in Port and Coastal Construction projects.	BSc/B-Tech. in Civil/QS/Construction qualification including a master's degree	ECSA PR Eng. Or ECSA PR Tech.: three (3) years but less than four (4) years post registration			
<b>Score 100</b>	More than 7 years of experience in Port and Coastal Construction projects.	BSc/B-Tech. in Civil/QS/Construction qualification including a PHD	ECSA PR Eng. Or ECSA PR Tech.: Four (4) years and above post registration			
<b>Health and Safety Officer</b>						
	<b>Relevant experience for the following:</b>  • <b>Health and Safety Officer:</b> To have at least 5 years' experience in Port and Coastal Construction projects	<b>Weight</b>  <b>2</b>	<b>Education, training and skills for the following:</b>  SAMTRAC training course .	<b>Weight</b>  <b>2</b>	<b>Professional Registration:</b>  • SACPCMP (Professional)	<b>Weight</b>  <b>2</b>
<b>Points</b>	<b>6</b>					
<b>Score 0</b>	The tenderer has submitted no information or inadequate information to determine a score. No Qualification or Professional registration submitted.					
<b>Score 20</b>	Less than or equal to 2 years of experience in Port and Coastal Construction projects.		Certificate in Health and Safety		N/A	
<b>Score 40</b>	More than 2 years and up to at least 4 years of experience in Port and Coastal Construction projects.		Diploma in Health and Safety		Candidate SACPCMP	

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<b>Score 60</b>	More than 4 years and up to at least 5 years of experience in Port and Coastal Construction projects.	SAMTRAC training course	Professional SACPCMP
<b>Score 80</b>	More than 5 years and up to at least 7 years of experience in Port and Coastal Construction projects.	SAMTRAC training course including a degree	N/A
<b>Score 100</b>	More than 7 years of experience in Port and Coastal Construction projects.	SAMTRAC training course including a honors degree	More than one Professional Registration

## T2.2-06: Evaluation Schedule - Approach Paper

The Tenderer to submit an approach paper which responds to the *works* and outlines the proposed approach / methodology.

The Approach Paper should cover:

- Detailed method statement, technical approach and construction sequencing in terms of the Works Information (design philosophy).

Tenderers to note that the approach paper should not be more than 5 pages.

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

1. Rock revetment
  - a) Details of proposed Equipment and rock placement.
  - b) Methodology for placing and monitoring the rock revetment (50kg – 100kg rock).
  - c) The planned production rates, expressed in terms of the in-situ bulk volume (m<sup>3</sup>) of rock placed per week, per hour and cumulative, allowing for mechanical and weather-related downtime.
  - d) Details of the proposed survey methods and equipment to be used between successive layers.

### Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	

The scoring of the approach paper will be as follows:

	<b>Approach is clearly articulated and based on the Works Information and Demonstrates a clear understanding of the project objectives</b>
<b>Points</b>	<b>15</b>
<b>No response (score 0)</b>	The Tenderer has submitted no information or inadequate information to determine a score
<b>Not Acceptable (score 20)</b>	<p>The approach paper offers a broad outline. The tenderer has submitted at least Two (2) of the minimum approach paper requirements:</p> <p>(a) Providing detailed information on the proposed equipment and rock placement.</p> <p>b) Developing a methodology for the placement and monitoring of the 50kg - 100kg rock revetment.</p> <p>c) Determining the planned production rates in terms of in-situ bulk volume (m3) of rock placed per week, per hour, and cumulatively, accounting for mechanical and weather-related downtime.</p> <p>d) Outlining the proposed survey methods and equipment to be utilized between successive layers.</p>
<b>Poor (score 40)</b>	<p>The suggested technical approach and methodology does not address the minimum requirements for the approach paper. The tenderer has submitted at least Three (3) of the minimum approach paper requirements:</p> <p>(a) Providing detailed information on the proposed equipment and rock placement.</p> <p>b) Developing a methodology for the placement and monitoring of the 50kg - 100kg rock revetment.</p> <p>c) Determining the planned production rates in terms of in-situ bulk volume (m3) of rock placed per week, per hour, and cumulatively, accounting for mechanical and weather-related downtime.</p> <p>d) Outlining the proposed survey methods and equipment to be utilized between successive layers.</p>
<b>Satisfactory (score 60)</b>	<p>The approach paper must include, at the very least the following information related to the rock revetment:</p> <p>(a) Providing detailed information on the proposed equipment and rock placement.</p> <p>b) Developing a methodology for the placement and monitoring of the 50kg - 100kg rock revetment.</p> <p>c) Determining the planned production rates in terms of in-situ bulk volume (m3) of rock placed per week, per hour, and cumulatively, accounting for mechanical and weather-related downtime.</p> <p>d) Outlining the proposed survey methods and equipment to be utilized between successive layers.</p>

<b>Good (score 80)</b>	The approach paper not only outlines the minimum requirements but also ensures alignment with the project objectives and methodology. It takes into account potential delays such as material delivery or equipment breakdowns and incorporates contingencies to address these issues. Furthermore, the approach paper may contain additional pertinent information related to the rock revetment.
<b>Very good (score 100)</b>	Not only does the project meet the "80" rating, but it is also executed with remarkable expertise and efficiency, showcasing the tenderer's exceptional knowledge of cutting-edge approaches. The approach paper goes beyond fulfilling project requirements by presenting effective strategies to improve project outcomes and ensure the delivery of high-quality outputs.

## T2.2-07: Evaluation Schedule: Project Programme

### Note to tenderers:

#### Programme

The Tenderer details the programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide an electronic copy of the programme in Microsoft Projects.

Please provide your proposed programme showing but not limited to the following:

- Ability to execute the works in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the pre-feasibility study activities that will take place in order to provide the works in a logical sequence.
- Dates when the *Contractor* will need access to any part of the Site, acceptances etc.
- Starting Date, Key Dates, Planned Completion Date & Completion Date
- Resources
- Provisions for Float, Critical path and Time Risk Allowance

The scoring of the Programme will be as follows:

Programme	
Points	15
<b>No response</b> (Score 0)	The tenderer has submitted no information or inadequate information to determine a score.
<b>Not Acceptable</b> (Score 20)	The submitted programme is generic and does not appear to be tailored to the revetment repair works project. The tenderer seems to have misunderstood the project's scope, as the program does not address the ability to execute works within the required timeframe and the logical sequence of construction works. Additionally, important details such as access dates, key dates, resources and provisions for float, critical path, and time risk allowance have been omitted from the programme.

<b>Poor</b> <b>(Score 40)</b>	The submitted programme is unrealistic however it is tailored to the revetment repair works project. The tenderer seems to have misunderstood the project's scope, as the program does not address the ability to execute works within the required timeframe and the logical sequence of construction works. Additionally, two or more important details such as access dates, key dates, resources and provisions for float, critical path, and time risk allowance have been omitted from the programme.
<b>Satisfactory</b> <b>(Score 60)</b>	The programme demonstrates a clear understanding of the project's scope aspects, including the ability to execute works within the required timeframe and the logical sequence of the construction works. Additionally, important details such as access dates, key dates, completion date, resources, and provisions for float, critical path, and time risk allowance.
<b>Good</b> <b>(Score 80)</b>	The submitted program indicates a solid grasp of the project's scope with clear consideration given to the ability to execute works within the required timeframe and the logical sequence of construction works. In addition to containing the minimum specified requirements: access dates, key dates, planned completion dates, resources, and provisions for float, critical path, and time risk allowance, the programme has catered for additional aspects mentioned in the scope of works.
<b>Very good</b> <b>(Score 100)</b>	Besides meeting the above "good" rating, the project scope is approached in a state-of-the-art and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches.

## **T2.2-08: Evaluation Schedule: Health and Safety Management**

The Tenderer must review the following documents for context to meet the Healthy and Safety requirements, namely:

- Transnet Health and Safety Specification

The Health and Safety Management will be evaluated from three (3) perspectives:

### **1. Construction Safety Work Method Statement.**

Detailed method statement, technical approach and construction sequencing in terms of the Works Information. The construction method statement shall include as a minimum but not limited to the following (the contractor must refer to the works information for a full description of the scope of the works):

- 1) Identify the work/processes and activities that is high risk construction work
- 2) Specify hazards relating to the high-risk construction work and the risks to health and safety
- 3) Describe the measures to be implemented to control the risks; and
- 4) Describe how the control measures are to be implemented, monitored and reviewed
- 5) Take into account all relevant matters, including circumstances at the workplace that may affect the way in which the high-risk construction work is carried out

### **2. Risk Assessment**

Overview of the tenderer's Risk Assessment methodology, and submission of risk assessments indicating major activities of the works and how the risks will be addressed and mitigated. Risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site, and must include—

- 1) the identification of the risks and hazards to which persons may be exposed to;
- 2) an analysis and evaluation of the risks and hazards identified based on a documented method;
- 3) a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- 4) a monitoring plan; and
- 5) a review plan

### **3. Contractor Safety Questionnaire**

Complete and return with tender documentation the Contractor Safety Questionnaire with required supporting documentation (question 4 and 5) included as an Annexure. All sections of the questionnaire to be completed.

- 1) Safe work performance
- 2) Citations
- 3) Certificate of recognition
- 4) Safety program
- 5) Training program
- 6) Safety activities
- 7) Safety stewardship
- 8) Personnel
- 9) References

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

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

Sub-Criteria	Safety Work Method Statement	Risk Assessment	Contractor Safety Questionnaire (5 points)
Points	5	5	4
			<i>Submission of evidence for Q 4 and 5 = 1</i>
<b>Score 0</b>	No response or submission, or the applicable document was not submitted	No response or submission, or the applicable document was not submitted	No response or submission, or the applicable document was not submitted
<b>Score 20</b>	Tenderer's method statement has covered 1 of the 5 activities specific to the scope of the project as listed.	Tenderer's risk assessment has covered 1 of the 5 activities specific to the scope as listed	Tenderer's has completed 1-2 of the 9 sections in the questionnaire
<b>Score 40</b>	Tenderer's method statement has covered 2 of the 5 activities specific to the scope of the project as listed.	Tenderer's risk assessment has covered 2 of the 5 activities specific to the scope as listed	Tenderer has completed 3 of the 9 sections in the questionnaire

<b>Score 60</b>	Tenderer's method statement has covered 3 to of the 5 activities specific to the scope of the project as listed.	Tenderer's risk assessment has covered 3 of the 5 activities specific to the scope as listed	Tenderer has completed 4 -5 of the 9 sections in the questionnaire
<b>Score 80</b>	Tenderer's method statement has covered 4 of the 5 activities specific to the scope of the project as listed.	Tenderer's risk assessment has covered 4 of the 5 activities specific to the scope as listed	Tenderer has completed 6-8 of the 9 sections in the questionnaire
<b>Score 100</b>	Tenderer's method statement has covered ALL 5 activities specific to the scope of the project as listed	Tenderer's risk assessment has covered ALL 5 activities specific to the scope as listed	Tenderer has completed ALL 9 sections in the questionnaire and submitted supporting documentation for question 4 and 5

## T2.2-09 Health, Safety Questionnaire

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

#### 4. SAFETY PROGRAM

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

#### 5. TRAINING PROGRAM

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

5B. Do you have a program for training newly hired or promoted supervisors?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
(If Yes, submit an outline for evaluation. Does it include instruction on the following:			
	Yes	No	
EMPLOYER RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY COMMUNICATION
EMPLOYEE RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	FIRST AID/MEDICAL PROCEDURES
DUE DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	NEW WORKER TRAINING
SAFETY LEADERSHIP	<input type="checkbox"/>	<input type="checkbox"/>	ENVIRONMENTAL REQUIREMENTS
WORK REFUSALS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT

INSPECTION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>	PRE-JOB SAFETY INSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	DRUG & ALCOHOL POLICY	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	PROGRESSIVE DISCIPLINARY POLICY	<input type="checkbox"/>	<input type="checkbox"/>
SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFICATION REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>

**6. SAFETY ACTIVITIES**

Do you conduct safety inspections? Yes No Weekly Monthly Quarterly  
☐ ☐ ☐ ☐ ☐

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

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

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

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

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

Is the process documented? ☐ Yes ☐ No

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

Do you have a hazard assessment process? ☐ Yes ☐ No

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

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

How does your company measure its H&S success?  

- Attach separate sheet to explain

**7. SAFETY STEWARDSHIP**

7A Are incident reports and report summaries sent to the following and how often? Yes No Monthly Quarterly Annually

Project/Site Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Director/Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
/Chief Executive Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7B How are incident records and summaries kept? How often are they reported internally? Yes No Monthly Quarterly Annually

Incidents totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Incidents totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	• Subtotalled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Subtotalled by foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7C	How are the costs of individual incidents kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Costs totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Costs totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Subtotalled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Subtotalled by foreman/general foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7D	Does your company track non-injury incidents?	Yes	No	Monthly	Quarterly	Annually
	Near Miss	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Fire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Environmental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>8</b>	<b>PERSONNEL</b>					
List key health and safety officers planned for this project. Attach resume.						
	Name	Position/Title			Designation	
Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?						
	Name	Address			Telephone Number	
Other responsibilities:						
<b>9</b>	<b>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			Phone Number	

## **T2.2-10: Evaluation Schedule: Environmental Management**

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

- Transnet National Ports Authority standard environmental specification for construction and maintenance works in the Port of Durban.
- Port of Durban EMP Guidelines.

The tenderer must provide an Environmental Management Plan specific to the project, Environmental aspects and impacts together with mitigation measures must be clearly defined. The EMP must include but not limited to the following sections.

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

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

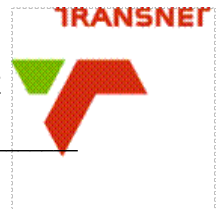
The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

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

<b>Score 0</b>	Environmental Management Plan (EMP) for the proposed activities not submitted
<b>Score 20</b>	Tenderer has submitted an EMP with 1 to 2 key elements
<b>Score 40</b>	Tenderer has submitted an EMP with 3 to 6 key elements
<b>Score 60</b>	Tenderer has submitted an EMP with 7 to 9 key elements.
<b>Score 80</b>	Tenderer has submitted an EMP 10 to 12 key elements.
<b>Score 100</b>	Tenderer has submitted an EMP with 13 or more key elements

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

Tenderer: \_\_\_\_\_



## T2.2-11: Authority to submit a Tender

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

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

### A. Certificate for Company

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

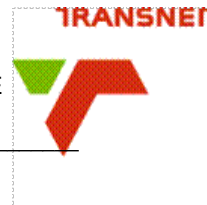
Signed

Date

Name

Position

Chairman of the Board of Directors



## B. Certificate for Partnership

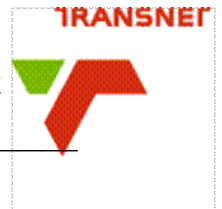
We, the undersigned, being the **key partners** in the business trading as \_\_\_\_\_

\_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_

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

Name	Address	Signature	Date

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



### C. Certificate for Joint Venture

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

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

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

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



**D. Certificate for Sole Proprietor**

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

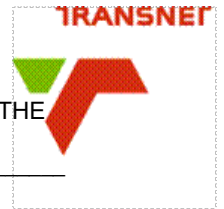
Signed

Date

Name

Position

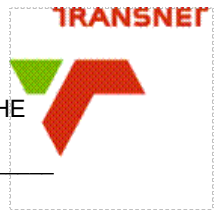
Sole Proprietor



## T2.2-12: Record of Addenda to Tender Documents

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

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



## **T2.2-13 Letter/s of Good Standing with the Workmen's Compensation Fund**

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

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

Name of Company/Members of Joint Venture:

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

## T2.2-14: Schedule of Proposed Subcontractors

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

### Note to tenderers:

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

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

Provide information of the Sub-contractors below:

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

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	

<b>% Black Owned</b>	<b>EME</b>	<b>QSE</b>	<b>Youth</b>	<b>Women</b>	<b>Disabilities</b>	<b>Rural/ Underdeveloped areas/ Townships</b>	<b>Military Veterans</b>
	<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"/>	

## T2.2-15: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

**Section 1: Name of enterprise:** \_\_\_\_\_

**Section 2: VAT registration number, if any:** \_\_\_\_\_

**Section 3: CIDB registration number, if any:** \_\_\_\_\_

**Section 4: CSD number:** \_\_\_\_\_

**Section 5: Particulars of sole proprietors and partners in partnerships**

Name	Identity number	Personal income tax number

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

**Section 6: Particulars of companies and close corporations**

Company registration number \_\_\_\_\_

Close corporation number \_\_\_\_\_

Tax reference number: \_\_\_\_\_

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

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

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

## SBD 6.1

### PREFERENCE POINTS CLAIM FORM

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

#### 1. GENERAL CONDITIONS

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

	POINTS
<b>PRICE</b>	<b>80</b>
B-BBEE Status Level of Contributor 1 or 2 = 10 30% Black Women Entities = 5 +50% Black Youth Owned Entities = 5	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:  
80/20

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

Where

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

$P_t$  = Comparative price of bid under consideration

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

#### 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status contributor	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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

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

<b>EME<sup>1</sup></b>	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>
------------------------	--

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## 5. BID DECLARATION

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

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

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

<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.

