

Transnet National Ports Authority

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**FOR THE PROVISION OF THE REHABILITATION AND UPGRADE OF ROADS IN THE
PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS**

RFP NUMBER	: TNPA/2022/11/1352/15874/RFP
ISSUE DATE	: 15/03/2023
COMPULSORY CLARIFICATION MEETING	: 23/03/2023
CLOSING DATE	: 11/04/2023
CLOSING TIME	: 16h00
TENDER VALIDITY PERIOD	: 12 Weeks from closing date

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Number	Heading
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The Contract

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- | | |
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- | | |
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- | | |
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The Tender

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation



T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	FOR THE PROVISION OF THE REHABILITATION AND UPGRADE OF ROADS IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at Queens Warehouse, 237 Mahatma Ghandi Road, Durban on the 23 March 2023, at 10:00am [10 O'clock] for a period of ± 3 (three) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or driver's licences are on them for inspection at the access control gates. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your</p>
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	<p>Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>16h00 on (11 April 2023)</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. No late tender submissions will be accepted.</p>

2. TENDER SUBMISSION

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

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

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

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

b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any



confidential details pertaining to the Tender Offers / information received, i.e., pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.

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

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

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



- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
 - 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
 - 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
 - 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-25], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
 - 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*
5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/11/1352/15874/RFP

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF THE REHABILITATION AND UPGRADE OF ROADS IN THE PORT OF DURBAN
FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

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**

"HOW TO" GUIDE FOR BIDDERS

REGISTER ON ETENDER PORTAL

ACCESS TENDERS


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

Go to Google Chrome 

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



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



Sign in with your email address

[Forgot your password?](#)


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

If not already registered, click on Sign up now.

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

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

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



The screenshot shows a login form with a text input field, a password input field (indicated by dots), a link for "Forgot your password?", a blue "Sign in" button, and a link for "Sign up now". A callout box on the right contains the text "Then click on Sign in" with an arrow pointing to the "Sign in" button.

Then click on Sign in

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

TRANSNET



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

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

SWL41T

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

TRANSNET delivering freight reliably

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

ADVERTISED TENDERS

Open tenders Other tenders

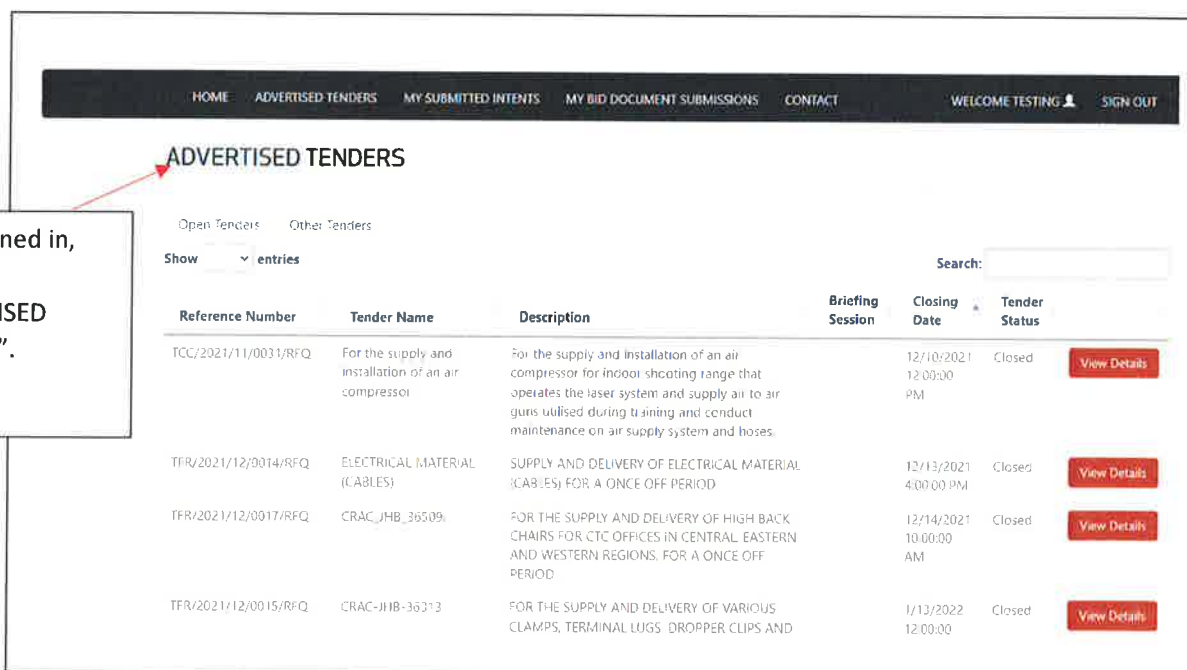
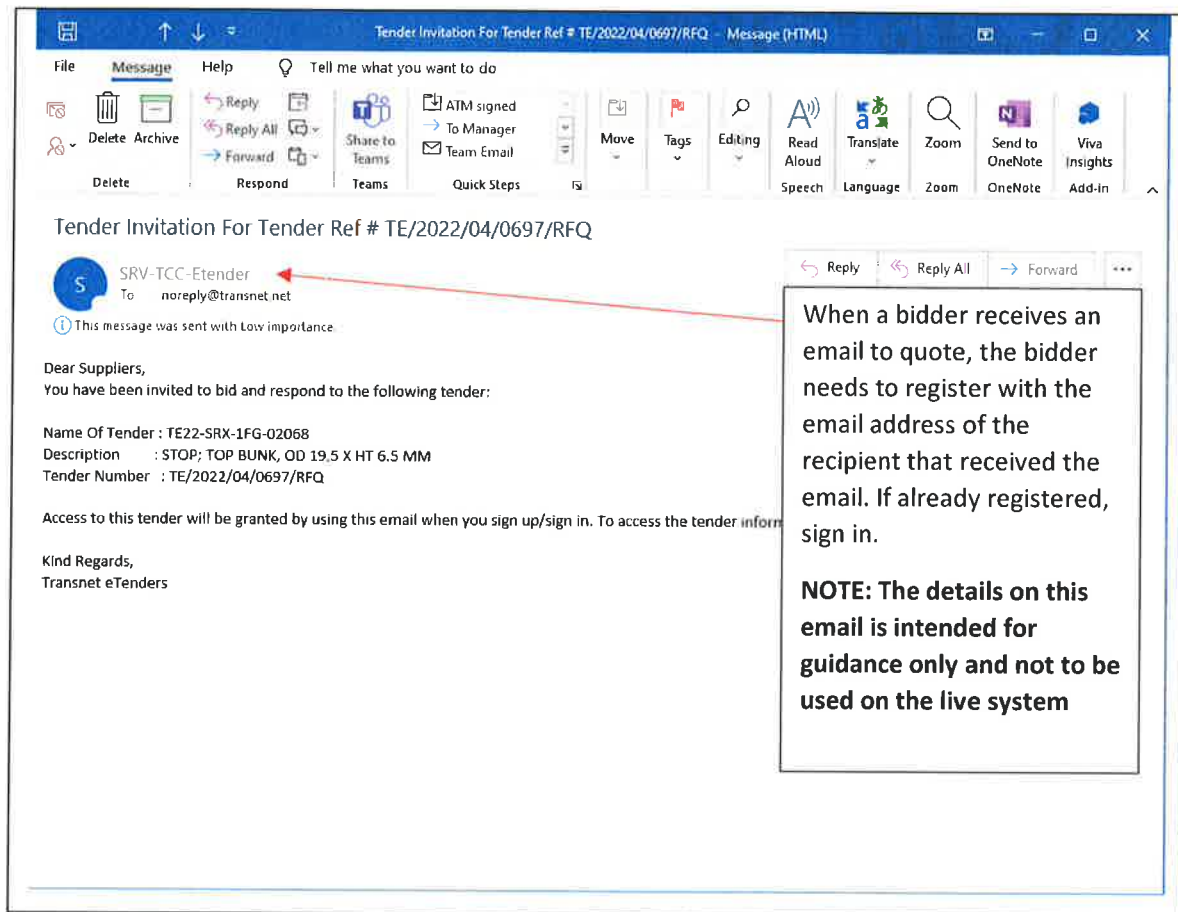
Show entries

Search:

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

To view / search for tenders, click on ADVERTISED TENDERS

TRANSNET delivering freight reliably



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

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

ADVERTISED TENDERS

Open Tenders Other Tenders

Show ▾ entries

Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0450/RFQ	VALVE-L1 LOAD DET,WAGONS AIRBRAKE	VALVE-L1 LOAD DET,WAGONS AIRBRAKE-062101802 VALVE; TYPE: L1 LOAD DETECTOR MEDIA FOR WHICH DESIGNED: WAGONS AIRBRAKE; CONNECTION TYPE: FLANGE, SPECIAL FEATURES: BLUE, WITHOUT PIPE BRACKET; SIMILAR ITEM: 062004338		4/8/2022 10:00:30 AM	Open	View Details
TE/2022/04/0434/RFQ	GEAR OIL	OIL GEAR TYPE SYNTHETIC BRAND NAME MOBILGEAR SHC SERIES GRADE SCH 6800 VISCOSITY RATING 220 TO 320 FLASH POINT 234 DEG C COLOR ORANGE CONTAINER TYPE SACHET 250 G CONTAINER CAPACITY 14 KG FOR USE ON 39-200 GM, 1SE AND 19E LOCOMOTIVES		4/8/2022 10:00:00 AM	Open	View Details
TE/2022/04/0495/RFQ	SUPPLY OF CORROSION INHIBITOR (NALCOOL) - APPROVED	ITEM NUMBER - 077807563 INHIBITOR CORROSION TYPE CODE-C18, COLOR: RED		4/8/2022 10:00:30	Open	View Details

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

ADVERTISED TENDERS

Open Tenders Other Tenders

Show ▾ entries

Search: TE/2022/04/0697/RFQ

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

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

ADVERTISED TENDERS

Open Tenders Other Tenders

Show ▾ entries

Search: TE22-SRX-1FG-02068

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

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

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

TENDER DETAILS

Tender Details

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

Briefing Session

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

Attachments

- 2.14 Standard Terms and Conditions of Contract
- 2.16 Supplier Integrity Pact_April 2020_v14.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068

Log An Intent To Bid

☐

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

TENDER DETAILS

Tender Details

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

Briefing Session

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

Attachments

- 2.14 Standard Terms and Conditions of Contract
- 2.16 Supplier Integrity Pact_April 2020_v14.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068

Log An Intent To Bid

☒

Submit Intent **Cancel**

Tender Details

Tender Reference Number:

Name Of Tender:

Description:

Tender Type: RPT

Contact Person: Chiranjeev Prasad, Warehouse Engineering SIA

Contact Person Email Address: Chiranjeev@transner.net

Date Published: 4/2/2022 3:11:47 PM

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

Briefing Date And Time:

Briefing Details:

Location Of Service:

Name Of Institution:

Tender Category:

Tender Status:

Intent to Bid

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

[Close](#)

Briefing Session

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

Attachments:


- 2.14 Standard Invoice and Counterdraft in PDF
- 2.15 Standard Invoice in PDF
- 2.16 Standard Invoice in PDF
- 2.17 Request for Quotation (RFQ) in PDF

Log An Intent To Bid

☒

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

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



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

MY SUBMISSION INTENTS

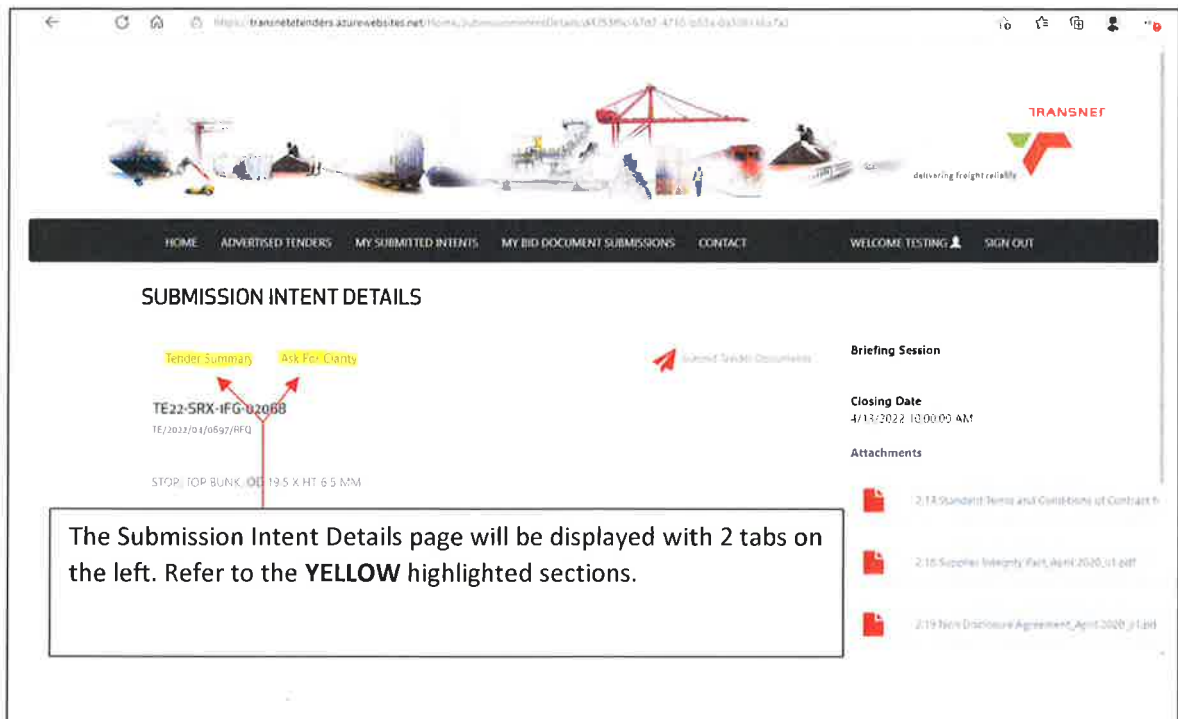
Show 10 entries

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

Showing 1 to 1 of 1 entries

Previous 1 Next

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



SUBMISSION INTENT DETAILS

Tender Summary **Ask For Clarity**

TE22-SRX-IFG-02068
1E/2022/04/0897/RFQ

STOP: TOP BUNK, OD 19.5 X HT 6.5 MM

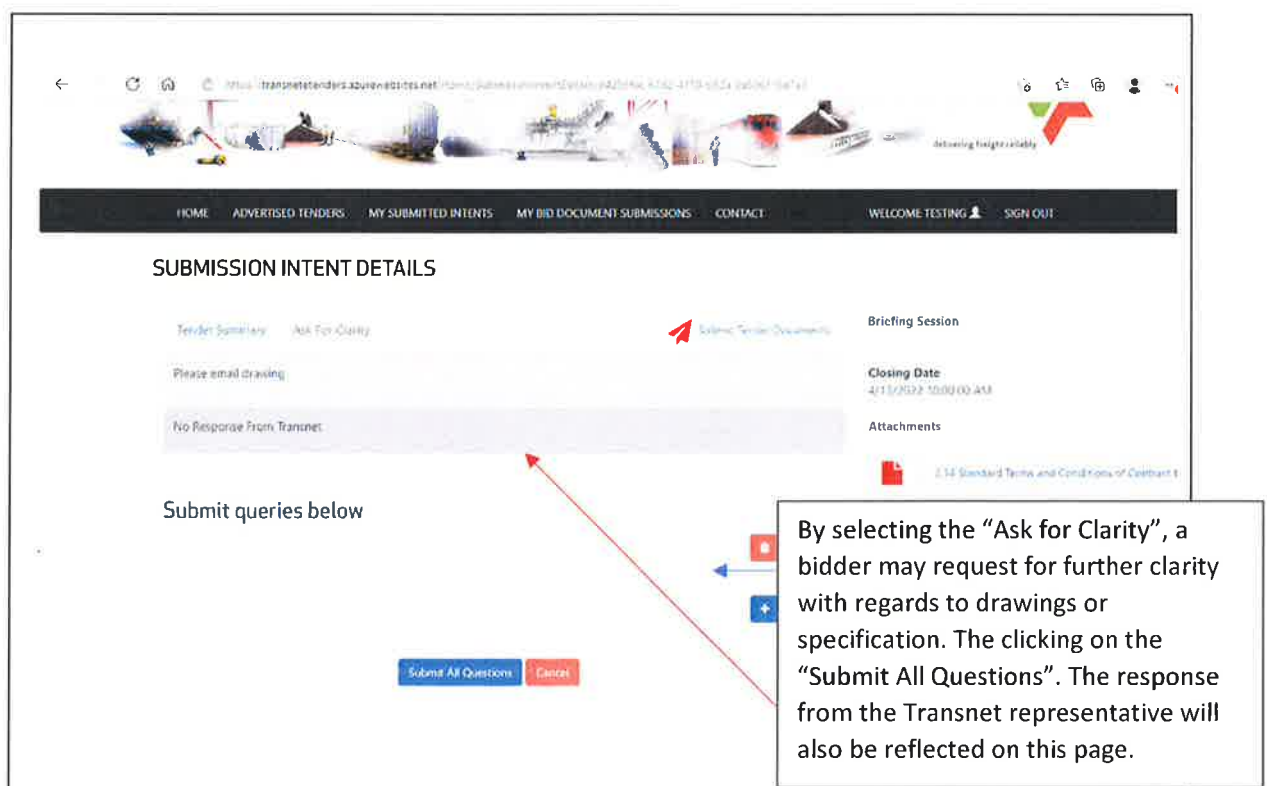
Briefing Session

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

Attachments

- 2.14 Standard Terms and Conditions of Contract
- 2.15 Supplier Integrity Form
- 2.19 Bid Disclosure Agreement