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

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

*(Tick applicable box)*

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

[illegible]

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

#### 8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

## 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Service provider
- ☐ Other 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.

<p><b>WITNESSES</b></p> <p>1. ....</p> <p>2. ....</p>	<p>.....</p> <p><b>SIGNATURE(S) OF BIDDERS(S)</b></p> <p>DATE: .....</p>
---	--

## 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<sup>2</sup> 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

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


2.2 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>3</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.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of

<sup>3</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.

the official bid opening or of the awarding of the contract.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

TRANSNET NATIONAL PORTS AUTHORITY

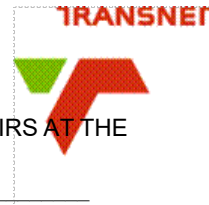
TENDER NUMBER: TNPA/2023/10/0019/45251/RFP

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF NORTH BANK REVETMENT REPAIRS AT THE PORT OF DURBAN FOR A PERIOD OF THREE (3) MONTHS.

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## **T2.2-16 NON-DISCLOSURE AGREEMENT**



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

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

**TRANSNET SOC LTD**

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

**and**

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

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

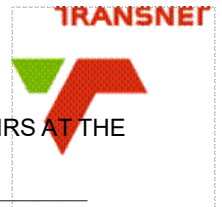
- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**],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



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

## 2. CONFIDENTIAL INFORMATION

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



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

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

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

### **4. ANNOUNCEMENTS**

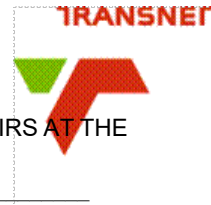
- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other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

### **5. DURATION**

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

### **6. PRINCIPAL**

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



## **7. ADEQUACY OF DAMAGES**

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

## **8. PRIVACY AND DATA PROTECTION**

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

## **9. GENERAL**

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer



## T2.2-17: RFP DECLARATION FORM

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

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

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below:

*[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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Indicate nature of relationship with Transnet:

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



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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-20 "Service Provider Integrity Pact".

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

### IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website [www.transnet.net](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 Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.



## T2.2-18: 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:

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DATE OF BREACH:

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

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

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



## **T2.2-19 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;

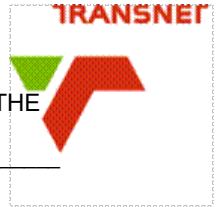


- 
- b) geographical area where Services will be rendered [market allocation]
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a tender which does not meet the specifications and conditions of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



## **T2.2-20 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

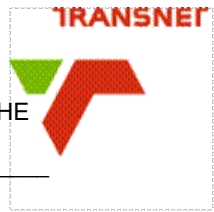
**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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



## **PREAMBLE**

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

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

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

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

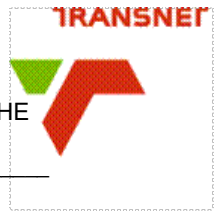
## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage

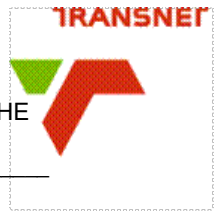


from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

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

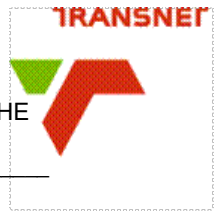
### **3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER**

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

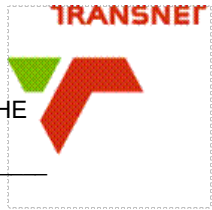


privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
  - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.



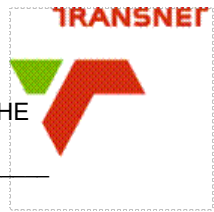
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
  - Principle 2: make sure that they are not complicit in human rights abuses.
- b) Labour
- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
  - Principle 4: the elimination of all forms of forced and compulsory labour;
  - Principle 5: the effective abolition of child labour; and
  - Principle 6: the elimination of discrimination in respect of employment and occupation.
- c) Environment



- Principle 7: Businesses should support a precautionary approach to environmental challenges;
  - Principle 8: undertake initiatives to promote greater environmental responsibility; and
  - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

#### **4 INDEPENDENT TENDERING**

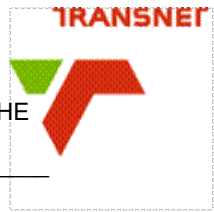
- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit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



- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority **[NPA]** for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider/Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst

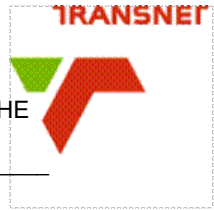


others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

- 5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

## **6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)**

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



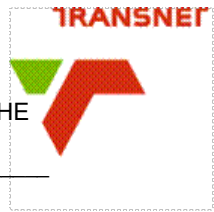
business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:

- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
- b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
- c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
  - (i) he made the statement in good faith honestly believing it to be correct; and
  - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National



Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

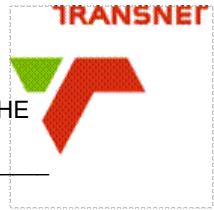
- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for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

## **7 PREVIOUS TRANSGRESSIONS**

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

## **8 SANCTIONS FOR VIOLATIONS**

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



- f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

## **9 CONFLICTS OF INTEREST**

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

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

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

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

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

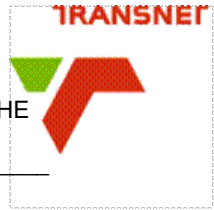
9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender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

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

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

## **10 DISPUTE RESOLUTION**

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever



possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

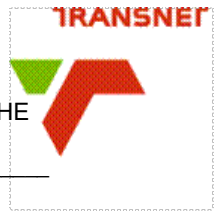
- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a Tenderer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

## 11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

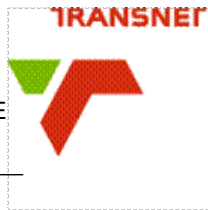
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I ..... duly authorised by the tendering entity, hereby certify  
that the tendering entity are **fully acquainted** with the contents of the Integrity Pact  
and further **agree to abide by it** in full.

Signature .....

Date .....



## **T2.2-21 : 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).

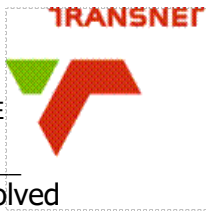
This code of conduct has been included in this contract to formally appraise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

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

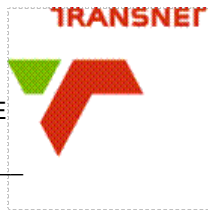
Transnet is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt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



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### ***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



## **T2.2-22 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 ..... 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.

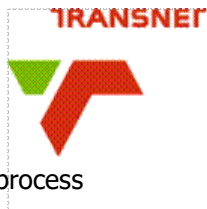


- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written 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: \_\_\_\_\_

(Operator)

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

**AS WITNESSES:**

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

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



## T2.2-23: Insurance provided by the *Contractor*

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

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000/R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			





## 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:

### **PROVISION OF NORTH BANK REVETMENT REPAIRS AT THE PORT OF DURBAN FOR A PERIOD OF THREE (3) MONTHS.**

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:



## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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



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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Transnet SOC Ltd

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date



## Schedule of Deviations

Note:

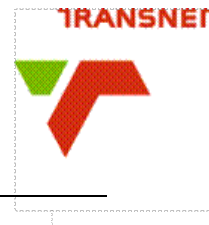
1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents 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		

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

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

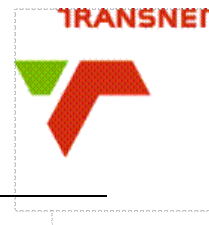
	For the tenderer:	For the Employer
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	(Insert name and address of organisation)	Transnet SOC Ltd
Name & signature of witness	_____	_____
Date	_____	_____



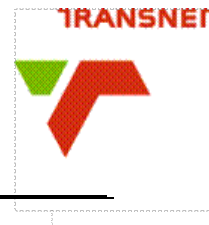
## C1.2 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		<b>B: Priced contract with bill of quantities</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X2 Changes in the law</b>
		<b>X7: Delay damages</b>
		<b>X16: Retention</b>
		<b>X 18: Limitation of Liability</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd</b> <b>(Registration No. 1990/000900/30)</b>



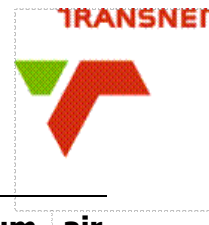
	Address	Registered address: <b>Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet SOC Ltd trading through its operating division Transnet National Ports Authority Queen's Warehouse 237 Mahatma Gandhi Road Durban, South Africa 4001</b>
10.1	The <i>Project Manager</i> is: (Name)	<b>TBA</b>
	Address	<b>Port Engineering Department-First Floor Queen's Warehouse 237 Mahatma Gandhi Road Durban, South Africa 4001</b>
	Tel	<b>TBA</b>
	e-mail	<b>TBA</b>
10.1	The <i>Supervisor</i> is: (Name)	<b>TBA</b>
	Address	<b>Port Engineering Department-First Floor Queen's Warehouse 237 Mahatma Gandhi Road Durban, South Africa 4001</b>
	Tel No.	<b>TBA</b>
	e-mail	<b>TBA</b>
11.2(13)	The <i>works</i> are	<b>Conduct repairs on the damaged section of the North Bank revetment</b>



11.2(14)	The following matters will be included in the Risk Register	<b>1. Revetment failure during construction.</b> <b>2. Restricted working areas.</b> <b>3. Working along the revetment and within an operating Port.</b> <b>4. Access from the landside only</b> <b>5. Additional risks identified by the Employer are included in the Baseline Risk Assessment Annexure F</b>	
11.2(15)	The <i>boundaries of the site</i> are	<b>All related areas necessary for the Contractor to Provide the Works within the boundaries of the North Bank Revetment.</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 conditions of contract.</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>TBA</b>	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<b>Condition to be met</b>	<b>key date</b>
		<b>1 Site Establishment</b>	<b>As per approved programme</b>
		<b>2 Construction Works</b>	<b>Upon She file approval</b>
		<b>3 Handover and closeout</b>	<b>TBA</b>
30.1	The <i>access dates</i> are	<b>Part of the Site</b>	<b>Date</b>
		<b>1 Site Establishment</b>	<b>Upon She file approval</b>



<b>2 Construction Works</b>		<b>Upon SHE file approval and receipt of TNPA access permits</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>Upon SHE file approval and receipt of TNPA access permits</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 (RMB) 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>  <b>the number of days with rainfall more than 10 mm</b>



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

The place where weather is to be recorded (on the Site ) is:

**The *Contractor's* Site establishment area**

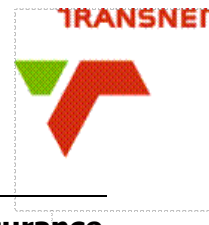
The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:

**Durban Weather Station**

and which are available from:

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

<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the <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>Not applicable</b>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	<b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>
	Cover / indemnity:	<b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
	2 Insurance against:	<b>Loss of or damage to property (except the <i>works</i>, Plant and Materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</b>



	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
3	Insurance against:	<b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>As stated in the insurance policy for Contract Works / Public Liability</b>
4	Insurance against:	<b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</b>
	Cover / indemnity	<b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>
	The deductibles are	<b>The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.</b>
	Note:	<b>The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."</b>
84.1	<p>The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is</p> <p>The <i>Contractor</i> provides these additional Insurances</p>	
	<p><b>The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.</b></p> <p><b>1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected</b></p>	



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

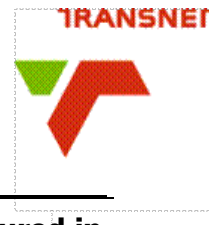
84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one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

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

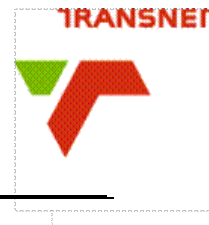
84.2 The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:

**Principal Controlled Insurance policy for Contract**

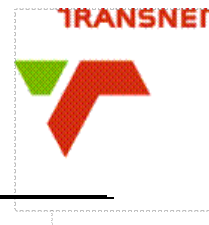
<b>9</b>	<b>Termination</b>	<b>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>B</b>	<b>Priced contract with Bill of Quantities</b>	<b>No additional data is required for this Option.</b>



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, KwaZulu-Natal, 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>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X7</b>	<b>Delay damages</b>	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	<b>R4 875.00 per day</b>



<b>X16</b>	<b>Retention</b>	
X16.1	The retention free amount is	<b>Nil</b>
	The retention percentage is	<b>10% on all payments certified.</b>
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>Nil</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 deductible of the relevant insurance policy</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 cost of correcting the Defect</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>The Total of the Prices</b>
X18.5	The <i>end of liability date</i> is	<b>52 weeks after Completion of the whole works</b>
<b>Z</b>	<b><i>Additional conditions of contract are:</i></b>	



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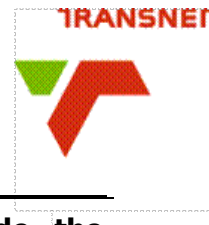
**Z1 Additional clauses relating to  
Joint Venture**

**Z1.1**

**Insert the additional core clause 27.5**

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

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



constituents to provide the Works.

- Financial requirements for the Joint Venture:

iv. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;

v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

**Z1.2**

**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*.

**Z2 Additional obligations in respect of Termination**

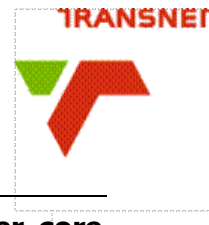
**Z2.1**

**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)

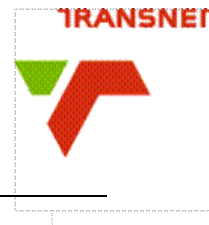


<b>Z2.2</b>	<b>Termination Table</b>	<b>The following will be included under core clause 90.2 Termination Table as follows:</b>
		<b>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</b>
<b>Z2.3</b>		<b>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</b>
<b>Z3</b>	<b>Right Reserved by the Employer to Conduct Vetting through SSA</b>	
<b>Z3.1</b>		<p><b>The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations:</b></p> <ol style="list-style-type: none"> <li><b>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.</b></li> <li><b>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.</b></li> <li><b>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.</b></li> </ol>
<b>Z4</b>	<b>Additional Clause Relating to Collusion in the Construction Industry</b>	
<b>Z4.1</b>		<b>The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.</b>

## Z5.1

## Z5.2

**The *Employer* owns the *Contractor's* rights over material 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 for the *Employer* over the material prepared by the subcontractor. The *Contractor* provides to the *Employer* the documents which transfer these rights to the *Employer***



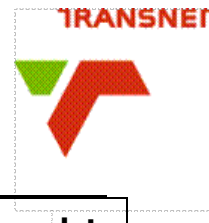
## C1.2 Contract Data

### 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.

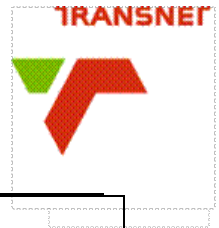
Completion of the data in full, according to Options chosen, is essential to create a complete contract.