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



SUBMISSION INTENT DETAILS

Tender Summary **Ask For Clarity**

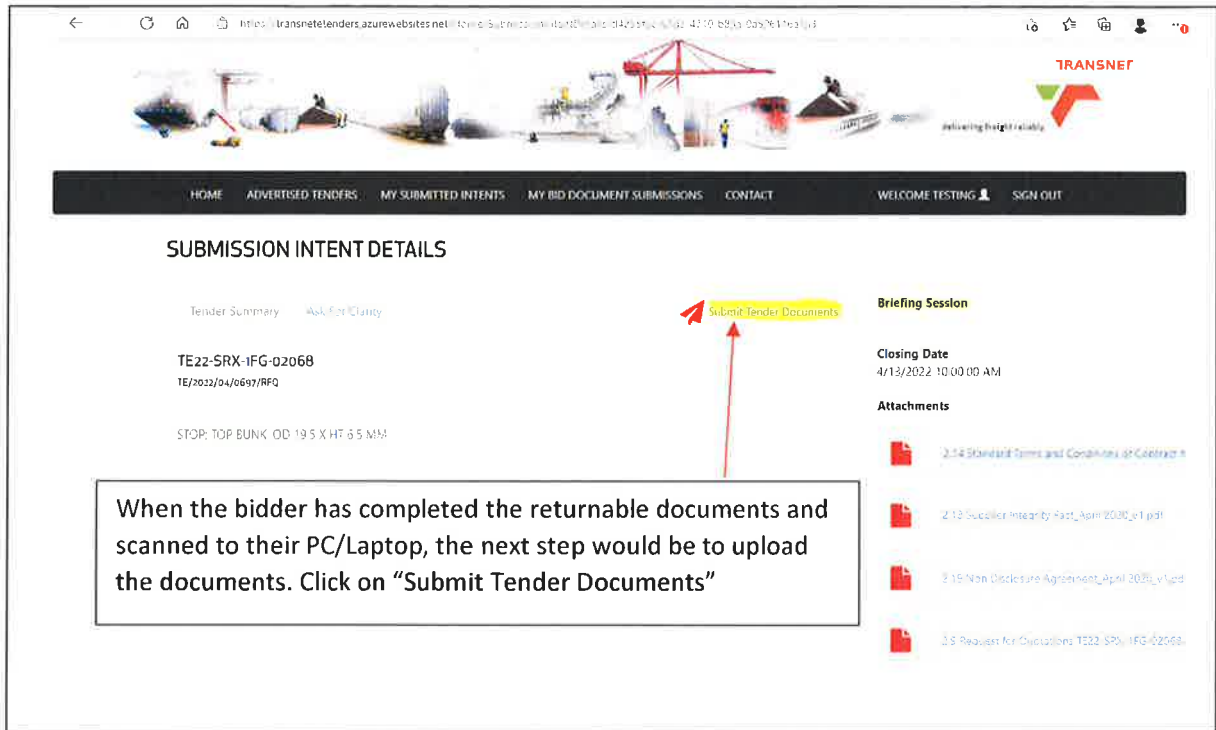
Please email drawing

No Response From Transnet

Submit queries below

Submit All Questions **Cancel**

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



Submission Intent Details

Tender Summary [Ask for Clarity](#)

TE22-SRX-IFG-02068
TE/2022/04/06697/RFQ

STOP: TOP BUNK OD 19.5 X HT 6.5 MM

Submit Tender Documents

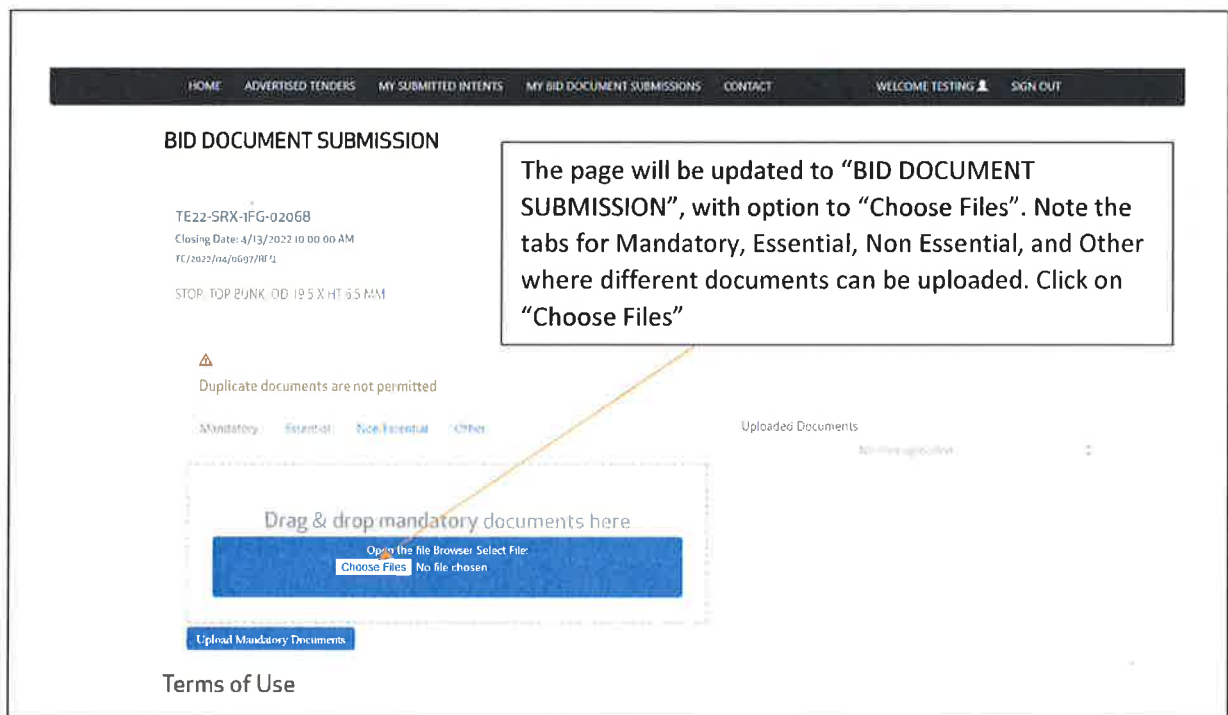
Briefing Session

Closing Date
4/13/2022 10:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract
- 2.13 Supplier Integrity Form April 2020 v1.pdf
- 2.15 Non Disclosure Agreement April 2020 v1.pdf
- 2.5 Request for Quotations TE22-SRX-IFG-02068

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



BID DOCUMENT SUBMISSION

TE22-SRX-IFG-02068
Closing Date: 4/13/2022 10:00 AM
TE/2022/04/06697/RFQ

STOP: TOP BUNK OD 19.5 X HT 6.5 MM

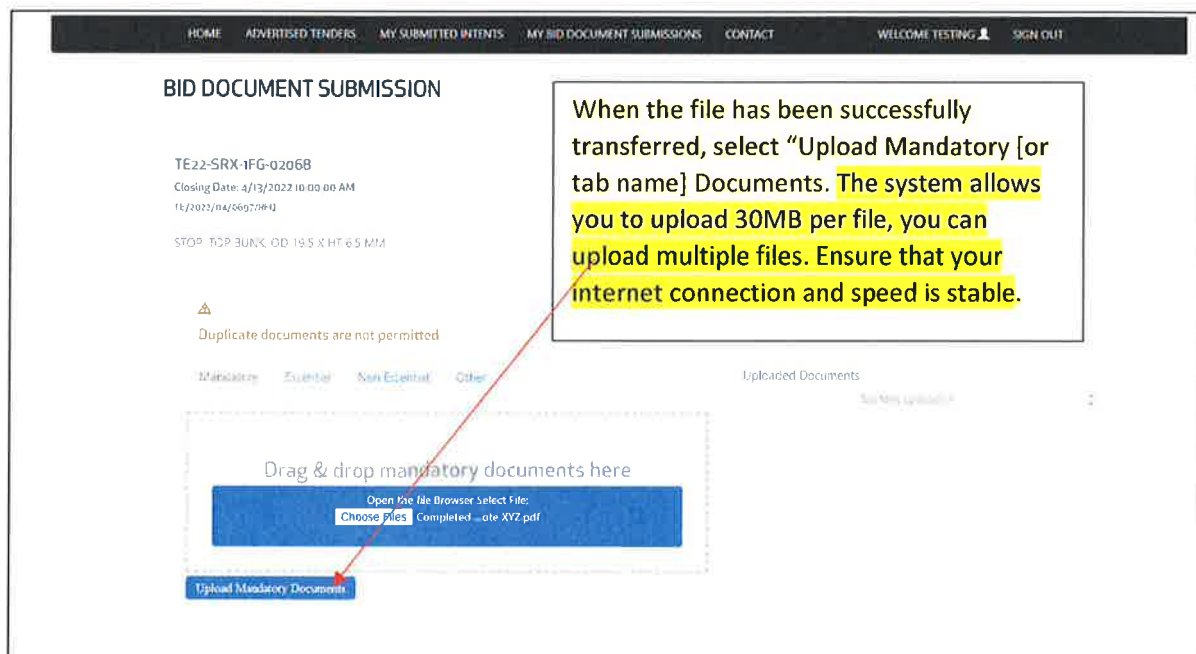
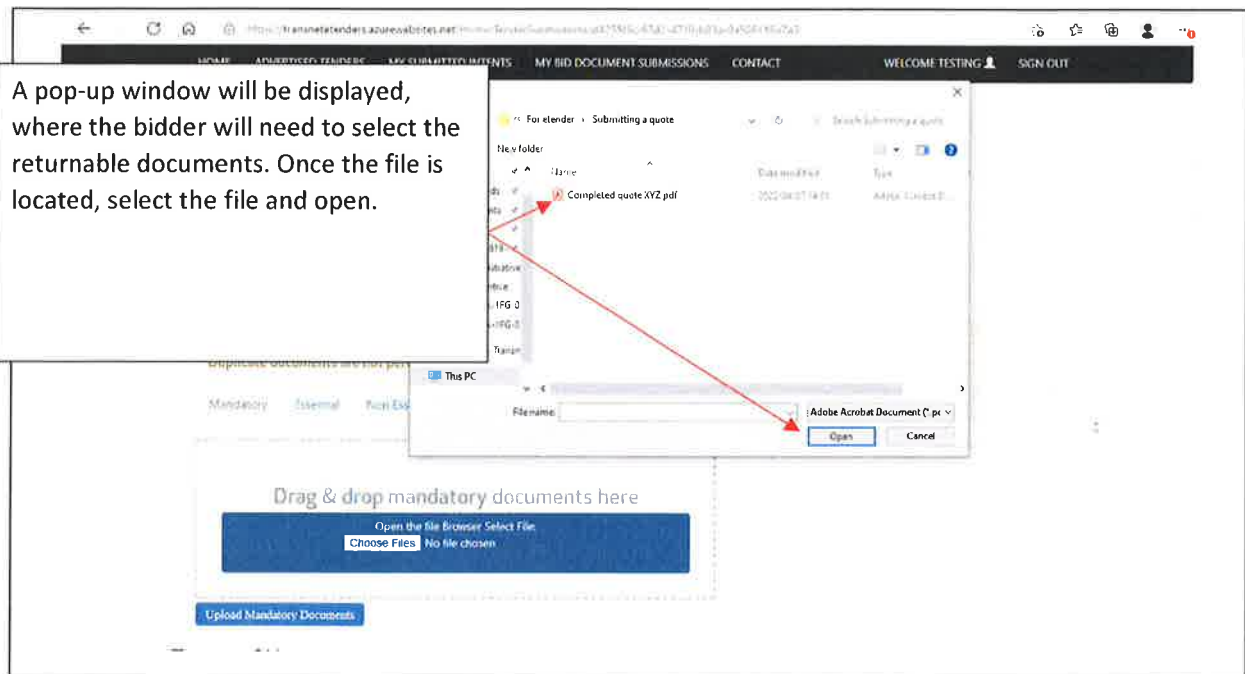
Choose Files

Drag & drop mandatory documents here

Upload Mandatory Documents

Terms of Use

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



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

11/7/2022/04/0997/RFQ

SFQ# TOP BUNK OD 19.5 X HT 6.5 MM

⚠ Duplicate documents are not permitted

Mandatory **Secured** New Entrant Other

Drag & drop mandatory documents here

Open the file browser Select File

Choose Files No file chosen

Upload Mandatory Documents

Terms of Use

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

← Back

Uploaded Documents

Completed quote XYZ.pdf Document Type: Mandatory

Documents

Delete

Submit Bid

TRANSNET

Home | Advertised Tenders | My Submitted Intents | **MY BID DOCUMENT SUBMISSIONS** | Contact | Welcome Testing | Sign Out

MY BID DOCUMENT SUBMISSIONS

Show 10 entries

Tender Reference Number	Name	Date Submitted	Company Name	View Details
11/2022/04/0997/RFQ	TE22-SRX-116-02068	4/8/2022 8:59:06 AM	Transnet Engineering	View Details

Showing 1 to 1 of 1 entries

Previous 1 Next

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

T1.2 Tender Data



T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1	The <i>Employer</i> is Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2	The tender documents issued by the <i>Employer</i> comprise: Part T: The Tender Part T1: Tendering procedures Part T2 : Returnable documents Part C: The contract Part C1: Agreements and contract data Part C2: Pricing data
	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



	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Procurement Manager
	Name:	Jo-Ann McCann
	Address:	Transnet National Ports Authority 237 Mahatma Ghandi Road Durban 4001
	Tel No.	031 361 1272
	E – mail	jo-ann.mccann@transnet.net

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

1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:

An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7

2. Stage Two - Eligibility in terms of the Construction Industry Development Board:

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

b) Joint Venture (JV)

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

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



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

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

3. Stage Three - Functionality:

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

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

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

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

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

C.2.12 No alternative tender offers will be considered.

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

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

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

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

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



Time: **16h00** on the **11 April 2023**

Location: The Transnet e-Tender Submission Portal:

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

NO LATE TENDERS WILL BE ACCEPTED

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.

Tenderers also to provide Transnet with a TCS PIN to verify Tenderer's compliance status.

2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;

3. A valid CIDB certificate in the correct designated grading;

4. Proof of registration on the Central Supplier Database;

5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

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

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

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



Functionality Criteria

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-03 Programme	- Ability to execute the works in terms of the employer's requirements.	4	15
	- The <i>Contractor</i> indicates how he plans in achieving the start, access, key, completion dates.	4	
	- Provision for Time Risk Allowance (TRA).	2	
	- The Programme must clearly support and demonstrate alignment to the approach paper.	5	
T2.2-04 Quality Management	- Project Quality Plan	10	15
	- Quality Control Plans	4	
	- Quality Policy	1	
T2.2-05 Environmental Management	- Policy	1	10
	- Organogram	3	
	- Checking, Monitoring and Measuring Procedures	6	
T2.2-06 Health and Safety Requirements	- Policy (State points allocated)	1	15
	- Roles & Responsibilities	2	



	- Training Matrix	1	
	- Overview of the Baseline risk assessment	3	
	- Safety Questionnaire	6	
	- Cost Breakdown Sheet	2	
T2.2-07 Approach Paper	- Geotechnical Study and Topography Survey	4	25
	- Detailed designs for Roads Heavy Rehabilitation and Upgrade	6	
	- Removal and Reinstallation of Rails	4	
	- Earthworks and Road construction	7	
	- Jetting, cleaning and flushing of Drainage Structures and Construction of new drainage structures	4	
T2.2-08 Previous Experience	- Geotechnical Investigation & Topography Survey	4	20
	- Jetting, cleaning and flushing of drainage structures and construction of new	3	
	- Pavement, geometric and Stormwater detailed designs	4	
	- Earthworks and Road Construction	5	



	- Removal and Installation of Rails in Roads projects	4	
Maximum possible score for Functionality			100

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

- T2.2-03 Programme
- T2.2-04 Quality Management
- T2.2-05 Environmental Management
- T2.2-06 Health and Safety Requirements
- T2.2-07 Approach Paper
- T2.2-08 Previous Experience

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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



C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 90/10 preference points systems as described in Preferential Procurement Regulations.