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>		

<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:			



## PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	4
C2.2	The <i>bill of quantities</i>	6

## C2.1 Pricing instructions: Option B

### 1. The conditions of contract

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

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

**Identified and defined terms** 11

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

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

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

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

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

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

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

## 1.2. Function of the Bill of Quantities

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

## 1.3. Guidance before pricing and measuring

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

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

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

## 2. Measurement and payment

### 2.1. Symbols

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

Abbreviation	Unit
%	percent
H	hour
Ha	hectare
Kg	kilogram
Kl	kilolitre
Km	kilometre



km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
L	litre
M	metre
Mm	millimetre
m <sup>2</sup>	square metre
m <sup>2</sup> -pass	square metre pass
m <sup>3</sup>	cubic metre
m <sup>3</sup> -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum <sup>1</sup>	provisional sum
PC-sum	prime cost sum
R/only	Rate only
Sum	Lump sum
T	ton (1000kg)
W/day	Work day

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

## **2.2. General assumptions**

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

## **2.3. Departures from the *method of measurement***

## **2.4. Amplification of or assumptions about measurement items**

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

## **2.5. Scheduled Items**

- 2.5.1. The rates tendered shall cover the cost of a multi-beam survey, plotting profiles at a scale of 1:25 and providing the data in digital format.
- 2.5.2. Place and level 50kg – 100kg scour rock. The tendered rate shall include transportation of the rock from the supplier to the construction site and placing the rock material by a method elected by the *Contractor*; and all necessary surveys of the completed rock layers. The unit of measurement shall be cubic metre (m<sup>3</sup>) based on the lines shown on the drawings.
- 2.5.3. The rates tendered shall allow provision for operational delays.

## C2.2 The *Bill of Quantities*

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	<b><u>PRELIMINARY &amp; GENERAL</u></b>				
	<b><u>Preambles</u></b>				
	Fixed preliminary items will be valued and paid on a proven cost basis.				
<b>A.1</b>	<b><u>FIXED CHARGE ITEMS</u></b>				
A1.1	Contractual requirements as per NEC3 ECC including all performance bonds, insurances etc.	Sum	1		
	<b>Establishment of facilities for contractor</b>				
A1.2	Name boards, monthly progress photos and time lapse video	Sum	1		
A1.3	Offices and storage sheds	Sum	1		
A1.4	Ablution and latrine facilities	Sum	1		
A1.5	Tools and equipment	Sum	1		
A1.6	Water supplies, electric power, and communications	Sum	1		
A1.7	Dealing with Water	Sum	1		
A1.8	Access to site	Sum	1		
A 1.9	Plant	Sum	1		
A1.10	Health and Safety Compliance	Sum	1		
A1.11	Environmental management	Sum	1		
A1.12	Security	Sum	1		
A1.13	Dealing with Traffic	Sum	1		
A1.14	Removal of Site Establishment	Sum	1		
	<b>SUB-TOTAL CARRIED FORWARD</b>				



ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	<b>SUB-TOTAL BROUGHT FORWARD</b>				
A1.15	Allowance for additional test of material as ordered by the supervisor	Sum	1		
<b>A2</b>	<b><u>TIME RELATED ITEMS</u></b>				
	<b>Establishment of Facilities for contractor:</b>				
A2.1	Offices and storage sheds	Month	3		
A2.2	Ablution and latrine facilities	Month	3		
A2.3	Plant	Month	3		
A2.4	Company and head office overhead costs for duration of construction	Month	3		
A2.5	Allowance for underwater inspections including photographs for quality control	Month	3		
	<b>Supervision</b>				
A2.6	Supervision for the duration of Construction	Month	3		
	<b>Other time related obligations:</b>				
A2.7	Compliance Occupational Health and Safety Act and Construction Regulations	Month	3		
A2.8	Compliance to Environmental Management Plan	Month	3		
	<b>TOTAL CARRIED TO SUMMARY PAGE</b>				R



ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	<b><u>SECTION B</u></b>				
	<b><u>CIVIL WORKS</u></b>				
<b>B.1</b>	<b><u>Site Clearance</u></b>				
<b>B1.1</b>	Clear Site and remove material to an approved dump site.	m <sup>2</sup>	4500		
<b>B.2</b>	<b><u>Bathymetric Surveys (in and out)</u></b>				
B2.1	<u>Bathymetric Surveys of revetment profile</u>				
B2.1(a)	Multi beam echo sounder survey (in-survey)	No.	1		
B2.1(b)	Multi beam echo sounder survey (out-survey)	No.	1		
B2.1(c)	Allowance for in-between Multi beam echo sounder survey	No.	2		
<b>B.3</b>	<b><u>Revetment Repair (Land Based)</u></b>				
B3.1	<b><u>Revetment Repair</u></b>				
B3.1(a)	Provide Primary Rock Material (50kg - 100kg)	t	1600		
B3.1(b)	Installation and placement of Scour Rock to the Scour Cavity in the North Bank Revetment.	m <sup>3</sup>	1000		
B3.1(c)	Trim revetment to final profile	sum	1		
	<b>TOTAL CARRIED TO SUMMARY PAGE</b>				R

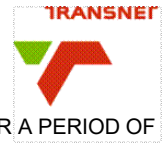


	DESCRIPTION	AMOUNT
	<b>SECTION A: PRELIMINARIES AND GENERALS</b>	
	<b>SECTION B: CIVIL WORKS</b>	
	<b>TOTAL Excl. VAT</b>	
	VAT @15%	
	<b>TOTAL Incl. VAT</b>	



## PART C3: SCOPE OF WORK

Document reference	Title	No of page
	This cover page	1
C3.1	<i>Employer's Works Information</i>	43
C3.2	<i>Contractor's Works</i>	1
<b>Total number of pages</b>		<b>48</b>



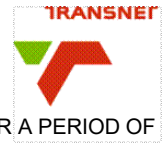
## C3.1 EMPLOYER'S WORKS INFORMATION

### Contents

PART C3: SCOPE OF WORK .....	1
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1 Description of the <i>works</i> .....	4
1.1 Executive overview.....	4
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## SECTION 1

### 1 Description of the *works*

#### 1.1 Executive overview

The primary purpose of this document is to outline the scope of work and deliverables that Transnet National Ports Authority (TNPA) will require of a *Contractor* with necessary experience and expertise to conduct repairs on the damaged North Bank revetment, with minimal disruption to operations. The *Contractor* shall have as part of his team an Engineer, who has experience in the construction of marine structures and must be professionally registered with the Engineering Council of South Africa (ECSA) as either a Professional Engineer (Pr.Eng) or Professional Technologist (Pr.Tech), for the North Bank Revetment Rehabilitation works, located at the Port of Durban.

The *works* that the *Contractor* is to perform for the North Bank Revetment Rehabilitation works involve the following:

- a) The *Contractor* is required to perform an in-survey of the existing North Bank revetment profile and provide an in-survey report which will be used as a base survey from which the quantities of the work perform will be measured. (Grids and approximate extent).
- b) The *Contractor* source, supply and place the revetment rock of the required size to the damaged section of the revetment and in layers and sequence indicated in the as-built drawings.
- c) The work must only be carried out from the landside due to the challenges with vessel movement.
- d) The *Contractor* is required to sort, load, and transport the required rock material to the construction site for usage. Due the limitations in available space, the rock cannot be stockpiled on site. The rock will only be allowed to be transported and placed from the landside to repair the damaged section of the North Bank revetment, as indicated in the Survey Report SUR17-267C Rev00 (refer to **Annexure D**).
- e) The *Contractor* is required to provide documents for the management of the rock stockpiles
- f) The *Contractor* is required to place and level approximately 1000m<sup>3</sup> of 50kg – 100kg rock to the cavity in the North Bank revetment as per Survey Report SUR17-267C Rev00 (refer to **Annexure D**).
- g) The *Contractor* is required to conduct and complete all necessary surveys (interim and out surveys) of the completed rock layers for the North Bank Revetment.

The *Contractor* shall not delegate the rehabilitation and construction works to any other person who is not an ECSA accredited Registered Professional Structural Engineer.



## 1.2 Employer's objectives

The *Employer's* objectives are to prevent further deterioration of the North Bank revetment by repairing the damaged section. To ensure that the Entrance Channel remain operational with ongoing commercial shipping traffic. To create a safe working environment for the employees by ensuring that the infrastructure is of high safety and quality standard.

In addition to the above, the *Employer's* objectives are to complete the works timeously with minimum disruptions to ongoing operations, whilst maintaining the highest safety and quality standards during execution of the project.

## 1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

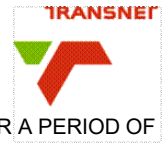
Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	<i>Contractor</i> Documentation Register
CDS	<i>Contractor</i> Documentation Schedule
CRL	<i>Contractor</i> Review Label
CSHEO	<i>Contractor's</i> Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DWG	Drawings
EO	Environmental Officer
HAW	Hazard Assessment Workshop
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee
JSA	Job Safety Analysis
CIRP	<i>Contractor's</i> Industrial Relations Practitioner
Native	Original electronic file format of documentation
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment

PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager
QA	Quality Assurance
R&D	Research and Development
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee
ECSA	Engineering Council of South Africa
VTs	Vessel Tracking Services

## 2 Engineering and the *Contractor's* design

### 2.1 *Employer's* design

- 2.1.1 The *Employer's* design covers the grade and type of rock to be used for the repairs of the North Bank revetment.
- 2.1.2 The revetment rehabilitation and construction works is done by the *Contractor* and the *Employer* supplies the following: existing drawings for the North Bank revetment; site information and a bathymetric survey report for the North Bank revetment.
- 2.1.3 The Technical Specification (refer to **Annexure A1, Annexure A2 and Annexure A3**) states the requirements for the construction, production, testing, transport, placement and survey of quarried stone materials to be sourced from local quarries or from alternative sources where applicable, for use in the construction for the repair of the North Bank revetment.
- 2.1.4 The *Employer* grants the *Contractor* a licence to use the copyright in design data presented to the *Contractor* for the purpose of the *works* (and the *Contractor's* obligation under paragraph 2.2 of the *Employer's Works Information*) ONLY.

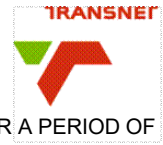


## 2.2 Parts of the works which the *Contractor* is to design

- 2.2.1 All required temporary works and these refer to all works other than the permanent works indicated on the drawings and which shall be removed from Site on completion of the Works. The *Contractor's* designs shall be approved by the ECSA professionally registered Engineer.
- 2.2.2 The works for the North Bank revetment rehabilitation works shall include, but not be limited to, the loading and transportation of rock from the stockpile near Island View berth 9 to site, management of the rock stockpile and, placing and levelling of approximately 1000m<sup>3</sup> of 50kg – 100kg rock to the cavity in the North Bank revetment.
- 2.2.3 The *Contractor* warrants that the workmanship of placing and levelling the rock shall be of the highest grade, installed in a practical and first-class manner in accordance with Best Practice, ready and complete for full operation upon completion of the works.
- 2.2.4 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 2.1 *Employer's* design above for the following parts of the *works*: The construction methodology of repairing the cavity for the North Bank revetment.
- 2.2.5 Unless expressly stated to form part of the design responsibility of the *Employer* as stated under 2.1 *Employer's* design above and whether or not specifically stated to form part of the design responsibility of the *Contractor* under this paragraph 2.2, all residual design responsibility and overall responsibility for the total design solution for the *works* rests with the *Contractor*.

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

- 2.3.1. The *Contractor* shall address the following procedures: Prior to the commencement of any work, the *Contractor* shall submit to the *Project Manager* the construction methodology for the repairs of the North Bank Revetment. The construction methodology shall be accompanied by drawings and necessary specifications for review and acceptance by the *Project Manager*.
  - 2.3.2. The *Contractor* undertakes design safety reviews with the Project Manager and Port Engineering technical team.
  - 2.3.3. The review period is a minimum of two (2) weeks from the date of receipt of the *Contractor's* design pack, this period can be extended provided both parties "*Contractor* and *Project Manager*" agree in writing to extend.
  - 2.3.4. The *Project Manager* will provide written comments on the *Contractor's* design for the *Contractor* to clarify or note, the *Contractor* will either incorporate the comments or clarify issues raised and assure the *Project Manager* that the design addresses all issues raised.
  - 2.3.5. Once the review and comments process is finalised, the *Project Manager* will sign off for the acceptance of the *Contractor's* proposal, drawings and specifications.  
**NB:** It shall be noted that the sign off for acceptance does not relieve the *Contractor* of his responsibility and accountability for his own proposal.
- 2.3.1 Documentation Submission



In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Contractor Document Submittal Requirements' Standard included in Annexure 1 (Refer DOC-STD-0001).

## 2.4 Review and Acceptance of Contractor Documentation

- 2.4.1. The *Contractor* submits documentation as the 'Works Information' requires to the *Project Manager* for review and acceptance.
- 2.4.2. The *Contractor* shall clearly document and present to the *Employer* all assumptions, constraints and limitations of his design for the repairs of the North Bank revetment.
- 2.4.3. In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Contractor Document Submittal Requirements' Standard included in Annexure 1 (Refer DOC-STD-0001).

## 2.5 Other requirements of the Contractor's design

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

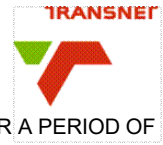
Altitude	Sea level
Ambient temperature	0°C to 45°C
Relative humidity	50% to 100%
Atmosphere	Heavy saline
Datum	Chart Datum (Durban)

## 2.6 Use of Contractor's design

- 2.6.1 The *Contractor* grants the *Employer* a licence to use the copyright in all design data presented to the *Employer* in relation to the *works* for any purpose in connection with the construction, re-construction, refurbishment, repair, maintenance and extension of the *works* with such licence being capable of transfer to any third party without the consent of the *Contractor*.
- 2.6.2 The *Contractor* vests in the *Employer* full title guarantee in the intellectual property and copyright in the design data created in relation to the *works*.

## 2.7 Design of Equipment

- 2.7.1 The *Contractor* designs all Equipment and submits same to the *Project Manager* for his information only.
- 2.7.2 The *Contractor* ensures that his Equipment is safe and that it complies fully with the applicable statutory requirements including the relevant provisions of the Construction Regulations.
- 2.7.3 The *Contractor* provides all qualified operators, special certificates, permits to operate and the like for Equipment as required by the Occupational Health and Safety Act 85 of 1993 and submits to the *Project Manager* for his acceptance prior to using the Equipment on the Site and/or Working Areas.



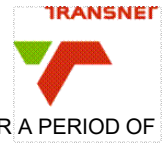
- 2.7.4 The *Contractor* indemnifies and holds indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of the Equipment.

## **2.8 Equipment required to be included in the works**

- 2.8.1 The *Contractor* shall define which equipment will be suitable for the completion of the *works* based on his construction methodology.

## **2.9 As-built drawings, operating manuals and maintenance schedules**

- 2.9.1 The *Contractor* shall be required to furnish three final copies of each as-built drawings and specifications for the repair work of North Bank revetment in terms of this contract to the *Project Manager* one week prior to take over the *works*.
- 2.9.2 The *Contractor* provides specifications in an A4 hard covered, red, grease and waterproof binder, using 2 ring type binders. The specifications are well indexed and user friendly and include a summarized Table of Contents.
- 2.9.3 Drawings and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.
- 2.9.4 **As-Built/Final Documentation**  
In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the '*Contractor* Document Submittal Requirements' Standard included in Annexure 1 (Refer DOC-STD-0001).
- 2.9.5 **Installation, Maintenance and Operating Manuals and Data Books**  
In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Data Books and Manuals' Standard included in Annexure 10 (Refer DOC-STD-0001) and the '*Contractor* Documentation Submittal Requirements' Standard included in Annexure 1 (Refer to DOC-STD-0001).



### 3 Construction

#### 3.1 Temporary works, Site services & construction constraints

##### 3.1.1 *Employer's* Site entry and security control, permits, and Site regulations

3.1.1.1. The load and space limitations of the roadway adjacent to the construction site may not permit the usage of heavy equipment and the stockpiling of materials.

3.1.1.2. Access to site and transportation of rock material can only be accommodated from landside. No activities from the waterside will be permitted.

##### 3.1.2 The *Contractor* complies with the following requirements of the *Employer*:

3.1.2.1. The *Contractor* shall take traffic congestion into account when determining this transportation requirements.

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

3.1.2.3. Prior to bringing Equipment to site the *Contractor* will be required to notify the *Project Manager* as per the NEC 3 communication procedures and provide details of the Equipment to be brought to site and obtain approval from the *Project Manager*, the *Contractor* can only bring equipment once the *Project Manager* issues approval in writing.

3.1.2.4. All *Contractor's* staff and labour complies with the Employers (TNPA) operational safety requirements and are equipped with all necessary PPE, high visibility apparel and floating apparel.

##### 3.1.3 Restrictions to access on Site, roads, walkways and barricades

3.1.3.1. Movement of construction staff within the Site shall be by vehicle.

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

##### 3.1.4 People restrictions on Site; hours of work, conduct and records:

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

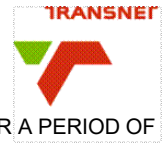
##### 3.1.5 The *Contractor* complies with the following hours of work for his people (including Sub-*Contractors*) employed on the Site:

- Monday to Friday: 07:00am to 17:00pm

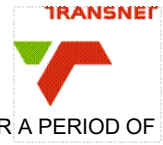
**NB:** Should the *Contractor* wish to deviate from the above working hours, a formal request shall be submitted to the *Project Manager* for approval two weeks prior to the start date of the deviation.

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

##### 3.1.7 Health and safety facilities on Site



- 3.1.7.1. All health and safety matters associated with the *works* shall be dealt with in accordance with Occupational Health & Safety Act, 1993 (Act No. 85 of 1993) and the Transnet National Ports Authority Health and Safety Specifications contained in **Annexure B1: TNPA Health and Safety Specifications** to this *works* Information.
- 3.1.7.2. The *Contractor* shall prepare, implement and administer the *Contractor's* Health and Safety Management Plan (CHSMP). The Health and Safety Management Plan must provide a systematic method of managing hazards and implementing control measures.
- 3.1.7.3. The *Contractor* must prepare and submit the occupational health & safety file to the *Project Manager* for acceptance. The *Project Manager* will then submit the occupational health & safety to the TNPA Legal & Compliance Department for approval before the commencement of the *works*.
- 3.1.7.4. Pre-employment medical examinations as well as exit medicals will be required and must further include for chest X-rays. These medical examinations must be carried out by a registered Occupational Health practitioner. All costs associated will be for the *Contractor's* account.
- 3.1.7.5. The *Contractor* ensures that its Sub-*Contractors* comply with the requirements of the Occupational Health & Safety Act, 1993 (Act No. 85 of 1993).
- 3.1.7.6. The *Contractor* performs the *works* and all construction activities within the Site and Working Areas in accordance with the *Contractor's* Health and Safety Management Plan (CHSMP).
- 3.1.8 The *Contractor* complies with the requirements stated under paragraph 2.3 of C3.1 *Employer's* Works Information.
- 3.1.9 The *Contractor* complies with the CEMP, SES and PES in the construction of the *works*, all as described under paragraph 2.4 of C3.1 *Employer's* Works Information.
- 3.1.10 Title to Materials from demolition and excavation
  - 3.1.10.1. The *Contractor* has no title to all materials arising from dismantling and demolition in the performance of the *works* with title to such materials remaining with the *Employer*. The *Project Manager* shall instruct the *Contractor* how to label, mark, set aside and/or dispose of such materials for the benefit of the *Employer* in accordance with ECC3 Clause 73.1.
  - 3.1.10.2. With title to such Materials (as referenced above) remaining with the *Employer*, the *Employer* shall instruct the *Contractor* how to label, mark, set aside and/or dispose of such Materials for the benefit of the *Employer* in accordance with ECC Clause 73.1.
- 3.1.11 Cooperating with and obtaining acceptance of others
  - 3.1.11.1. The *works* will be performed in an operational environment, the Entrance Channel will remain operational with ongoing commercial shipping traffic for the entire duration of the contract. The *Contractor* is to take cognisance of the TNPA employees and the ongoing commercial shipping traffic and the vehicular traffic to and from the Entrance Channel. The commercial shipping traffic will have right of way and the *Contractor* is required to plan his marine activities to fit around the commercial shipping. Equipment engaged on the marine activities may be required to vacate areas or parts of the *Works'* areas during the passage of vessels through or adjacent to the site. The *Contractor* shall have to liaise with the Harbour



Master in scheduling work and shall comply with all instructions of the Harbour Master through office of the *Project Manager* in this regard.

3.1.11.2. The fullest collaboration between the *Contractor*, Harbour Master, the *Supervisor* and other parties is essential with regard to the working of the Port. The commercial activities shall take priority over the construction activities. The *Contractor* shall ensure that all equipment such as anchors, floating plant, marker buoys, etc. remains inside the allocated water construction area. The *Contractor* shall remove any such equipment outside his allocated water construction site that obstructs commercial shipping operations at his own expense. No claims for standing time or extension of time for removal of such equipment will be payable.

3.1.12 The *Contractor* performs the *works* and co-operates with:

3.1.12.1. The *Employer* (including the agents of the *Employer*) who operates on Site during the entire duration of the Contract period.

3.1.12.2. Others, of whom the *Contractor* is to be notified once appointed by the *Employer*, who operate on Site during the entire duration of the Contract period.

3.1.12.3. The *Contractor* shall note that there may be other projects in progress within the Entrance Channel which are expected at some point to run in parallel to this project, hence the *Contractor* shall co-operate with others by allowing access through parts of the Working Areas when required during the entire duration of the Contract period.

3.1.13 Publicity and progress photographs

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

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

3.1.15 The *Contractor* provides a complete digital photographic record of the progress of the construction of the works to the *Project Manager*, monthly as part of the *Contractor's* monthly programme narrative report. The digital photographic equipment used shall be intrinsically safe, where applicable.

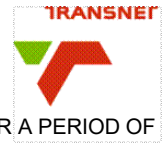
3.1.16 The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*.

3.1.17 *Contractor's* Equipment

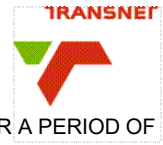
3.1.17.1. All Equipment used by the *Contractor* on site shall be properly maintained and operated. All vehicles on public roads shall be roadworthy, with the necessary licences and safety requirements. A checklist/register shall be implemented which lists the operator's qualifications and medical records.

3.1.18 The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

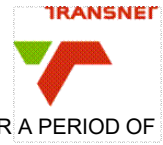
3.1.19 The *Contractor* complies with the following:



- 3.1.19.1. The *Contractor* shall submit a comprehensive list of Equipment, intended for use on this contract.
- 3.1.19.2. The use of all such Equipment shall be subject to approval by the Project Manager, though such approval shall not relieve the *Contractor* of any of their responsibilities under the contract.
- 3.1.20 Equipment provided by the *Employer*
  - 3.1.20.1. No Equipment will be provided by the *Employer*.
- 3.1.21 Site services and facilities:
  - 3.1.23.1. No facilities will be provided by the *Employer*. The *Contractor* may, however, make arrangements with the relevant Transnet personnel to make use of ablution facilities that might be on or near the site.
  - 3.1.23.2. The *Contractor's* site establishment area(s) is to be within the *Contractor's* boundary of the area that will be confirmed with the successful *Contractor* after award and shall be clearly sign posted and be compliant with the relevant safety regulations and restrictions that might be in place until the *Contractor* has de-established from site. The site establishment layout must be approved by the *Project Manager*.
  - 3.1.23.3. The *Contractor* shall ensure that the area used has a suitable continuous security fence and the necessary access gates. All preparation and fencing, etc. shall be done by the *Contractor* and shall be for his account, this includes clearing away and leaving clean and clear at completion.
  - 3.1.23.4. The *Contractor* shall provide, maintain and remove lockable portable chemical type toilets. An area will be made available within the *Contractor's* Working Areas.
- 3.1.22 The *Employer* provides the following facilities for the *Contractor*:
  - 3.1.24.1. For the duration of the Contract, the *Employer* will provide an area, free of charge, for the *Contractor* to establish his offices, lay down areas, stores, workshops, and other *Contractor's* Equipment.
  - 3.1.24.2. The *Contractor* ensures that this site establishment area is compliant with the relevant safety regulations and restrictions, is clearly sign posted, and has a suitable security fence, lighting and the necessary access control gates.
  - 3.1.24.3. The *Employer* provides connection points for services such as water, power etc. The *Contractor* is responsible for his own connection to the *Employer's* services AND for the reticulation of his services from the connection point. The cost of meters, connections, reticulation and all other usage costs associated with the provision of services are for the *Contractor's* account.
- 3.1.23 Wherever the *Employer* provides facilities (including, *inter alia*, temporary power, water, waste disposal, telecommunications etc) for the *Contractor's* use within the Working Areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.
- 3.1.24 Facilities provided by the *Contractor*:



- 3.1.26.1. The *Contractor* ensures that the site establishment area is compliant with the relevant safety regulations and restrictions, is clearly sign posted, and has a suitable security fence, lighting and the necessary access control gates.
- 3.1.26.2. All costs for preparation of the site establishment area are for the *Contractor's* account.
- 3.1.26.3. The *Contractor* submits details of the layout of his site establishment to the *Project Manager* for his acceptance.
- 3.1.26.4. The *Contractor* provides, at his cost, for his staff and that of the *Employer*, a sufficient number of toilets and maintains them in a clean and sanitary working condition.
- 3.1.26.5. The *Contractor* provides temporary lighting and fencing around every section occupied by him during the phased construction of the works.
- 3.1.26.6. Such fencing demarcates and secures the construction area. The fencing is erected before any work starts and is removed only upon completion of the work in that area.
- 3.1.26.7. The *Contractor* is responsible for all costs for such lighting and fencing, including access control into and out of these restricted areas.
- 3.1.25 Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of Equipment, involving, *inter alia*, offices, accommodation, laboratories, Materials storage, compound areas etc, within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
- 3.1.26 Unless expressly stated as a responsibility of the *Employer* as stated under 5.1.11 Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.
- 3.1.27 Existing premises, inspection of adjoining properties and checking work of Others
  - 3.1.30.1. The *Contractor* will be held responsible for any damage to existing structures and surfacing caused by the *Contractor* during the execution of the contract; fair wear and tear excluded, and shall repair it to the satisfaction of the *Supervisor* on conclusion of the *works*. For this purpose a joint inspection with the *Supervisor* will be carried out prior to occupation of the site(s) and any existing damage noted.
- 3.1.28 Underground services, other existing services, cable and pipe trenches and covers
  - 3.1.28.1. The *Contractor* establish/es the location of the various existing services situated within the Site and Working Areas, and records all such information on "marked-up" drawing(s) which remain available for reference at all times.
  - 3.1.28.2. The *Contractor* exercises due care and attention in carrying out any excavation work to avoid damage or disruption to existing services. The *Contractor* accordingly consults the *Project Manager* prior to undertaking any excavation work.
  - 3.1.28.3. Should the *Contractor* fail to exercise the requisite care and attention in carrying out the excavation work, the *Contractor* will be held liable for any claims arising out of damage caused by such excavation.
- 3.1.29 Control of noise, dust, water and waste



- 3.1.29.1. Before moving Equipment onto the Site and Working Areas and commencing operations, the *Contractor* submits his proposed methods of construction which demonstrate the measures taken to avoid and or reduce any nuisance arising from dust, noise and vibration for acceptance by the *Project Manager*.
- 3.1.29.2. The *Contractor* notifies the *Supervisor* in writing of any elements of the *works* which are to be covered up. This notification is given not less than 24 (twenty four) hours prior to the proposed covering up.

## 3.2 Harbour Working

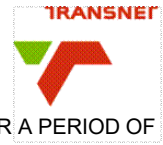
### 3.2.1 Use of Quays by Construction Craft

- 3.2.1.1. The *Contractor* will not have the exclusive use of any of the quays in the port for the full duration of the Contract. Requirements for berthing of vessels and floating plant will be arranged on an ad-hoc basis in consultation with the Harbour Master. This may mean that no single dedicated berth will be available. A vessel, or vessels, may be allocated berth-age for limited periods at a particular berth. However, the TNPA will endeavour to accommodate vessels in the most appropriate manner possible.

### 3.2.2 Provision of Buoys, Moorings and Fastenings

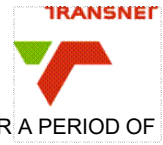
- 3.2.2.1. The *Contractor* may moor his floating plant within the limits of the harbour area, subject always to a 7 day notification period and the prior approval of the Harbour Master.
- 3.2.2.2. The *Contractor* shall provide, fix and maintain buoys, moorings, anchors and fastenings required by him for the execution of the Works or for effectively securing his floating plant. Before laying any anchors and moorings, a sketch plan of the proposed layout shall be submitted to the *Supervisor* for approval.
- 3.2.2.3. Details of the type and size of all anchors and moorings proposed shall be indicated on the sketch plan. The *Contractor* shall remove all anchors and moorings, when no longer required by him.
- 3.2.2.4. The *Contractor* shall provide at own expense, subject to the approval of the Harbour Master, such light buoys and beacons as may be necessary, to warn vessels of the existence of any portion of the Contract work, whether submerged or otherwise.
- 3.2.2.5. All water area, including anchor positions, used by the *Contractor's* floating plant will be considered part of the *Contractor's* Working Area.
- 3.2.2.6. Buoys, moorings, fastenings, markers, light buoys and beacons shall be provided at the sole risk of the *Contractor* and the *Contractor* shall be liable to Transnet and other persons affected for any expense arising there from, and for damages of whatever kind which may be caused thereby or thereto, or which may arise from the failure of the moorings or fastenings, the breaking adrift of the buoys, the removal of the beacons or their absence from positions where they should have been moored or fixed. The *Contractor* shall remove such buoys, markers, light buoys and beacons as the progress of the work requires, subject always to the approval of the Harbour Master.

### 3.2.3 Customs regulations and associated charges



- 3.2.3.1. The *works* are sited within a Customs Controlled Area. The *Contractor* and his staff shall observe all Customs Regulations within the harbour area.
- 3.2.3.2. The *Contractor* shall allow in his tendered rates for all customs and excise duties payable.
- 3.2.3.3. Harbour regulations and associated charges
- 3.2.3.4. The *works* are sited within a promulgated harbour area. The *Contractor* and his staff shall observe all Harbour Regulations within the harbour area. Copies of the Harbour Regulations are obtainable free of charge from the Harbour Master's office.
- 3.2.3.5. No port dues, light dues, berth dues, cargo dues and Vessel Tracking Services (VTS) charges will be raised by TNPA on any vessel chartered, or on any vessel that calls at the Port of Durban, for the sole purpose of transporting and off-loading materials, plant and spares for use on the Contract works.
- 3.2.3.6. Where a vessel calls at the Port to offload cargo, which includes materials, plant and spares for use in the Contract works, only the Contract items will be free of cargo dues. All other dues and charges for that vessel and its remaining cargo will be raised.
- 3.2.3.7. Claims lodged for waiving of these dues and charges will be submitted to the *Supervisor* for scrutiny and verification. The *Supervisor* shall forward the verified claim to the General Manager Trade & Logistics for processing of the claim.
- 3.2.3.8. The same conditions as stated above will apply at the end of the Contract when materials, plant and spares are shipped out of the Port.
- 3.2.3.9. All other charges as laid down in TNPA Tariff Book are payable.
- 3.2.3.10. TNPA will allow the *Contractor's* floating plant, craft etc. required for this Contract, to use the Port of Durban free of all port dues, light dues, berth dues, cargo dues and Vessel Tracking Services (VTS) charges for the duration of this Contract and for a period of 2 months after the completion of the whole of the *Works* or the date on which payment is certified for the demobilisation of the plant, whichever period is the shorter. All other charges as laid down in TNPA Tariff Book are payable.
- 3.2.3.11. The *Contractor* shall pay to TNPA all dues, fees and other charges as may be in force from time to time in connection with all floating plant, craft, etc, which may still be within the harbour limits, after the date as calculated above.
- 3.2.3.12. The *Contractor* shall make his own arrangements with the Harbour Master for berthing, fuelling and watering of any vessel or craft used by him for the Works. The *Contractor* shall make his own marine arrangements and no onus will be on TNPA in this connection. The availability and cost of the use of TNPA's craft shall be ascertained from the Marine Operations Manager.
- 3.2.3.13. Subject to the provisions above, the *Contractor* shall pay all prescribed dues and charges, including duties on plant and material and other items used in connection with this Contract, and all dues and charges payable by him for the use of any facilities of TNPA for the repair of any plant, craft, etc.

#### 3.2.4 Pilotage exemption certificate



3.2.4.1. The master of each craft required to navigate in the Port of Durban shall satisfy the Harbour Master as to his ability in this respect, hereafter he will be issued with a pilotage exemption certificate. All costs incurred will be for the *Contractor's* account.

### 3.2.5 Damage to *Contractor's* floating plant or craft, wrecks, derelict and insurance

3.2.5.1. If any tug, barge, boat or other vessel or plant in use or in the possession and control of the *Contractor* (or any other person employed on his behalf) be sunk or becomes derelict from any cause whatsoever within the limits of the jurisdiction of TNPA, the *Contractor* shall arrange for such to be raised or removed efficiently, at his own expense, and with all possible dispatch. Until the same has been raised or removed the *Contractor* shall set all such buoys and display at night such lights, and take all precautions for the safety of navigation as may be necessary or proper or required by the *Supervisor*.