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

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

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

C.3.13 Tender offers will only be accepted if:

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



facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

c) has the legal capacity to enter into the contract,

d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

e) complies with the legal requirements, if any, stated in the tender data and

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

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

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

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

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

Part T2: Returnable Documents

T2.1: List of Returnable Documents

T2.1 List of Returnable Documents

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

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

T2.2-02 **Stage Two as per CIDB: Eligibility Criteria Schedule – 9 CE**

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

T2.2-03 **Evaluation Schedule:** Programme

T2.2-04 **Evaluation Schedule:** Quality Plan

T2.2-05 **Evaluation Schedule:** Environmental Management

T2.2-06 **Evaluation Schedule:** Health and Safety Requirements

: TNPA Estimate Health and Safety Cost Breakdown

: Health, Safety Questionnaire

T2.2-07 **Evaluation Schedule:** Approach Paper

T2.2-08 **Evaluation Schedule:** Previous experience

2.1.3 Returnable Schedules:

General:

T2.2-09 Intention to Tender

T2.2-10 Authority to submit tender

T2.2-11 Record of addenda to tender documents

T2.2-12 Letter of Good Standing

T2.2-13 Risk Elements

T2.2-14 Proposed Organisation Staffing

T2.2-15 Site Establishment requirements

T2.2-16 Availability of Equipment and Other Resources

T2.2-17 Capacity and Ability to meet Delivery Schedule

T2.2-18 List of Sub-Contractors

2.1.4 Agreement and Commitment by Tenderer:

T2.2-19 DPIIP or FPPO

T2.2-20 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-21 Non-Disclosure Agreement

T2.2-22 RFP Declaration Form

T2.2-23 Service Provider Integrity Pact

T2.2-24 Certificate of Acquaintance with Tender Document

T2.2-25 RFP – Breach of Law

T2.2-26 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-27 Supplier Code of Conduct

T2.2-28 Job Creation

T2.2-29 Organogram & CV's of Key Persons

2.1.5 Bonds/Guarantees/Financial/Insurance:

T2.2-30 Insurance provided by the Contractor

T2.2-31 Form of Intent to provide a Performance Guarantee

T2.2-32 Forecast Rate of Invoicing

T2.2-33 Three (3) years audited financial statements

2.1.6 Transnet Vendor Registration Form:

T2.2-34 Transnet Vendor Registration Form

2.2 C1.1 Offer portion of Form of Offer & Acceptance

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Bill of Quantities)

2.6 C2.2 Bill of Quantities

T2.2: Returnable Schedules

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

This is to certify
that

(Company
Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

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

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

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

b) Joint Venture (JV)

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

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

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

**These Schedules are required for
Evaluation Purposes**

T2.2-03: Evaluation Schedule: Programme

Note to tenderers:

Programme

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

The tenderer shall provide **a Level 4 programme** showing but not limited to the following:

- Ability to execute the *works* in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.
- The *Contractor* indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule by complying with Clause 31.2 of the NEC ECC – Initiates *starting date, access dates, key dates*, planned Completion, Sectional Completion Dates & Completion Date.
- In addition, the Programme must clearly demonstrate adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.
- The Programme must clearly support and demonstrate alignment to the Approach Paper as contained under T.2.2-07. In addition, annexed to the Programme, a basis of schedule document is required, stipulating, but not limited to, underlying assumptions, conditions, constraints, and approach to Providing the Works as detailed in the Programme.



Score 15 Points	Ability to execute the works in terms of the <i>Employer's</i> requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.	The <i>Contractor</i> indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule by complying with Clause 31.2 of the NEC ECC – Initiates <i>starting date, access dates</i> , Key Dates, planned Completion, Sectional Completion Dates & Completion Date.	The Programme must clearly demonstrate adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration, and illustrated in the schedule in a code field or as an attachment.	The Programme must clearly support and demonstrate alignment to the approach paper as contained under T.2.2-07. In addition, annexed to the Programme, a basis of schedule document is required, stipulating, but not limited to, underlying assumptions, conditions, constraints, and approach to Providing the <i>works</i> as detailed in the Programme.
	4	4	2	5
Score 0	The Tenderer has submitted no information to determine a score.	The Tenderer has submitted no information to determine a score.	The Tenderer has submitted no information to determine a score.	The Tenderer has submitted no information to determine a score.



Score 20	The programme is not acceptable as it will not satisfy project objectives or requirements as per the scope of work. The tenderer has misunderstood the Scope of Work and does not deal with the critical aspects of the overall programme/Work Breakdown Structure element in question as a subset of the overall project.	The tenderer has addressed less than half the date requirements and the submission contains critical logic and sequencing errors which renders it unrealistic /unachievable.	The tenderer has not demonstrated Time Risk Allowance (TRA).	No alignment between programme and approach paper.
Score 40	The programme is generic, not practical, and unrealistic. The tenderer has misunderstood certain aspects of the Scope of the Works and does not deal with the critical aspects of the project/ Work Breakdown Structure element in question as a subset of the overall project.	The tenderer has addressed more than half but not all the date requirements however, the submission still has critical logic and sequencing errors which renders it unrealistic /unachievable.	The tenderer has demonstrated inadequate provision for Time Risk Allowance (TRA) i.e., TRA is insufficient and not assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty.	Critical errors and or omissions in alignment between programme and approach paper. The basis of schedule documentation contains critical errors and as such does not fully support the programme model.
Score 60	<ul style="list-style-type: none"> The Programme must be in Microsoft Project/ Primavera 	The tenderer has addressed all date requirements		Minor errors and or omissions in alignment



	<p>software.</p> <ul style="list-style-type: none"> ▪ The overall programme/ WBS element in question addresses specific project objectives. ▪ The programme/WBS element in question is complete and sufficiently decomposed, as demonstrated in the overall project WBS which fully encompasses project/WBS element scope as detailed but not limited to the Works Information and Engineering Specification; ▪ The programme/WBS element in question is not adequately predictive in that it contains minor errors or omissions in critical path/s. ▪ Activity duration estimates demonstrate the fact that the programme does not present 	correctly, however still has minor errors and omissions in the logic and sequencing, but adequately dealt with the overall project execution.		<p>between programme and approach paper.</p> <p>The basis of schedule documentation contains sufficient detail; minor errors still exist however critical aspects of programme model are adequately substantiated.</p> <p>Submission contains the minimum requirements as stipulated.</p>
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	<p>an accurate model of project risk.</p> <ul style="list-style-type: none">▪ The programme/WBS element complies with some but not all the stipulations of NEC ECC Clause 31.2.▪ The programme/WBS element adequately demonstrates the sequence, methodology, resource allocations, and underlying approach to provision of the <i>works</i>, in line with the requirements of the <i>Works Information</i> and Engineering Specification, as such adequately deals with the critical characteristics of overall project execution.▪ The programme does not demonstrate the Contractor's understanding of the critical success factors and risks			
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	associated with provision of the works.			
Score 80	<ul style="list-style-type: none"> ▪ The Programme must be in Microsoft Project/ Primavera software. ▪ The overall programme/ WBS element in question addresses specific project objectives. ▪ The programme/WBS element in question is complete and sufficiently decomposed, as demonstrated in the overall project WBS which fully encompasses project/WBS element scope as detailed but not limited to the Works Information and Engineering Specification; ▪ The programme/WBS element in question is transparent in the demonstration of its basis; 	<p>The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate and renders the submission realistic and achievable.</p>		<p>Programme and approach paper are fully aligned, and submission contains no critical errors or omissions. The basis of schedule documentation contains sufficient detail, no critical errors, or omissions and as such fully supports the programme model.</p>



	<ul style="list-style-type: none">▪ The programme/WBS element in question is predictive in that it provides meaningful critical path/s and an accurate/realistic model of project risk, the latter as demonstrated in activity duration estimates;▪ The programme/WBS element in question contains logic that is horizontally and vertically traceable;▪ The programme/WBS element in question is usable, as it allows for effective management decision making and action.▪ The programme/WBS element complies with the stipulations of NEC ECC Clause 31.2.▪ The programme/WBS element adequately demonstrates the sequence, methodology,			
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	resource allocations, critical success factors, risks, and underlying approach to provision of the <i>works</i> , in line with the requirements of the Works Information and Engineering Specification, as such adequately deals with the critical characteristics of overall project execution.			
Score 100	Besides meeting the above "80" rating, the important issues are approached in an innovative and efficient way.	Besides meeting the above "80" rating, the important issues are approached in an innovative and efficient way.	The tenderer has demonstrated adequate provision for Time Risk Allowance (TRA) i.e., TRA in sufficient quantities, correctly assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty.	Besides meeting the above "80" rating, the tenderer has exceeded the required expectations.

T2.2-04: Evaluation Schedule - Quality Management

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

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

1. The **Project Quality Plan (PQP)** details how the Contractor's Quality System will be applied to the Scope of Work specified in the contract and shall include the following as key elements:
 - 1) Include a description of the Contractor's Project organization, with key positions and responsibilities identified and individuals named. The organization structure shall also indicate resources committed to the management and co-ordination of Quality Assurance/Quality Control (QA/QC) activities.
 - 2) Provide a description of how documents provided by Transnet to the Contractor are to be managed. Documentation management/control
 - 3) Include all quality activities relevant to the Scope of Work, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with specified Contractual requirements.
 - 4) Include a listing of all Quality Control Plans (QCP's) and associated Field Inspection Checklist (FIC'S), as applicable.
 - 5) Include a listing of all Special Processes (e.g. welding, non-destructive testing, cube testing etc.) envisaged for use.
 - 6) Control of externally provided services.
2. **Quality Control Plan (QCP)** specific to the Project but not limited to:
 1. Removal and Reinstallation of Rails.
 2. Earthworks and Road Construction.
 3. Jetting, cleaning and flushing of Drainage Structures and Construction of new drainage structures.

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

- 1) Detailed sequence of activities (construction/fabrication)

- 2) Include all procedures/code specifications
- 3) Include all intervention points (i.e. hold, witness, verify)
- 4) Include all Verification documentation/Field inspection checklist
- 5) Include all relevant signatories (i.e. Contractor, Approved Inspection Authority (AIA), Transnet)

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

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

Attached submissions to this schedule:

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	Evaluation Category	Maximum Score	Evaluation Criteria	Rating
Quality Requirements (15 Points)	Project Quality Plan (as per QAL-STD-0001) The Project Quality Plan (PQP) details how the Contractor's Quality System will be applied to the Scope of Work specified in the contract and shall include the following as key elements: <ol style="list-style-type: none"> 1) Include a description of the Contractor's Project organization, with key positions and responsibilities identified and individuals named. The organization structure shall also indicate resources committed to the management and co-ordination of Quality Assurance/Quality Control (QA/QC) activities. 2) Provide a description of how documents provided by Transnet to the Contractor are to be managed. Documentation management/control 3) Include all quality activities relevant to the Scope of Work, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with specified Contractual requirements. 4) Include a listing of all Quality Control Plans (QCP's) and associated Field Inspection Checklist (FIC'S), as applicable. 5) Include a listing of all Special Processes (e.g. welding, non-destructive testing, cube testing etc.) envisaged for use. 	10	No response	0
			Only Two (2) or below of Six (6) key elements met	20
			Three (3) of Six (6) key elements met	40
			Four (4) of Six (6) key elements met	60
			Five (5) of Six (6) key elements met	80
			All Six (6) and above of the key elements met	100

	6) Control of externally provided services.			
	Quality Control Plans (as per QAL-STD-0001)	4	No response	0
	Quality Control Plan (QCP) specific to the Project but not limited to:		One (1) of Five (5) key elements met	20
	1. Removal and Reinstallation of Rails. – 20%		Two (2) of Five (5) key elements met	40
	2. Earthworks and Road Construction. – 60%		Three (3) of Five (5) key elements met	60
	3. Jetting, cleaning and flushing of Drainage Structures and Construction of Drainage structures. – 20%		Four (4) of Five (5) key elements met	80
	The Quality Control Plan shall be Project Specific as per the Scope of Work and shall include the following as key elements:		All 5 key elements are met	100
	1) Detailed sequence of activities (construction/fabrication)			
	2) Include all procedures/code specifications			
	3) Include all intervention points (i.e. hold, witness, verify)			
	4) Include all Verification documentation/Field inspection checklist			
	5) Include all relevant signatories (i.e. Contractor, Approved Inspection Authority (AIA), Transnet)			
	Quality Policy	1	No response	0
	Quality Policy shall include the following key policy elements:		One (1) of Five (5) key policy elements met	20
	1) is appropriate to the purpose and context of the organisation and supports its strategic direction,		Two (2) of Five (5) key policy elements met	40
	2) provides framework for setting quality		Three (3) of Five (5) key policy	60

	objectives, 3) includes a commitment to satisfy applicable requirements, 4) includes a commitment to continual improvement of QMS, and 5) is communicated and understood within the organisation.		elements met.	
			Four (4) of Five (5) key elements met	80
			All Five (5) key elements met	100

T2.2-05: Evaluation Schedule: Environmental Management

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

- a) Transnet Integrated Management System (TIMS) Policy Commitment Statement.
 - b) TGC-ENV-STD-001 Rev 04 Construction Environmental Management Plan (CEMP).
 - c) TGC-ENV-STD-002 Rev 04 Standard Environmental Specifications (SES)
 - d) Standard Environmental Maintenance Management Programme for Maintenance Works;
 - e) TGC-IMS-ENV-SOP-009.001 COVID-19- Health care waste management on construction sites.
- Project Environmental Specification (PES) extends to TNPA minimum standards as contained in the following documents:
 - TNPA Stormwater Management Plan
 - TNPA list of approved waste services Contractors
 - TNPA Asbestos Management Plan
 - Project Environmental Specification (PES) also includes eThekweni bylaws such as:
 - Schedule Trades and Occupations Bylaws
 - Interim Code relating to fire prevention and flammable liquids and substances
1. The tenderer must provide a project specific Environmental Management System (EMS) based on an International Standard with relevant procedures to address the elements of the system. These elements or procedures must include the following:
 2. The signed Environmental **Policy** based on International Organization for Standardization (ISO) that displays all key components of Top management's commitments namely:
 - Regulatory compliance and other requirements
 - Commitment to pollution prevention
 - Continual improvement
 - Provides framework for setting and reviewing objectives and targets and
 - Is communicated to all employees working for or on behalf of the Contractor

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

3. Provide an **organogram** depicting the roles and responsibilities of key environmental staff within the Environmental Management System illustrating the environmental reporting structure.
4. The tenderer must provide **procedures** for checking, monitoring, and measuring the performance of the Environmental Management System. The tenderer must provide written procedures for (A-D) below.

Each of the procedures must include insight into the (6 M's)

- Methods to be used
- Manpower requirements
- Money/Materials, financial requirements, resources, and capacity to undertake the works
- Measurement in terms of performance objectives, key performance indicators or targets
- Machinery, equipment, basic tools required
- Management reporting and communication requirements

- A) The evaluation of compliance
- B) Reporting of Non-conformance, initiating of corrective and preventative action.
- C) Handling and Investigation of Environmental incidents.
- D) Control of Environmental Records

Attached submissions to this schedule:

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

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

1. Site specific Environmental management system

	Policy	Organogram - Roles & Responsibilities of the environmental team	Checking, Monitoring and Measuring Procedures
Points (10)	1	3	6
Score 0	The Tenderer has submitted no information to determine a score	The Tenderer has submitted no information to determine a score	The Tenderer has submitted no information to determine a score
Score 20	Policy addresses 1 of the required elements and will most likely fail to meet the <i>Employer's</i> requirements OR the Policy is unsigned or undated.	Organogram provided does not include the key environmental resources with the roles and responsibilities of the environmental management team and will not meet the Employer's requirements as stipulated in the works information.	The procedures provided will not meet the Employer's requirements. Only 1 of the procedures are provided or No insight is provided in the procedures in describing the necessary focus area as outlined under the 6M's.
Score 40	Policy addresses 2 of the required elements and is unlikely to meet the <i>Employer's</i> requirements	Organogram includes the key environmental resources but excludes the roles and responsibilities and the reporting lines of the environmental management team.	The procedures may meet the Employer's requirements. Only 2 of the procedures (A-D) are addressed. or The 6M's are inadequately addressed. Much more

			detail will need to be provided under the 6 M's in order for the procedures to be comprehensive.
Score 60	Policy addresses 3 of the required elements and is possibly able to meet the <i>Employer's</i> requirements	Organogram includes key environmental resources with either the roles and responsibilities or the reporting lines of the environmental management team.	At least 3 of the procedures (A-D) are addressed. The 6M's are reasonably addressed. The procedures will reasonably meet the Employer's requirements. They could be refined.
Score 80	Policy addresses 4 of the required elements and is likely to ensure compliance with the stated <i>Employer's</i> requirements	Organogram includes key environmental resources with roles and responsibilities and clear reporting lines of the environmental management team	All 4 of the procedures (A-D) are addressed. The procedures (A-D) are adequately addressed and will produce the required outcomes. The procedures will meet the Employer's stated requirements.
Score 100	Policy addresses 5 of the required elements and will meet the <i>Employer's</i> requirements: <ul style="list-style-type: none"> • Regulatory compliance and other requirements • Commitment to Pollution prevention • Continual improvement • Provides framework for setting 	Organogram provided will exceed the employer's minimum requirements	All procedures (A-D) and all the 6 M's are extensively addressed. The procedures will meet the Employer's requirements with ingenuity and best practice.



FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

	<p>and reviewing objectives and targets and</p> <ul style="list-style-type: none">• Is communicated to all employees working for or on behalf of the organization		
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T2.2-06: Evaluation Schedule: Health and Safety Requirements

Submit the following documents as a minimum with your tender:

1. Safety, Health & Environmental Policy signed by the Chief Executive Officer. List the five elements -
 - Commitment to Safety, prevention of pollution,
 - Continual improvement,
 - Compliance to legal requirements, appropriate to the nature of contractor's activities,
 - Hold management accountable for development of the safety systems
 - Include objectives and targets.
2. Roles & Responsibilities, such as S16.2 CEO, CR8.1 Construction Manager, Health and Safety Manager, CR8.5 Safety officer, CR8.7 Construction Supervisor, CR9.1 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993 and COVID -19 Compliance Officer.
3. List of job categories for project and competencies required per category and develop a training Matrix for all employees who will be working on the project. This matrix must include Management and highlight training planned dates.
4. Overview of the project specific Baseline Risk Assessment (RA), indicating major activities of the project namely;
 - Preliminary Geotechnical Study, Survey
 - Construction of drainage structures
 - Earthworks and Reconstruction of Roads
 - Removal and re-installation of rail during heavy rehabilitation of Roads
5. Complete and return with tender documentation the Contractor Safety Questionnaire included to this Evaluation Schedule as a returnable, attach all required supporting documents and complete your company three-year synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.
6. Evidence that the Principal Contractor have made adequate provisions for the cost of Health & Safety "Activity Schedule": CR 3(5) (b)(iii) read with CR 5(1)(g)

Attached submissions to this schedule:

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

Point s (15)	1	2	1	3	6	2
	Policy (State points allocated) 1) Commitment to Safety, prevention of pollution, 2) Continual improvement, 3) Compliance to legal requirements, appropriate to the nature of contractor's activities, 4) Hold management accountable for development of the safety systems, 5) Include	Roles & Responsibilities 1) S16.2 CEO 2) 8.1 Construction Manager -SACPCMP registration as Pr. Construction Manager, 3) 8.5 SACPMP Registered Construction Health and Safety officer, 4) 8.7 Construction Supervisor, 5) 9.1 Risk Assessor, 6) 17.1 SHE Rep as per the Occupational health and safety Act 85 of 1993 and 7) COVID-19 Compliance Officer	Training Matrix List of job categories for project and competencies required per category and develop a training Matrix for all employees who will be working on the project. This matrix must include Management, key persons/legal appointees and highlight training planned dates.	Overview of the Baseline risk assessment Indicating major activities of the project i.e., installation, commissioning, and handover of the following packages: 1) Geotechnical Study, Survey 2) Construction of drainage structures 3) Earthworks and Reconstruction of Roads 4) Removal and re-installation of rail during heavy	Safety Questionnaire Complete and return with tender documentation the Contractor Safety Questionnaire with required all supporting documentation included as an Annexure.	Cost Breakdown Sheet. Submission of completed cost breakdown sheet covering health and safety budget allocation.



	objectives and targets.			rehabilitation of Roads		
Score 0	The Tenderer has submitted no information to determine a score.					
Score 20	1 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement and it is signed by the Chief Executive Officer.	≤ 2 of the 7 Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	Key responsible persons are not included on training matrix as per proposed organogram structure.	Information supplied is inadequate to achieve the required standard of service and total score of submitted baseline risk assessment specific to the project.	Information supplied is totally insignificant / inadequate to achieve the required standard of service and total score of supporting documents as per the allocated points on the returnable safety questionnaire.	Health and safety Budget submitted is totally insignificant / inadequate to achieve the required standard of service, ≤1% of the tendered value.
Score 40	2 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement and it is signed by the	2 ≤ 4 of the Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and	Not all key responsible persons are included in the training matrix. Training's matrix submitted does not cover all SHE	Poor response / answer / solution lacks convincing evidence, medium risk that stated <i>employer's</i> requirements will not be met and total score of submitted baseline risk	Poor response / answer / solution lacks convincing evidence, medium risk that stated <i>Employer's</i> requirements will not be met and total score of	Health and safety Budget submitted is insignificant / inadequate / answer / solution to the returnable, Employer's health



	Chief Executive Officer.	TNPA health and safety specification.	training listed on Health and Safety specification. Training matrix not signed by responsible personnel.	assessment specific to the project.	supporting documents as per the allocated points on the returnable safety questionnaire.	and safety requirements will not be met, from > 1% ≤2% of the tendered value.
Score 60	3 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirements and it is signed by the Chief Executive Officer.	5 of the 7 Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	Satisfactory response on the list of job categories and trainings as per proposed project organogram structure. Training matrix covers most of the trainings listed on TNPA Health and safety specification.	Satisfactory response / answer / solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met and total score of submitted baseline risk assessment specific to the project.	Satisfactory response / answer / solution to the aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met and total score of supporting documents as per the allocated points on the returnable safety questionnaire.	Health and safety Budget submitted is Satisfactory response / answer / solution to the returnable, <i>Employer's</i> health and safety requirements will be met, from >2% ≤ 3% of the tendered value.
Score 80	4 of the 5 key policy components are recognized and	6 of the 7 Roles and responsibilities are in compliance as per the Works	Most of key persons listed on the training matrix	Good response / answer / solution which demonstrates real	Good response / answer / solution which demonstrates real	Health and safety Budget submitted is Good response /



	meets the <i>Employer's</i> requirements and it is signed by the Chief Executive Officer.	Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	as per proposed project organogram structure. Trainings specified on the matrix are in line with TNPA health and safety specification.	understanding and evidence of ability to meet <i>Employer's</i> requirements and total score of submitted baseline risk assessment specific to the project.	understanding and evidence of ability to meet stated <i>Employer's</i> requirements and total score of supporting documents as per the allocated points on the returnable safety questionnaire.	answer /solution to the returnable, Employer's health and safety requirements will be met, from > 3% ≤ 4% of the tendered value.
Score 100	All 5 key policy components are recognized and meets the <i>Employer's</i> requirements, and it is signed by the Chief Executive Officer.	All 7 Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	Training matrix include Management and all employees / personnel in the project. Training matrix had been signed by responsible personnel.	Very good response / answer / solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements and total score of all required baseline risk assessment specific to the project.	Very good response / answer / solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements and total score of supporting documents as per the allocated points on the returnable safety questionnaire.	Health and safety Budget submitted is very good response / answer / solution to the returnable, Employer's health and safety requirements will be met, ≥ 4% of the tendered value.