3.2.5.2. In the event of the *Contractor* not carrying out these obligations, TNPA shall take such steps to remove such sunken or derelict craft or plant, and buoy and light the same, and the cost shall be deducted from any monies payable to the *Contractor*. The fact that the sunken craft or plant, being insured, has been declared a total or constructive loss or wreck, shall not absolve the *Contractor* from the obligation to ensure raising or removing the same, if instructed by the *Supervisor* to do so.

### 3.2.6 Certification by Marine Architect

3.2.6.1. All equipment/craft used for the works shall be certified appropriately by the Marine Architect, confirming that the said equipment/craft is suitable for use in the port and within the works.

## 3.3 Underwater Work

### 3.3.1 Diving Regulations

3.3.1.1. The *Contractor* shall comply with the diving regulations as set out in the Occupational Health and Safety Act, Act 85 (1993) or the latest revisions thereof, and shall make due allowance in his Tender Prices therefore.

### 3.3.2 Diving Operations

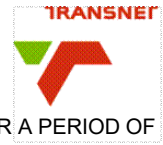
3.3.2.1. A diving permit shall be obtained from the Harbour Master who shall be given adequate notice of times when diving operations are to be commenced in order that shipping may be warned. Such permit shall be presented to the Harbour Master for cancellation on completion of diving. Whilst TNPA's pilot 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.

### 3.3.3 Safety of Diving Operations

3.3.3.1. 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.

3.3.3.2. The recognised signals are to be followed 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 *Supervisor*.

### 3.3.4 Checking of Underwater Work



- 3.3.4.1. The *Project Manager* will make use of its own or independent divers for checking underwater work when deemed necessary. The *Contractor* shall render every assistance in this regard and shall allow for providing such assistance in the pricing of the *Works*.

### 3.4 Completion, testing, commissioning and correction of Defects

#### 3.4.1 The work to be done by the Completion Date

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

Item of work	To be completed by
As built drawings of each phase	Within 2 days prior to Completion.
As built drawings of entire repair	Within 2 days prior to Completion.
Description of the system and Equipment detail	Within 2 days prior to Completion.
Complete set of layouts and engineering drawings	Within 2 days prior to Completion.
Certificates of Compliance, permission to install & concessions	Within 2 days prior to Completion.
Test and commissioning certificates and data sheets	Within 2 days prior to Completion.
Copy of the Technical Specification	At Handover

#### 3.4.2 The *Contractor* is permitted to carry out the following works after Completion:

None

#### 3.4.3 Use of the works before Completion has been certified will not form part of this contract

3.4.3.1. The Employer will not use part / parts of the Works before Completion is certified by the Project Manager.

#### 3.4.4 Materials facilities and samples for tests and inspections

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

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

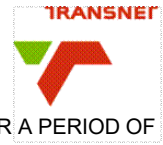
3.4.4.3. The *Employer* provides nothing.

#### 3.4.5 Testing and Commissioning

3.4.5.1. Testing and commissioning will be as per the Technical Specifications (**Annexure A1 and Annexure A2**).

#### 3.4.6 Take over procedures

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

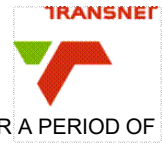


- 3.4.7 The *Contractor* provides the following assistance to the *Employer* as deemed necessary by the *Employer*, in terms of the contract.
- 3.4.8 The *Contractor* ensures that the documentation as described under paragraph 3.8 of the *Works Information* is presented to the *Project Manager* before Completion.
- 3.4.9 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the status of the completed *works* (to include Plant within the *works*) to present to the *Employer*.
- 3.4.10 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of at the earlier of take-over or Completion.
- 3.4.11 Where the *Contractor* has presented to the *Project Manager* at take-over, the *Contractor* modifies and updates As-built documents as necessary prior to Completion.
- 3.4.12 Access given by the *Employer* for correction of Defects
  - 3.4.12.1. Upon prior arrangement, the *Contractor* will be granted access to the North Bank Revetment to correct any defects.
- 3.4.13 The *Contractor* will be required to undertake certain procedures before such access can be granted this will include but not limited to:
  - 3.4.13.1. Safety requirements, develop method statement and risk assessment.
  - 3.4.13.2. Undergo TNPA inductions in order to obtain access permits.
  - 3.4.13.3. Obtain access permits from TNPA permit office and any applicable facility or the terminal.
- 3.4.14 The *Contractor* complies with the following constraints and procedures of the *Employer* where the *Project Manager* arranges access for the *Contractor* after Completion:
  - 3.4.14.1. Limited working space for available for the *Contractor* to perform defects corrections.
  - 3.4.14.2. *Contractor* shall be confined to the working times specified in paragraph 3.1.10.
- 3.4.15 Operational maintenance after Completion
  - 3.4.15.1. The *Contractor* performs no further operational maintenance in relation to the works after Completion.

## 4 Plant and Materials Standards and Workmanship

### 4.1 Investigation, Survey and Site Clearance

- 4.1.1. The *Contractor* will be responsible for the setting out of the works.
- 4.1.2. The *Contractor* validates the information provided by the *Project Manager* and records all existing and final levels on a survey drawing and presents this to the *Project Manager* for acceptance.
- 4.1.3. Prior to commencing the works the *Contractor* records any defects or inaccuracies related to the existing revetment and presents this record to the *Project Manager* for acceptance. Only items recorded in this manner will be accepted as having pre-existed the *works* and the remedying of all other damage will be the *Contractor's* responsibility and for his cost.

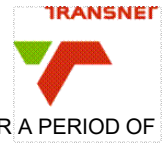


## 4.2 Workmanship

- 4.2.1 The *Contractor* shall ensure that all sub-*Contractors* have obtained a copy of the Works Information requirements and that the sub-*Contractors* have thoroughly familiarised themselves with the contents of the Works Information. The *Contractor* shall also ensure that all sub-*Contractors* are suitably qualified and experienced to carry out the work for which they have been sub-contracted.
- 4.2.2 The *Project Manager* may, at his discretion, require a Quality Audit of Sub-*Contractor* (s) to ensure that the sub-*Contractor*(s) have the necessary management, facilities, skilled staff and quality control facilities to provide the Works to ensure compliance with the Works Information.

## 4.3 Civil Engineering and Structural Works

- 4.3.1 Where the SANS 1200 series of Specifications are used within the Works Information, the following interpretations and meanings shall apply:
- 4.3.2 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in the *Works Information* and the conditions of contract, the conditions of contract take precedence within the ECC contract.
- 4.3.3 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this paragraph 4.3 of the *Employer's Works Information* and specific statements contained elsewhere in C3.1 *Employer's Works Information*, the specific statements contained elsewhere shall prevail, without prejudice to the Project Manager's express duty to resolve any ambiguity or inconsistency in the *Works Information* under ECC Clause 17.1.
- 4.3.4 Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:
- Where the word or expression "Employer" is used, read "*Employer*";
- Where the word or expression "*Contractor*" is used, read "*Contractor*";
- Where the word or expression "Engineer" is used, read "*Project Manager*" or "Supervisor" as the context requires;
- Where the word or expression "schedule of quantities" is used, this is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein);
- 4.3.5 Within SANS 1200 A: GENERAL 2.3 DEFINITIONS, the following apply:
- "Acceptable. Approved (Approval)" is interpreted as either a *Project Manager* or a *Supervisor* communication or instruction in relation to Works Information compliance, consistent with the *conditions of contract* as the context requires;
- "Adequate" is deleted. The *Project Manager* notifies the *Contractor* where the *Contractor* has not complied with the *Works Information*;



"Measurement and payment" and the further definitions contained within 6.3 c) are deleted. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein);

4.3.6 Within SANS 1200 A: GENERAL 2.6 APPROVAL, the following applies:

"Approval" by either the *Project Manager* and/or the *Supervisor* is without prejudice to ECC Clause 14.1 and, inter alia, ECC Clauses 13.1, 14.3 and 27.1.

4.3.7 SANS 1200 A: GENERAL 2.8 ITEMS IN SCHEDULE OF QUANTITIES, is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein).

4.3.8 SANS 1200 A: GENERAL 3.2 STRUCTURES AND NATURAL MATERIAL ON SITE, applies only to the extent that it is consistent with paragraph 3.1.6 of C3.1 *Employer's Works Information*.

4.3.9 Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:

Where the word or expression "Plant" is used, read "Equipment".

4.3.10 SANS 1200 A: GENERAL 7.2 CONTRACTOR'S OFFICES, STORES AND SERVICES, applies but the *Project Manager* resolves any inconsistency with statements included within paragraph 3.1.12 of C3.1 *Employer's Works Information*.

4.3.11 SANS 1200 A: GENERAL 3.1 SURVEY, applies only to the extent that it is consistent with paragraph 3.1.14 of C3.1 *Employer's Works Information*.

4.3.12 Within SANS 1200 A: GENERAL 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS, the following applies:

Where the word or expression "specification" is used, read "Works Information".

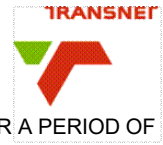
4.3.13 SANS 1200 A: GENERAL 3.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES applies only to the extent that it is consistent with the specific statements made elsewhere in C3.1 *Employer's Works Information* and in any case and at all times consistent with the *conditions of contract*.

4.3.14 Within SANS 1200 A: GENERAL 5 TESTING, the following applies:

Where the word or expression "Engineer" is used, read "*Supervisor*".

4.3.15 SANS 1200 A: GENERAL 8 MEASUREMENT AND PAYMENT, is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein).

4.3.16 The principles, meanings and interpretation stated and established within paragraphs 6.3.1 to 6.3.15 with respect to SANS 1200 series and to SANS 1200 A: GENERAL equally apply to the other SANS 1200 specification references [state particulars of SANS 1200 used ] used within this paragraph 6.3 of C3.1 *Employer's Works Information*.



## 4.4 Standardised Specifications

4.4.1 The latest edition of the Standardised Specification SANS 1200, including all references, is applicable to this contract. The following, not necessarily comprehensive, list of specifications are referred to in the Works Information:

- a) SANS 1200 A: PSA: General
- b) SANS 1200 C: PSC: Site Clearance
- c) SANS 1200 D: PSD: Earthwork

4.4.2 The term “project specification” must be replaced by the term “scope of work” wherever it appears in these standardised specifications. Should any requirements of this Works Information conflict with the requirements of the Standardised Specification, the requirements of this *Works Information* prevails.

## 4.5 Particular Specifications

4.5.1. Refer to the following Annexures to this *Works Information*:

- a) Annexure A – Technical Specification – Scour Protection and Revetments
  - o Annexure A1 – Generic Specifications – Rock for Revetment Slopes
  - o Annexure A2 – Particular Specifications – North Bank Revetment
- b) Annexure B – Transnet National Ports Authority Health and Safety Specifications
- c) Annexure C – Transnet National Ports Authority Standard Environmental Specifications
- d) Annexure D – Subtech Survey Report SUR17-267C Rev00
- e) Annexure E – Drawings

# 5 List Of Drawings

## 5.1 Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

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

Drawing number	Revision	Title
385/B/300/01	REV ZZ	North Bank Revetment Plan
385/B/300/02	REV ZZ	North Bank Revetment Sections Sheet 1 of 2
385/B/300/03	REV ZZ	North Bank Revetment Sections Sheet 2 of 2

## SECTION 2

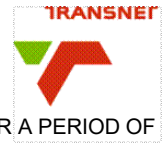
### 6 Management and start up

#### 6.1 Management meetings

- 6.1.1 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 proactively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.
- 6.1.2 Regular meetings of a general nature may be convened and chaired by the *Project Manager* as follows:

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

- 6.1.3 Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the works. Records of these meetings are to be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.
- 6.1.4 All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the conditions of contract to carry out such actions or instructions.
- 6.1.5 The *Contractor* attends management meetings at the *Project Manager's* request as set out in the table above. At these meetings the *Contractor* presents all relevant data including safety, health and environmental issues, progress reports, quality plans, Sub-*Contractor* management reports, as may be required.
- 6.1.6 Due to the current COVID-19 global pandemic, the *Contractor* must have the necessary equipment and software to conduct any of the above meetings virtually through the use of Microsoft Teams.



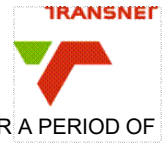
## 6.2 Documentation Control

- 6.2.1 In undertaking the '*Works*' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the '*Contractor* Documentation Submittal Requirements' Standard included in Annexure 1 (refer DOC--STD-0001).
- 6.2.2 The *Contractor* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation.
- 6.2.3 All documentation requirements for the works will be dealt with in accordance with TNPA document system extracted from the Standard Project Protocol document (SPP).
- 6.2.4 The Head of Documentation Control shall be the Management Representative for Quality (MRQ). The Document Controller shall provide assurance that all project related documents shall be fully controlled.
- 6.2.5 All project related incoming and outgoing e-mails, faxes, letters, documents and drawings shall be copied to the Document Controller and *Project Manager*. The Document Controller shall allocate a reference and sequence number, and file the documents electronically within 48 hours of receipt.
- 6.2.6 Drawings shall be issued as per *Project Manager's* requirements to Documentation Control. Document Controller shall register drawings and issue with an electronic document transmittal.
- 6.2.7 All project related incoming and outgoing correspondence (internal Origin) shall be sent to Documentation Control for date stamping and distribution as per the *Project Manager's* and/or *Supervisor's* requirements. This shall exclude e-mails.
- 6.2.8 All incoming documents (external origin) shall be forwarded to the Documentation Control for scanning, filing, including reference, sequential number allocation and registration.
- 6.2.9 Outgoing documents of external origin shall be forwarded to the Documentation Control with the Request Instruction Forms. The Document Controller shall register the documents and issue a transmittal note.

## 6.3 Safety risk management

- 6.3.1 The *Contractor* complies with the following SMP:

All health and safety matters associated with the *works* will be dealt with in accordance with Occupational Health & Safety Act, 1993 (Act No. 85 of 1993) and the Transnet National Ports Authority Health and Safety Specifications contained in **Annexure B** to this *Works Information*.
- 6.3.2 COVID-19 Occupational Health and Safety measures in workplace
  - 6.3.2.1 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.



6.3.2.2 The Transnet National Ports Authority COVID-19 related guidelines and procedures that the *Contractor* is required to abide by at all time, are contained in the following sections of Annexure B:

- a) Annexure B4 – COVID-19 Post-lockdown Construction Site H&S Guidelines
- b) Annexure B5 – Protocol for COVID Positive Cases
- c) Annexure B6 – Cleaning and Disinfection Procedure
- d) Annexure B7 – Handwashing Procedure
- e) Annexure B8 – Site Meeting Procedure

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

6.3.4 The *Contractor* must prepare and submit the Occupational Health & Safety file to the *Project Manager* for acceptance. The Safety file will then be submitted to the TNPA Legal & Compliance Department for approval before start of the works.

6.3.5 Further to clause 2.3.1, pre-employment medical examinations as well as exit medicals will be required and must further include for chest X-rays. These medical examinations must be carried out by a registered Occupational Health practitioner. All costs associated will be for the *Contractor's* account.

6.3.6 The *Contractor* ensures that its Sub-*Contractors* comply with the CHSMP and relevant statutory requirements of the Occupational Health & Safety Act, 1993 (Act No. 85 of 1993).

6.3.7 The *Contractor* performs the *works* having due regard to the HSSP.

6.3.8 The *Contractor* complies with the requirements of the SSRC with respect to his own activities and others on the Site and Working Areas.

6.3.9 The *Contractor* makes the SMP available to its employees and Sub*Contractors* in the *language of this contract* and other local languages as required.

6.3.10 The *Contractor* participates in a HAZOP upon the instruction and direction of the *Project Manager*.

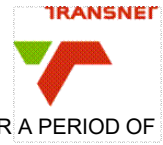
6.3.11 The *Contractor* completes a JSA prior to carrying out any operation on the Site and/or Working Area to the approval of the *Project Manager* or *Supervisor* on site.

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

6.3.13 The CM is responsible (in the context of the SMP only) for health and safety on the Site and Working Areas and reports to the *Project Manager*.

6.3.14 The CM specific tasks (in the context of the SMP) are:

- a) Implement the *Employers* safety management system.
- b) Monitor *Contractor's* compliance to the CHSMP.
- c) Ensure risk is at an acceptable level.
- d) Ensure the *Contractor's* workforce and Construction Management Team is competent.



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

6.3.16 The PSSM specific tasks are:

- a) Ensure that the overall project safety requirements are complied with.
- b) Provide guidance on safety related issues arising during the execution of the project.

## 6.4 Environmental constraints and management

6.4.1 The *Contractor* complies with the following CEMP:

The *Contractor* performs the works and all construction activities within the Site and Working Areas in accordance with the provisions of the environmental management plan guidelines as contained in **Annexure B** and also in accordance with the TNPA Standard Environmental Specifications as contained in **Annexure C** to this Works Information.

6.4.2 The *Contractor* performs the *works* and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as more particularly described within the SES and PES.

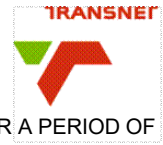
6.4.3 The SES describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the *Contractor* observes and complies.

6.4.4 The PES describes more particularly the environmental standards applicable to the works, the Site and the Working Areas and sets out variance (including additions) to the SES. The PES may require higher minimal standards than those described in the SES as may be required by the *Project Manager* or Others.

6.4.5 The overarching obligations of the *Contractor* under the CEMP before construction activities commence on the Site and/or Working Areas is to provide an environmental method statement for a particular construction operation at the Site and/or Working Area by the *Contractor* and where requested by the CM and to comply with the following:

6.4.6 Where relevant, method statements, as detailed in the SES and PES, shall be provided by the *Contractor*. These include, but are not limited to, the following where applicable:

- Establishment of construction lay down area
- Hazardous and non-hazardous solid waste management
- Storm water management
- Contaminated water management
- Prevention of marine pollution
- Hydrocarbon spills
- Diesel tanks and refuelling procedures
- Dust control
- Spoil dumping
- Sourcing, excavating, transporting and dumping of fill material
- Noise and vibration control
- Removal of rare, endemic or endangered species
- Removal and stockpiling of topsoil



- Rodent and pest control
- Environmental awareness training
- Site division
- Emergency procedures for environmental incidents
- *Contractor's* SHE Officer
- Closure of construction laydown area

6.4.7 The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the Induction Programme prior to commencing any work on Site. If new personnel commence work on the Site during construction, the *Contractor* shall ensure that these personnel undergo the Induction Programme and are made aware of the environmental specifications on Site.

6.4.8 Where applicable, the *Contractor* ensures that he appoints a suitably qualified Sub*Contractor*, to be approved by the *Project Manager*, to undertake the "Removal of rare, endemic or endangered species". This appointment must be completed at least three weeks before commencement of any other work on Site.

6.4.9 The Protection of the Environment shall be signed and submitted to the CM within 14 days after the Contract Date.

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*.

6.4.10 The plant search and rescue (if applicable) must be undertaken and completed prior to any Site clearance or any other construction activity that may damage the vegetation can commence on Site.

6.4.11 The *Contractor* must appoint a sufficient number of named assistants to the CSHEO to monitor environmental issues e.g. litter, spills, illegal activities, fence patrol, dust etc. These appointments, along with details of the individuals being appointed and job descriptions, must be sent to the *Project Manager* for his approval.

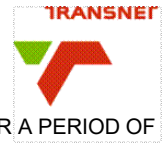
6.4.12 During the construction period, the *Contractor* complies with the following:

6.4.12.1 A copy of the SES, and the relevant PES shall be available on Site, and the *Contractor* shall ensure that all the personnel on Site (including Sub*Contractors* and their staff) as well as suppliers are familiar with and understand the specifications contained in the SES (as amended by the PES).

6.4.12.2 Method statements that are required during construction must be submitted to the *Project Manager* for approval at least 20 days prior to the proposed commencement of the activity. Emergency construction activity method statements may also be required. The activities requiring method statements cannot commence if they have not been approved by the *Project Manager*.

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

6.4.12.4 The *Contractor* shall ensure that any Materials delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, no go areas, speed limits, noise, etc) required by the CEMP before they arrive at Site and off load any Materials.



6.4.12.5 The *Contractor* shall be responsible for rehabilitating and re-vegetating all areas to the satisfaction of the *Project Manager* as detailed in the SES and PES.

6.4.12.6 The list below is a list of some of the other issues that the *Contractor* must ensure he has planned for to meet the requirements of the environmental specifications. It is not a comprehensive list but serves as a guide:

- a) Workshop and maintenance of plant
- b) Protection of historical and archaeological artefacts

6.4.12.7 The *Contractor* shall clear and clean the Site and Working Areas and ensure that everything not forming part of the *works* is removed from the Site and Working Areas and that all rehabilitation has taken place in accordance with the PES. An Environmental Closure Certificate from Environmental Department and include has been issued by the SHEC and signed off by the *Project Manager*.

6.4.12.8 The *Contractor* complies with environmental inspections and audits which will be conducted by TNPA environmental officers during the execution of the project, detailed requirements of the audits to be agreed with the successful tenderer after award.

6.4.12.9 The *Contractor* makes copies of the CEMP, SES and PES available at the offices of the *Contractor* on Site. The *Contractor* ensures that all personnel on Site (including SubContractors) are familiar with and understand the requirements of the CEMP.

6.4.13 The *Contractor* complies with the following SES:

6.4.13.1. The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of his activities and then prepare separate method statements describing how each of those impacts will be prevented or managed so that the standards set out in this document are achieved. These method statements will be prepared in accordance with the requirements set out in the CEMP.

6.4.13.2. To ensure that environmental issues are taken into account in the establishment of the Site offices and all other facilities on Site.

#### 6.4.14 **Scope**

The standard applies to all activities relating to the planning of the Site, Site establishment, and operation of the Site and closure of the Site.

#### 6.4.15 **Site plan**

The *Contractor* shall establish his construction camps, offices, workshops, staff accommodation and any other facilities on the Site and Working Areas in a manner that does not adversely affect the environment. However, before construction can begin, the *Contractor* shall submit to the *Project Manager* for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the *Contractor* proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The Site offices should not be sited in close proximity to steep areas. It is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. Regardless of the chosen Site, the *Contractor's* intended mitigation measures shall be indicated on the plan.



#### 6.4.16 Sewage

Particular reference in the Site establishment plan shall be given to the treatment of sewage generated at the site offices and staff accommodation and at all localities on the Site where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of the CM.

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak-away, dry-composting toilets such as “enviro loos”, or the use of chemical toilets which are supplied and maintained by a Sub-Contractor. The type of sewage treatment will depend on the location of the Site and the surrounding land uses, the duration of the contract and proximity (availability) of providers of chemical toilets. Should a soak-away system be used, it shall not be closer than 800 metres from any natural watercourse or water retention system. The waste material generated from these facilities shall be serviced on a regular basis.

Toilets and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on the works. Use of the veld shall not, under any circumstances, be allowed.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from blowing over. The toilets shall also be placed outside areas susceptible to flooding. The Contractor shall arrange for regular emptying of toilets and shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Project Manager.

#### 6.4.17 Effluent Management

All effluent water from the camp / office Sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams, bays etc.). Only domestic type wastewater shall be allowed to enter this drain.

#### 6.4.18 Waste Management Objective

To ensure that all waste generated during construction and commissioning of the facilities is properly disposed of.

Examples of typical construction waste which, could be expected on the Site are indicated in the following table:

**TABLE 2: EXAMPLE OF CONSTRUCTION WASTE CLASSIFICATION**

WASTE	CLASSIFICATION	
	HAZARDOUS	NON-HAZARDOUS
Clean soil		X
Construction debris contaminated by oil or organic compounds	X	
Empty drums (depends on prior use)	X	X
Empty paint and coating containers		X
Waste paint and/or solvent	X	
Waste oil	X	
Phenolic waste	X	



Waste concrete		X
Rubble (not contaminated by oil or organic compounds)		X
Waste containing appreciable properties of fibrous asbestos	X	
Sewerage sludge	X	
Scrap metal		X
Explosive waste	X	
Waste timber		X
Waste Cable		X
PCB waste	X	
Waste plastic		X
Aerosol containers	X	
Batteries, light bulbs, circuit boards, etc.	X	X
Domestic waste		X

### Scope

The standard applies to all construction, commissioning and Site activities that may lead to the generation of waste.

### Approach

Waste is grouped into general or hazardous, depending on its characteristics. The classification determines handling methods and the ultimate disposal of the Material.

General waste to be expected during construction includes the following:

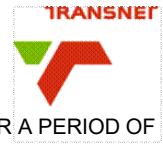
- Trash (waste paper, plastics, cardboard, etc.) and food waste from offices, warehouses and construction personnel.
- Uncontaminated construction debris such as used wood and scrap metal.
- Uncontaminated soil and non-hazardous rubble from excavation or demolition.

Hazardous waste is waste, which has the potential, even in low concentrations, to have a significant adverse effect on public health and/or the environment. This would be on account of its inherent chemical and physical characteristics, such as toxic, ignitable, corrosive, carcinogenic or other property.

#### 6.4.19 Waste avoidance and minimisation

A ladder approach to waste management is encouraged. Waste should preferably be managed in the following order:

- Prevent: by waste avoidance and minimisation during production
- Recycle: waste recycling, recovery and utilisation
- Treat: waste treatment in order to reduce toxicity and to minimise the quantities of waste
- Disposal: waste disposal, probably by incineration, destruction or landfill



#### 6.4.20 Waste Management

The *Contractor* is responsible for the removal from Site of all waste generated through the *Contractor's* activities. The *Contractor* shall ensure that all waste is removed to appropriate licensed waste management facilities.

- a) The *Contractor* shall take note that the waste removal in the Port boundaries can only be performed by TNPA licensed waste disposal companies (a list of licensed companies are available from TNPA on request).
- b) The classification of waste determines handling methods and the ultimate disposal of the Material. The *Contractor* shall manage hazardous wastes that are anticipated to be generated by his operations as follows:
  - c) Characterise the waste to decide if it is general or hazardous
  - d) Obtain and provide an acceptable container with label
  - e) Place hazardous waste material in container
  - f) Inspect the container on a regular basis as prescribed by the *Contractor's* waste environment management plan
  - g) Track the accumulation time for the waste
  - h) Haul the full container to the disposal Site
  - i) Provide documentary evidence of proper disposal of the waste

The EO will work in conjunction with the *Contractor's* construction safety and industrial hygiene personnel to create a *Contractor's* Hazardous Materials Management Program. This program will establish the necessary protocol for proper handling and removal of hazardous Materials on the Site.

Information on each hazardous substance will be available to all persons on Site with the EO. Training and education about the proper use, handling, and disposal of the material will be available to all workers who will be handling the Material.

The EO must be informed of all activities that involve the use of hazardous substances to facilitate prompt response in the event of a spill or release.

The *Contractor* shall manage NON-HAZARDOUS / GENERAL WASTE that are anticipated to be generated by operations as follows:

- a) Determine if waste is non-hazardous and obtain containers for waste storage
- b) Notify waste hauler when container is full so that it can be removed and replaced with an empty

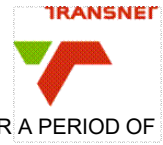
On the project, however, waste generating entities are directed to control the generation of non-hazardous waste by:

- a) Eliminating waste generation or reducing the total volume
- b) Reducing the degree of contamination of waste generated
- c) Reclaiming materials otherwise considered waste

The *Contractor* shall therefore recycle NON-HAZARDOUS / GENERAL WASTE that are anticipated to be generated by its operations as follows:

Obtain and label recycling containers for:

- a) Office Waste



- b) Aluminium and steel cans
- c) Glass Bottles
- d) Scrap Metals
- e) Waste Timber
- f) And locate them within temporary office building and trailers
- g) Establish recycled material collection schedule
- h) Arrange for full bins to be hauled away

Spent batteries, circuit boards, and bulbs, while non-hazardous, require special collection and handling.

#### 6.4.21 **Vehicle and Equipment Refuelling Objective**

To eliminate / control fuel and oil spillage at refuelling facilities

##### **Scope**

The standard applies to all refuelling, lubrication and oil changing requirements on all vehicles and machinery.

##### **Refuelling**

Engine driven compressors, pumps, air conditioners, and arc welders can have small leaks (usually oil) that can accumulate to become spills, which require clean up. These leaks become more evident if the equipment remains in the same place for an extended period of time. Damaged fuel tanks, fuel hoses, and fuel pumps can be sources of significant fuel leaks. Hydraulic systems can blow gaskets or hoses resulting in large quantities of hydraulic fluid spilled to the ground and under lock and key arrangements.

##### **Control**

No vehicles or machines shall be serviced or refuelled on Site except at designated servicing or refuelling locations, no oil or lubricant changes shall be made except at designate locations, or in case of breakdown or emergency repair.

The *Contractor* shall store fuel and oil at a secure area, which shall be bunded and designed with a liner or paved surface to prevent spillage from entering the ground.

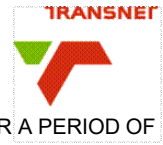
The *Contractor* shall provide details of its proposed fuel storage and fuelling facility to the EO for approval, the design shall comply with the regulations of the Water Act (Act 36 of 1998), the Hazardous Substances Act (Act 15 of 1973), and the Environment Conservation Act (Act 73 of 1989).

#### 6.4.22 **Spill Response**

The *Contractor* shall comply with the regulations of the Water Act (Act 36 of 1998), the *Hazardous Substances Act* (Act 115 of 1973), and the *Environment Conservation Act* (Act 73 of 1989).

The *Contractor* shall provide details for approval of its spill response plan in the event of any spills of fuel, oils, solvents, paints or other hazardous Materials. The plan will show measures to be taken to remove contaminated soils from Site and demonstrate complete removal of contamination.

The *Contractor* shall instruct construction personnel on the following spill prevention and containment responsibilities:



- a) Repair all leaks of hydrocarbons or chemicals as soon as possible
- b) Take all reasonable means to prevent spills or leaks
- c) Do not allow sumps receiving oil or oily water to overflow
- d) Prevent storm water run-off from contamination by leaking or spilled drums of oil or chemicals
- e) Do not discharge oil or contaminants into storm sewer system

If a spill to land occurs, the *Contractor* is responsible for:

- f) Immediate action to stop or reduce the spill and contain it
- g) Actions necessary to prevent the spill from contaminating groundwater or off Site surface water
- h) Disposal of contaminated Material to location designated thereto
- i) Any spill to water has the potential to disperse quickly; therefore, the spill must be contained immediately using appropriate containment Equipment.

If a spill to water occurs, the *Contractor* is responsible for:

- j) Immediate action to stop or reduce the spill and contain it
- k) Notifying the appropriate on-Site authorities
- l) Actions necessary to prevent the spread of the contamination by deploying booms and/or absorbent Material
- m) Proper disposal of spilled Material

#### 6.4.23 **Spray Painting and Sandblasting**

##### **Objective**

To ensure that all spray painting and sandblasting on Site is done in a controlled manner where appropriate measures are taken to prevent paint contamination of the soil and to ensure that sandblasting grit/media is properly disposed of.

##### **Scope**

All spray painting and sandblasting on Site.

##### **Spray Painting and Sandblasting**

Spray painting and sandblasting should be kept to a minimum. All painting should as far as practicable be done before Equipment and Material is brought on Site. Touch up painting is to be done by hand painting or by an approved procedure. A method statement shall be submitted to the SHEC for approval.

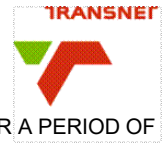
The *Contractor* will inform the EO of when and where spray painting or sandblasting is to be carried out prior to commencement of work. The EO will monitor these activities to ensure that adequate measures are taken to prevent contamination of the soil.

**NB:** If the area is in confined or high areas then a protection plan is to be issued for approval.

#### 6.4.24 **Dust Management**

##### **Objective**

The *Contractor* (associated with activities such as earthworks, geotechnical surveys, piling, storm water drainage, construction of roads and railways, foundations, brick building, operating



workshops, fencing, erecting construction camps, and batch plant activities, etc.) shall submit a dust control plan for approval by the EO.

### **Scope**

Control of dust on the construction Site and access roads

### **Dust Management**

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

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

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

These dust-mitigating procedures include the following:

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

Environmentally friendly soil stabilisers may be used as additional measures to control dust on gravel road and construction area

- e) Dust suppression measures will also apply to inactive construction areas. (An inactive construction Site is one on which construction will not occur for a month or more.)
- f) Construction Material being transported by trucks must be suitable moistened or covered to prevent dust generation.
- g) Strip and store topsoil in separate stockpiles with mounds not exceeding 2m in height to, among other things, to prevent wind-blown dust.
- h) Minimise disturbance of natural vegetation during right-of-way construction (e.g. transmission lines and erection of fences) to reduce potential erosion, run-off, and air-borne dust.
- i) Implement a system of reporting excessive dust conditions by construction personnel (as instructed through Environmental Awareness Training).

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

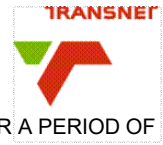
## **6.4.25 Storm Water and Dewatering Management**

### **Objective**

To ensure that storm water and dewatering drainage across the Site occurs in a manner that will negate contamination by oils, fuels, litter and other waste and that will prevent erosion of the construction terrace.

### **Scope**

All dewatering activities



### **Storm Water and Dewatering Management**

Water is a valuable resource in the area. Both the quality and quantity of water used by the *Contractor* should be considered in making resource conservation plans.

Potential construction phase impacts on surface water and groundwater are associated with construction are run-off and percolation, dewatering activities, and miscellaneous liquid wastes associated with construction activities.

In general, construction activities may affect water quality and/or quantity of ground water and/or surface water of the area.

The *Contractor* shall be aware that, apart from run-off from overburden emplacements and stock piles, storm water can also be contaminated from batch plants, workshops, vehicle wash-down pads, etc., and that contaminants during construction can include hydrocarbons from fuels and lubricants, sewerage from Employee ablutions, even excess fertiliser from rehabilitation areas, etc.

The *Contractor* shall take cognisance of the fact that discharges to controlled waters such as the sea, rivers, or groundwater or to sewerage systems are controlled under the South African Water Legislation.

#### **6.4.26 Wastewater**

Liquid wastes including used solvents, used lubricating oils, chemical flushing agents, spill clean-up wastes, painting wastes, and concrete mixing drum washings, etc., have the potential to affect surface water and groundwater quality.

##### **General**

- a) Temporary drainage must be established on Site during the construction period and until permanent drainage is in place. *Contractors* are responsible for maintaining the temporary drainage in their areas. The *Contractor's* must provide secondary drainage that prevents erosion
- b) The *Contractor* must effect good housekeeping in their areas to prevent contamination of drainage water
- c) The *Contractor* shall clear stagnant water, Specific water Management measures (surface and groundwater) for incorporation by the *Contractor* in the CEMP include the following:
- d) The *Contractor* shall ensure that no contaminated surface water shall flow off Site as a result of *Contractor* operations. Silt traps shall be constructed to ensure retention of silt on site and cut-off ditches shall be constructed to ensure no run-off from the SITE except at points where silt traps are provided.
- e) Limiting construction traffic and/or avoidance thereof on access roads and areas to be graded to the extent feasible at drainage ditches.

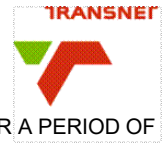
#### **6.4.27 Rehabilitation**

##### **Objective**

To ensure that all areas affected by the project are appropriately rehabilitated and revegetated in a manner congruent with the surrounding biophysical environment. The prevention of the spread of alien invasive species.

##### **Scope**

All areas affected by the project including laydown areas.



### **Rehabilitation**

The *Contractor* shall rehabilitate their laydown area upon Completion of work on Site. A rehabilitation plan will be submitted to the EO for approval at least six weeks before Completion. The following are critical issues to be included in that rehabilitation plan:

- a) Details of soil preparation procedures including proposed fertilisers or other chemicals being considered for use.
- b) A list of the plant species that will be used in the rehabilitation process. Note that these should all be indigenous species, and preferably species that are endemic to the area. The assistance of an appropriately qualified botanist should be sought in developing this list.
- c) Procedures for watering the planted areas (frequency of watering, methodology proposed).
- d) An indication of the monitoring procedures that will be put in place to ensure the successful establishment of the plants (duration and frequency of monitoring, proposed criteria for declaring the rehabilitation successful).
- e) Procedures for the prevention of the establishment and spread of alien invasive species.

#### **6.4.28 Noise Management**

##### **Objective**

To maintain construction noise at the Site within required limits.

##### **Scope**

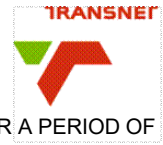
Construction noise at the construction Site.

##### **Noise Management**

- a) Keep all Equipment in good working order
- b) Operate Equipment within its specification and capacity and don't overload machines
- c) Apply regular Maintenance, particularly with regards to lubrication
- d) Operate Equipment with appropriate noise abatement accessories, such as sound hoods

Noise control measures for incorporation by the *Contractor* in its noise control plan shall include the following:

- a) Ensure that the potential noise source will conform to the South African Bureau of Standards recommended code of practice, *SABS Code 0103:1983*, so that it will not produce excessive or undesirable noise when it is released.
- b) All the *Contractor's* Equipment shall be fitted with effective exhaust silencers and shall comply with the South African Bureau of Standards recommended code of practice, *SABS Code 0103:1983*, for construction plant noise generation.
- c) All the *Contractor's* vehicles shall be fitted with effective exhaust silencers and shall comply with *Road Traffic Act* (Act 29 of 1989) when any such vehicle is operated on a public road.
- d) If on Site noise control is not effective, protect the victims of noise (e.g. ear-plugs) by ensuring that all noise-related occupational health provisions are met. (*Occupational Health and Safety Act* (Act 85 of 1993).
- e) Normal machine working hours will be 06:00 – 22:00 Monday to Saturday. Outside these hours machine operations will be subject to approval. This does not define shift hours



#### 6.4.29 **Protection of heritage resources**

##### **Objective**

To ensure the protection of archaeological, historical artefacts, or heritage resources discovered during construction activities.

##### **Scope**

Archaeological, historical artefacts or heritage resources discovered on or near the Site.

##### ***Archaeological Sites***

If an artefact on Site is uncovered, work in the immediate vicinity shall be stopped immediately. The *Contractor* shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the engineer of such discovery. The South African Heritage Resources Agency is to be contacted who will appoint an archaeological consultant. The work may only resume once clearance is given in writing by the archaeologist.

Discovery of an item of historical value or stopping the works would fall under compensation events 60.1(4) and/or (7), despite the manner in which the Works Information is written here.

#### 6.4.30 **Fire prevention**

##### **Objective**

To minimise the risk of uncontrolled fires.

##### **Scope**

All activities on or near the Site that could initiate an uncontrolled fire.

##### **Fire control**

Fires shall only be allowed in facilities or Equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office Sites. All conditions incorporated in the requirements of the Occupational Health and Safety Act shall also be implemented.

#### 6.4.31 **Supply of water for human use**

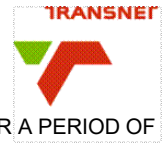
##### **Objective**

To ensure that there is an adequate, safe water supply for all personnel on Site.

##### **Scope**

Managing the water supply on Site and controlling the abstraction of water from natural resources in the area.

##### **Provision of drinking water**



Water for human consumption shall be available at the Site offices and at other convenient locations on site. The generally acceptable standard is that a supply of drinking water shall be available within 200m of any point on the construction Site.

#### 6.4.32 **Environmental Awareness Training**

An Environmental Awareness Program is considered a necessary part of the Construction Environmental Management Plan for the Project. Training of the appropriate construction personnel will help ensure that all environmental regulations and requirements are followed to be defined in the relevant Method Statement to be prepared by the *Contractor*.

Objectives of environmental awareness training are:

- a) Environmental Management – protecting the environment from the effects of construction by making personnel aware of sensitive environmental resources
- b) Regulatory compliance – complying with requirements contained in project – specific permit conditions, also complying with requirements in regional and local regulations
- c) Problem recognition and communication – training personnel to recognise potential environmental problems, i.e. spills, and communicate the problem to the proper person for solution
- d) Liability control - non-compliance with regulatory requirements can lead to personal and corporate liability.

All individuals on the project construction site will need to have a minimum awareness of environmental requirements and responsibilities. However, not all need to have the same degree of awareness. The required degree of knowledge is greatest for personnel in the Safety, Health, and Environmental Sections and the least for the manual personnel.

The *Contractor* shall keep a record of all the environmental related training of the personnel.

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

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

6.4.35 The ProjEM specific tasks are:

- a) Ensuring that the *Contractor* complies with the CEMP and acts on behalf of the Project Manager

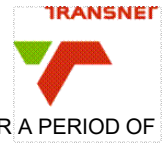
6.4.36 The Construction Manager (CM) is responsible (in the context of the CEMP only) for environmental management on the Site and Working Areas and reports to the *Project Manager*. The CM acts on behalf of the *Project Manager*.

6.4.37 The CM specific tasks (in the context of the CEMP) are:

- a) Implementing the Employer's CEMP.
- b) Monitor *Contractor's* compliance to the CEMP.

6.4.38 The Environmental Officer (EO) is responsible for conducting day-to-day tasks required to ensure the CEMP is correctly implemented at the Site and Working Areas. The EO reports to the SHEC and the ProjEM

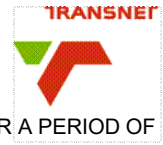
6.4.39 The EO specific tasks are:



- a) Conducts the day-to-day tasks to ensure that the *Contractor* complies with the CEMP and acts on behalf of the Project Manager.
- 6.4.40 The CSHEO submits daily, weekly and monthly checklists [state what type of checks and in what format] to the SHEC. The role of the CSHEO is stated under paragraph 6.7 of the Works Information.
- 6.4.41 The *Contractor* complies with the CEMP, SES and PES. The *Contractor* abides by the instructions of the *Project Manager* regarding the implementation of the CEMP.

## 6.5 Quality assurance requirements

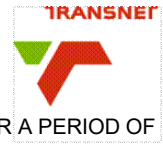
- 6.5.1 The *Contractor* shall have, maintain and demonstrate its use to the *Project Manager* (and/or the *Supervisor* to satisfy the requirements of paragraphs 7.4, 7.5, 3.2.1 and 3.2.8 as appropriate) the documented Quality Management System to be used in the performance of the *works*. The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).
- 6.5.2 The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC Clause 31.2 to include details of:
- Quality Plan for the contract;
  - Quality Policy
  - Index of Procedures to be used; and
  - A schedule of internal and external audits during the contract
- 6.5.3 The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.
- 6.5.4 The *Project Manager* indicates those documents required to be submitted for either information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the *Project Manager* responding to documents submitted by the *Contractor* for review or acceptance within the *period for reply* prior to such documents being used by the *Contractor*.
- 6.5.5 The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the *Works Information*.
- 6.5.6 The Procedures means the *Contractor's* systems for management of:
- a) Documentation Control
  - b) Design Control
  - c) Procurement
- 6.5.7 The Inspection and testing means:
- a) Quality Control Plans
  - b) Inspection Points
  - c) Schedule of Inspections
  - d) Field Inspection Checklists
  - e) Inspection notification



- f) Inspection and testing
- g) Inspection release
- h) Special processes
- i) Welding Procedures
- j) Material traceability and certification

## 6.6 Programming constraints

- 6.6.1. The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of the CEMP, SES, PES and SMP state others as required as described under paragraph 6.4 of the *Works Information*, together with the associated environmental method statements.
- 6.6.2. The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of paragraph 6.3 of the *Works Information* relating to health and safety issues need to be highlighted on the programme; paragraph 2 design issues and paragraph 7 procurement issues, but the *Project Manager* might require various mandatory statements (e.g.) in relation to Equipment design and/or assembly / dismantling.
- 6.6.3. The *Contractor* complies with the *Employer's* programme requirements and NEC requirements when he submits his first programme.
- 6.6.4. The *Contractor* presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy format and in soft copy format.
- 6.6.5. The *Contractor* uses Microsoft Project for his programme submissions or a similar programme software package equivalent subject to the prior written notification and acceptance by the *Project Manager*.
- 6.6.6. The *Contractor* shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.
- 6.6.7. The *Contractor's* programme shows duration of operations in working days. A normal working week for employees is 40 hours.
- 6.6.8. The *Contractor's* programme shows the following levels:
  - a) Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
  - b) Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below
  - c) Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned a code. The *Project Manager* notifies any subsequent layouts and corresponding filters on revised programmes
  - d) Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the *Contractor* relating to all operations identified on the programme representing the daily activities by each discipline



- e) A narrative status report, which includes status and performance of operations on the Site and Working Areas; status and performance of operations outside the Working Areas; manpower histograms; S-curve of overall progress; critical action items (top 10) and deviations from the Accepted Programme and action plan to rectify.
- 6.6.9. The *Contractor* shows on each revised programme he submits to the *Project Manager* a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the *Contractor*.
- 6.6.10. The *Contractor* submits programme report information to the *Project Manager* at weekly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.
- 6.6.11. The *Contractor's* weekly programme narrative report includes:
  - a) Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
  - b) 3-week Look ahead Schedule - showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
  - c) Manpower Histogram – reflecting actual, forecasted and planned activities
  - d) S-curves – reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned values as calculated by the detailed progress report.
- 6.6.12. The *Employer* (including the agents of the *Employer*) operates on site during when the *Contractor* has completed certain elements of the *Works*.
- 6.6.13. Others operate on Site during the execution of the project.

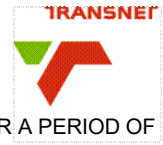
## **6.7 Contractor's management, supervision and key people**

- 6.7.1 The *Contractor* employs a CSHEO as a key person under ECC Clause 24.1
- 6.7.2 The CSHEO reports to the SHEC on the Site. The CSHEO ensures that the *works* (to include any part thereof) are subject to a prior environmental method statement(s) approved by the *Project Manager* and ensures that the CEMP is implemented by the *Contractor* in a timely and proper manner. The CSHEO provides the *Project Manager* with all environmental method statements.
- 6.7.3 The CSHEO tasks are:

Daily, weekly and monthly inspections of the Site and Working Areas. The *Contractor* is referred to Annexure Monitor compliance with the CEMP (to include the SES and PES) and the environmental method statements submitted to the *Project Manager*

Monitor compliance with the CEMP (to include the SES and PES) and the environmental method statements submitted to the *Project Manager*

  - a) Reporting of any environmental incident to the *Project Manager*
  - b) Attendance at all SHE meetings, toolbox talks and induction programmes
  - c) Litter control and ensuring the *Contractor* clears litter from the Site and Working Areas; and
  - d) Ensuring that environmental signage and barriers are correctly placed. The CSHEO submits daily, weekly and monthly checklists to the SHEC.
- 6.7.4 The CSHEO submits daily, weekly and monthly checklists to the SHEC.



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

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

6.7.6 The CIRP tasks are:

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

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

## 6.8 Training workshops and technology transfer

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

- a) A safety pre-mobilisation workshop
- b) A *Contractor* employee safety training programmes
- c) The *Contractor* shall utilise local people for staffing up some of his requirements and shall ensure that there is adequate skills transfer taking place.
- d) Any other training as required by law or specifications referred to in this document.

## 6.9 Insurance provided by the Employer

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

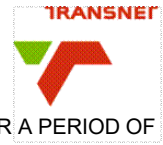
## 6.10 Contract change management

6.10.1 No additional requirements apply to ECC Clause 60 series.

## 6.11 Provision of bonds and guarantees

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

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

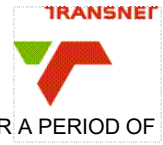


## **6.12 Records of Defined Cost, payments & assessments of compensation events kept by Contractor**

- 6.12.1 The *Contractor* keeps the following records available for the *Project Manager* to inspect:
- a) Records of design employees location of work (if appropriate);
  - b) Records of Equipment used and people employed outside the Working Areas (if applicable).

## **6.13 The Contractor's Invoices**

- 6.13.1 When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- 6.13.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 6.13.3 The invoice states the following:
- Invoice addressed to Transnet National Ports Authority;
  - Transnet National Ports Authority VAT No: 4720103177;
  - Invoice number;
  - The *Contractor's* VAT Number; and
  - The Contract number: TBA
- The invoice contains the supporting detail.
- 6.13.4 The invoice shall be hand delivered
- 6.13.5 Invoices submitted by hand are presented to:
- Transnet National Ports Authority
  - Queen's Warehouse Building
  - 237 Mahatma Gandhi Road
  - Durban, South Africa
  - 4001
- 6.13.6 The invoice is presented as an original.



## 6.14 People

### 6.14.1 Minimum requirements of people employed on the Site

South African Work Permits

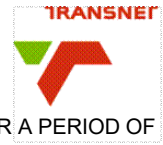
### 6.14.2 The *Contractor* complies with the following PIRPMP

#### 6.14.2.1. **CONTRACTOR'S LIABILITY**

- 1.1. The *Contractor* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the *Contractor's* employees, which loss will include any indirect or consequential damages.
- 1.2. The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's* employees shall take place on Transnet premises, whether owned or rented by Transnet.
- 1.3. The *Contractor* shall give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.
- 1.4. The *Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.
- 1.5. The *Contractor* is required to develop a Contingency Strike Handling Plan, which plan the *Contractor* is obliged to update on a three monthly basis. The *Contractor* must provide Transnet with this plan and all updates to the Plan. The *Contractor* is responsible to communicate with its employees on site details of the plan.

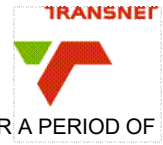
#### 6.14.2.2. **INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES**

- 2.1. In the event of any industrial action by the *Contractor's* employees, the *Contractor* is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.
- 2.2. The *Contractor* warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the *Contractor's* employees.
- 2.3. In the event of any industrial action by the *Contractor's* employees, the *Contractor* is obliged:
  - 2.3.1. To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the *Contractor* is required to deliver the report at 8h30 each day.
  - 2.3.2. The Industrial Action Report must provide at least the following information:
    - 2.3.2.1. Industrial incident report,
    - 2.3.2.2. Attendance register,



- 2.3.2.3. Productivity / progress to schedule reports,
  - 2.3.2.4. Operational contingency plan,
  - 2.3.2.5. Site security report,
  - 2.3.2.6. Industrial action intelligence gathered.
- 2.3.3. The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.
- 2.3.4. The management of the *Contractor* is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.
- 2.4. The resolution of any disputes or industrial action by the *Contractor's* employees is the sole responsibility of the *Contractor*.
- 2.5. Access to Transnet premises by the *Contractor* and its employees is only provided for purposes of the *Contractor* delivering its services to Transnet. Should the *Contractor* and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will be deemed to be trespassing.
- 6.14.3 The *Contractor* complies with the requirements of the IRCC involving the engineering construction *Contractors* engaged (including all future *Contractors*) by the *Employer*.
- 6.14.4 The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to IR issues are stated in the paragraphs following:

The PIRM is responsible for ensuring that the *Contractor* complies with the PIRPMP. The PIRM acts on behalf of the *Project Manager*.
- 6.14.5 The PIRM specific tasks are:
  - a) To complete the PLA prior to the Contract Date; and
  - b) To assign specific duties to the PSIRM.
- 6.14.6 The SIRM is responsible, *inter alia*, for day-to-day IR on the Site and Working Areas through the implementation of the PIRPMP. The SIRM reports directly to the PSIRM and the *Project Manager*.
- 6.14.7 The SIRM specific tasks are:
  - a) To liaise with the *Contractor* prior to the commencement of construction activities (as per the *Contractor's* programme accepted by the Project Manager) with respect to IR issues under the SIP.



## 6.15 Sub-contracting

6.15.1 The *Contractor* uses one of the following specialists and suppliers as his *Sub-Contractors*:

There are no Transnet preferred *Sub-Contractors* (to include suppliers) at present. However, on a project specific basis, please consider Plant installed on (e.g.) adjacent contracts, existing plant at the Site etc. and consider statements for preferred *Sub-Contractors* for overall compatibility with Transnet owned plant for maintenance purposes or otherwise.

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

6.15.3 Where the *Contractor* employs a *Sub-Contractor* who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a *Sub-Contractor* operating on the Site and/or Working Areas, then the *Contractor* ensures that any such *Sub-Contractor* complies with the CEMP, SES and PES (described under paragraph 2.4 of the *Works Information*) as appropriate and that the subcontract documentation places back-to-back obligations on the *Sub-Contractor* which reflect the *Contractor's* obligations under the CHSMP, CEMP SES and PES, all within the *Contractor's* Quality Management System as per paragraph 2.5 of the *Works Information*.

6.15.4 Where the *Contractor* employs a *Sub-Contractor* who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a *Sub-Contractor* operating on the Site and/or Working Areas, then the responsibilities as determined in the construction regulation 5 shall apply.

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

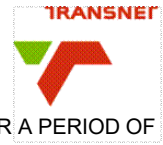
## 6.16 Plant and Materials

6.16.1 Quality

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

6.16.3 Where Plant and Materials for inclusion in the *works* originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.

6.16.4 The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.



6.16.5 Plant & Materials provided “free issue” by the *Employer*

6.16.6 The *Employer* provides the following Plant and Materials for the *Contractor* to use in the *works*:

No plant and materials will be provided by the *Employer*.

6.16.7 The Plant and Materials provided by the *Employer* are solely at the risk of the *Contractor* for inclusion in the *works*. The *Contractor* takes responsibility for ensuring the Plant and Materials do not contain a Defect(s) and are in compliance with the standards stated elsewhere in the *Works Information*.

6.16.8 The *Contractor* provides all other Plant and Materials necessary for the *works* not specifically stated to be provided “free issue” by the *Employer*.

## 6.17 Tests and inspections before delivery

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

## 6.18 Marking Plant and Materials outside the Working Areas

6.18.1 There will be no plant and materials utilized outside working areas, however the fabrication of steel will be performed outside the site. The *Contractor* will be required to mark all steel members that will be for this project

## 6.19 Contractor’s Equipment (including temporary works).

6.19.1 The *Contractor* provides the *Project Manager* with the category of Equipment for the execution of the *works*.

## 6.20 Preparation of post Completion contracts

7.9.1. There will be no post completion contracts under linked to this project.

# 7 List of Annexures

## 7.1 Annexures issued by the *Employer*

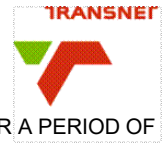
The following is a list of annexures issued by the *Employer* at or before the Contract Date and which apply to this *works Information*:

- a) Annexure A – Technical Specification – Scour Protection and Revetments
  - Annexure A1 – Generic Specifications – Rock for Revetment Slopes
  - Annexure A2 – Particular Specifications – North Bank Revetment
- b) Annexure B – Transnet National Ports Authority Health and Safety Specifications
  - Annexure B1 – Health and Safety Specification – Port of Durban

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/10/0019/45251/RFP

DESCRIPTION OF THE WORKS: FOR NORTH BANK REVETMENT REPAIRS AT THE PORT OF DURBAN FOR A PERIOD OF THREE (3) MONTHS.



- Annexure B2 – Section 37(2) Agreement
  - Annexure B3 – *Contractor* Compliance File Assessment Checklist - COVID 19 requirements
  - Annexure B4 – COVID-19 Post-lockdown Construction Site H&S Guidelines
  - Annexure B5 – Protocol for COVID Positive Cases
  - Annexure B6 – Cleaning and Disinfection Procedure
  - Annexure B7 – Handwashing Procedure
  - Annexure B8 – Site Meeting Procedure
- c) Annexure C – Transnet National Ports Authority Standard Environmental Specifications
- d) Annexure D – Subtech Survey Report SUR17-267C Rev00
- e) Annexure E – Drawings

## PART 4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

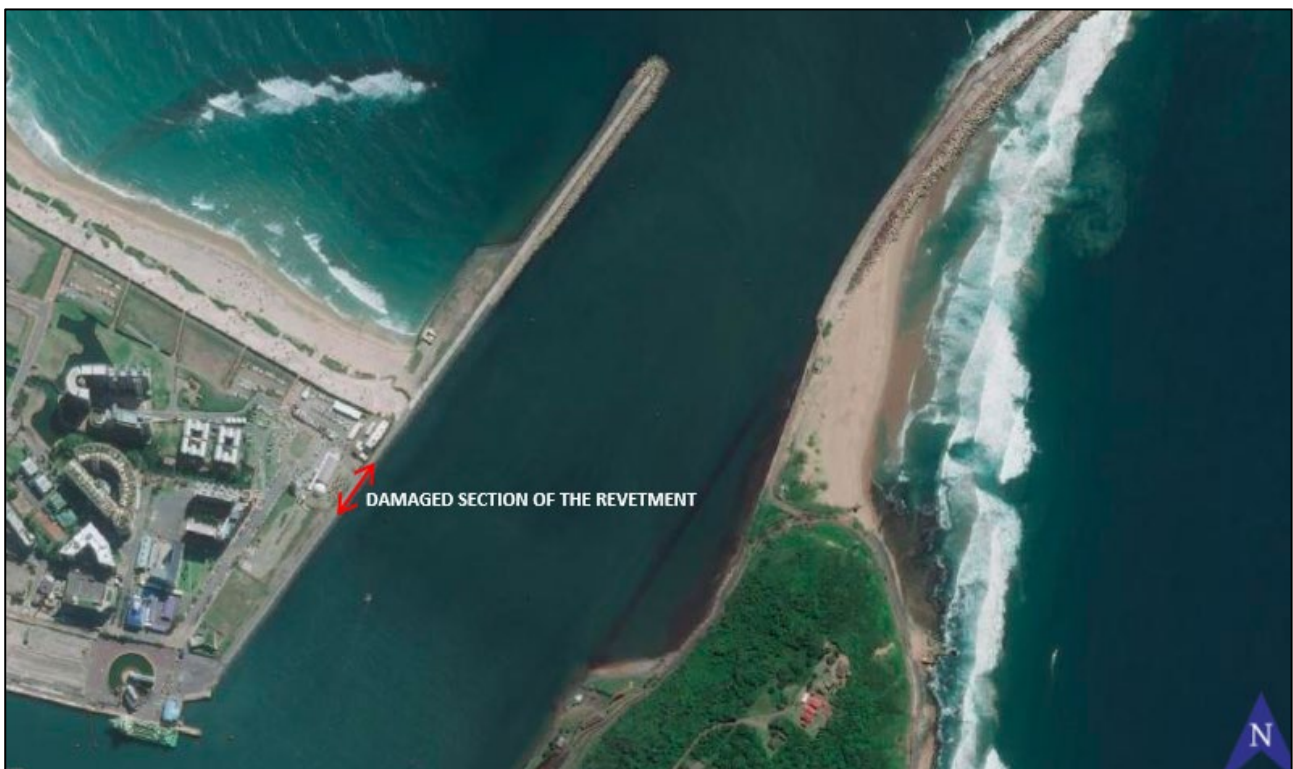
- describes the Site and its surroundings and
- is in the documents which the Contract Data states it is in."

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

### 1. Description of the Site and its surroundings

#### 1.1. General description

"Subtech" conducted a survey of the entrance channel including all revetments and armour areas to assess the condition and status of the main entrance channel. From the bathymetric survey report, it was shown that a section along the North Bank Revetment had been damaged. This was indicated by the displacement of rocks along the North Bank Revetment. Figure 1-1 shows the location of the damaged section of the North Bank Revetment, at the entrance channel at the Port of Durban.

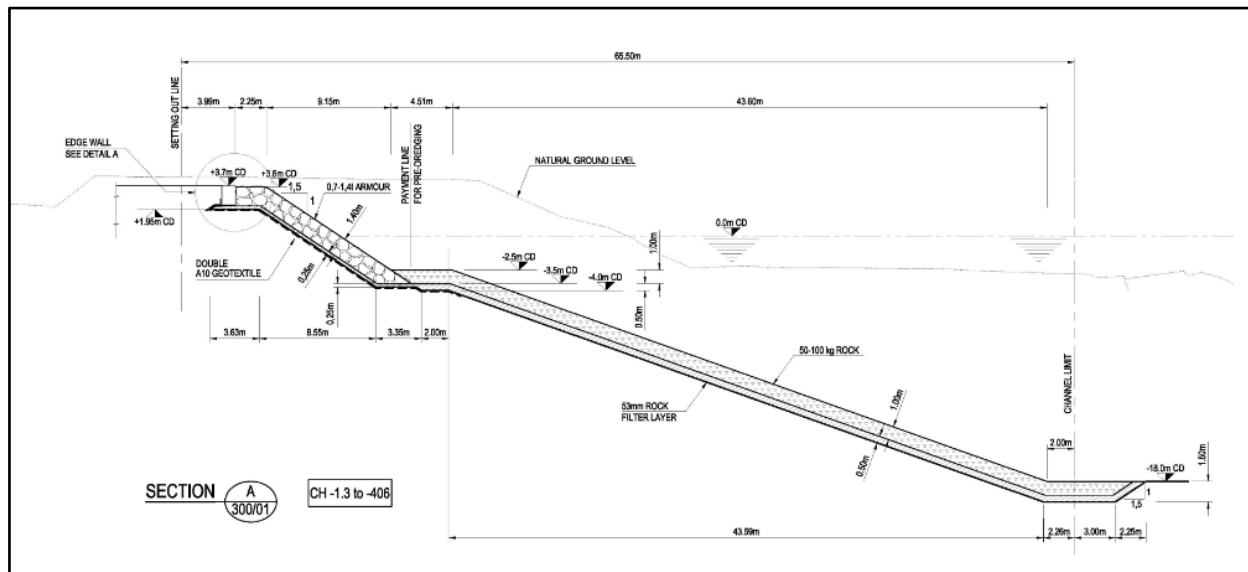


**Figure 1-1: Location of the North Bank Revetment at the Port of Durban.**

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

### 1.2.1. Description of the North Bank Revetment

The North Bank Revetment starts at the tip of the North Groyne and continues up to the NSRI basin. The length of the revetment is approximately 500m with a water depth at about -18m CD. The revetment comprises of a geotextile filter, graded rock layers and a mass concrete cope structure. The crest level of the revetment is +3.7m CD.



**Figure 1-2: North Bank Revetment Details**

The North Bank Revetment shown in Figure 1-2 was constructed with a 1:1.5 slope with the following rock layers:

- Revetment armour: 0.7t – 1.4t rock.
- Dredged slope protection:
  - ✓ Armour: 50 – 100kg rock.
  - ✓ Filter: 53mm rock.

### 1.2.2. Site Establishment

The Contractor will be allocated a space on the roadway adjacent to the construction site to establish their site camp. However due to the loading limitations and space constraints on the roadway. The contractor may not be able to stockpile material on the roadway or use heavy machinery on the roadway.

## 1.3. Other reports and publicly available information

### 1.3.1. Tidal Range

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

**Table 1-1: Astronomical Tide Predictions (The Hydrographer, South African Navy, 2019)**

Tide	Abbreviation	Level (m, Chart Datum)
<b>Highest Astronomical Tide</b>	HAT	2.30
<b>Mean High Water Springs</b>	MHWS	2.01
<b>Mean Level</b>	ML	1.11
<b>Mean Low Water Springs</b>	MLWS	0.21
<b>Lowest Astronomical Tide</b>	LAT	0.00

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

### 1.3.2. Wind Data

Wind data, collected over a period of many years has been analysed. The wind sensor is located on the Bluff, 18m above the ground and 85m above mean sea level. The recordings were measured in 20-minute averages of speed and direction. The wind data set is characterised by two wind conditions that originate from the north easterly and south westerly directions which accounts for 70% of the data. Wind speeds up to 10m/s account for 82% of the data with maximum wind measurements up to 32m/s. The median wind speed (exceeded 50% of the time) was found to be 6.0m/s, while a wind velocity of 17.2 m/s is exceeded for about 1% of the time. These exceedance values are summarised in Table 1-2.

**Table 1-2: Annual and Seasonal Percentage Exceedance of Wind Speed (m/s)**

Seasons	Percentage Exceedance and Wind Speed (m/s)					
	1%	5%	10%	25%	50%	75%
<b>Annual</b>	17.2	13.7	11.8	8.9	6.0	4.0
<b>Summer</b>	17.1	13.6	11.9	9.2	6.4	4.0
<b>Autumn</b>	15.8	12.9	11.1	8.2	5.7	3.8
<b>Winter</b>	16.1	12.7	10.8	7.8	5.3	3.6
<b>Spring</b>	18.4	14.9	13.1	10.0	7.0	4.5

### 1.3.3. Waves and Currents

Swell penetration into the basin is not substantial. Locally generated wind waves may be expected to occur, in accordance with the wind conditions summarised above.

### 1.3.4. Shipping Movements

The *works* will be performed in an operational environment. Entrance Channel will remain operational with ongoing commercial shipping traffic for the entire duration of the contract. The *Contractor* is to take cognisance of the ongoing commercial shipping and vehicular traffic within and around the Construction site. The commercial shipping traffic will have right of way and the *Contractor* is required to plan his marine activities to fit around the commercial shipping. Equipment engaged on the marine activities may be required to vacate areas or parts of the *Works'* areas during the passage of vessels through or adjacent to the site. The *Contractor* shall have to liaise with the Harbour Master in scheduling work and shall comply with all instructions of the Harbour Master through office of the *Project Manager* in this regard. The *Contractor* shall be deemed to have allowed in their tender for any additional cost to be involved due to the foregoing. The *Contractor* shall allow for working under these conditions.