Contractor Safety Questionnaire

1. Safe Work Performance										
1A	Injury Experience / Historical Performance – Alberta								0.5	
	Use the previous three years injury and illness records to complete the following:									
	Year									
	Number of medical treatment cases									
	Number of restricted workday cases									
	Number of lost time injury cases									
	Number of fatal injuries									
	Total recordable frequency									
	Lost time injury frequency									
	Number of worker manhours									
	Action taken to prevent re-occurrence									
	1	Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician							
	2	Restricted Workday Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties							
	3	Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day							
	4	Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours							
5	Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours								
1B	Workers' Compensation Experience									
	Use the previous three years injury and illness records to complete the following (if applicable):									
	Industry Code:			Industry Classification:						
	Year									
	Industry Rate									
	Contractor Rate									
	% Discount or Surcharge									
	Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)						Yes		No	
										0.5
	2. Citations									

Contractor Safety Questionnaire

2A	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? If yes, provide details:				Yes		No	
2B	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? If yes, provide details:				Yes		No	
3. Citations								
	Does your company have a Certificate of Recognition?				Yes		No	
	If yes, what is the	Certificate No:		Issue Date:				
4. Safety Program								
4A	Submit your company written health and safety plan? Submit for provide a copy for review						2	
4C	Health and safety plan should contain the following elements							
		Yes	No		Yes	No		
	Health and Safety Policy			Competence, Training and Awareness				
	Incident Management, reporting and Investigation			Emergency Preparedness/Response				
	Recordkeeping & Statistics			Hazard Assessment and Risk Management and training				
	Reference to Legislation			Permit to Work				
	Site Establishment and Rehabilitation			Safe Work Procedures and Safe operating procedures				
	Roles and Responsibilities			Workplace Inspections				
	Alcohol, Drugs and Other Intoxicating Substances			Occupational Hygiene and Covid19				
	Personal Protective Equipment			Measuring and Monitoring				
	Waste Management			Communication, Participation and Consultation				
	Work Program or look ahead plan			Signs and Notices				
4C	Submit your company pocket safety booklet for field distribution?						0.5	
5. Training Program								
5A	Attach orientation program for new hire employees? include a course outline. Does it include any of the following:						1	
		Yes	No		Yes	No		
	General Rules & Regulations			Confined Space Entry				
	Emergency Reporting			Trenching & Excavation				
	Injury Reporting			Signs & Barricades				
	Legislation			Dangerous Holes &				

Contractor Safety Questionnaire

			Openings			
	Right to Refuse Work		Rigging & Cranes			
	Personal Protective Equipment		Mobile Vehicles			
	Emergency Procedures		Preventative Maintenance			
	Project Safety Committee		Hand & Power Tools			
	Housekeeping		Fire Prevention & Protection			
	Ladders & Scaffolds		Electrical Safety			
	Fall Arrest Standards		Compressed Gas Cylinders			
	Aerial Work Platforms		Weather Extremes			
5B	Submit a program for training newly hired or promoted supervisors? Tenderer must submit an outline for evaluation which include instruction on the following:				1	
		Yes	No		Yes	No
	Employer Responsibilities			Safety Communication		
	Employee Responsibilities			First Aid/Medical Procedures		
	Due Diligence			New Worker Training		
	Safety Leadership			Environmental Requirements		
	Work Refusals			Hazard Assessment		
	Inspection Processes			Pre-Job Safety Instruction		
	Emergency Procedures			Drug & Alcohol Policy		
	Incident Investigation			Progressive Disciplinary Policy		
	Safe Work Procedures			Safe Work Practices		
	Safety Meetings			Notification Requirements		
6. Safety Activities						
6A	Do you conduct safety inspections?	Yes	No	Weekly	Monthly	Quarterly
	Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution)					
	Who follows up on inspection action items?					
6B	Do you hold site safety meetings for field employees? If Yes, how often?	Yes	No	Daily	Weekly	Biweekly
6C	Do you hold site meetings where safety is addressed with management and field supervisors?	Yes	No	Weekly	Biweekly	Monthly
6D	Is pre-job safety instruction provided before to each new task?	Yes				No
	Is the process documented?	Yes				No

Contractor Safety Questionnaire

	Who leads the discussion?					
6E	Do you have a hazard assessment process?	Yes		N	O	
	Are hazard assessments documented?	Yes		N	O	
	If yes, how are hazard assessments communicated and implemented on each project?					
	Who is responsible for leading the hazard assessment process?					
6F	Submit your company policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?					
6G	How does your company measure its H&S success? Attach separate sheet to explain					
7. Safety Stewardship						
7A	Are incident reports and report summaries sent to the following and how often?	Yes	No	Monthly	Quarterly	Annually
	Project/Site Manager					
	Vice President/Managing Director					
	Safety Director/Manager					
	President/Chief Executive Officer					
7B	How are incident records and summaries kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Incidents totalled for the entire company					
	Incidents totaled by project					
	Subtotalled by superintendent					
	Subtotalled by foreman					
7C	How are the costs of individual incidents kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Costs totalled for the entire company					
	Costs totaled by project					
	Subtotalled by superintendent					
	Subtotalled by foreman/general foreman					
7D	Does your company track non-injury incidents?	Yes	No	Monthly	Quarterly	Annually
	Near Miss					
	Property Damage					
	Fire					
	Security					
	Environmental					
8. Personnel						
List key health and safety officers planned for this project. Attach resume (CV and qualification).						0.5
Name		Position / Title		Designation		
				Category	SACPCMP Number	
9. References						
List the last three company's your form has worked for that could verify the quality and management commitment to your						

Contractor Safety Questionnaire

occupational Health & Safety program		
Name and Company	Address	Telephone Number

TNPA Estimate Health and Safety Cost Breakdown

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

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

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



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/11/1352/15874/RFP

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF THE REHABILITATION AND UPGRADE OF ROADS IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

T2.2-07: Evaluation Schedule - Approach Paper

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

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

1. Geotechnical Study and Topography Survey
 - a) Pavement Investigation method proposed. Proposed number of test pits per road, type of tests to be conducted and equipment to be used.
 - b) Sequencing of the Pavement investigation for the different precinct.
 - c) Details of the proposed survey method and equipment to be used.
2. Detailed designs for heavy rehabilitation and roads Upgrade
 - a) Approach for site investigation to determine site conditions and operation environment.
 - b) Method and standard codes to be used to analyse and conclude rehabilitation method for each road, including design for pavement layers, stormwater design, and geometric designs where applicable.
 - c) Method for development of Traffic Management Plan and HAZCON study
 - d) Engineering Software's and human resources to be used for the designs required.
 - e) Sequence of submission to Project Manager and Municipality to obtain approvals
3. Removal and Reinstallation of Rails
 - a) Methodology for removal and reinstatement of roads where heavy road rehabilitation and upgrade is required.
 - b) Method for handling and storage of rails and other material that will be reused/ installed back in position.
 - c) Methodology of surveying work to ensure rails are reinstated to original location and levels
 - d) Details of sources to be used to obtain new rails and other material to replace rails that could be found in poor condition after being exposed.
 - f) Details of proposed plant and equipment to be used for removal and reinstallation of rails
4. Earthworks and Road Construction
 - a) Method of identifying underground services prior excavation and protection during construction.
 - b) Sequence of Earthworks and road construction considering constraints due to active industry operations and need for access to their sites during road construction.
 - c) Proposed material /quarry source and transport plan to deliver and stockpile (where applicable) on site.
 - d) Methodology for light rehabilitation work
 - e) Methodology for storage, handling and transportation of other road materials such as drainage structures, sand, stone, bricks, manhole covers and precast structures.
 - f) Details of proposed plant and equipment to be used during the construction (Light and heavy rehabilitation)
 - g) Approach for Traffic management to allow minimal disruptions to operations as well as traffic congestion due to construction.

5. Jetting, cleaning and flushing of existing drainage structures and construction of new drainage structures
 - a) CCTV scanning of existing drainage structures infrastructure for leaks.
 - b) Creation of pipe network model that informs TNPA of where upgrades are required to the existing network.
 - c) Methodology for jetting, cleaning and flushing of existing drainage structures
 - d) Details of equipment, plant and material for jetting and flushing of drainage structures.
 - e) Methodology for assessing existing structures to identify damages and replacing of damaged structures including relocation of exiting pipes and construction of new where required.
 - f) Method for disposing waste material from stormwater pipes and manholes.

Index of documentation attached to this schedule:

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	Geotechnical Study and Topography Survey	Detailed designs for Roads Heavy Rehabilitation and Upgrade	Removal and Reinstallation of Rails	Earthworks and Road construction	Jetting, cleaning and flushing of Drainage Structures and Construction of new drainage structures.
Total Points 25	4	6	4	7	4
Score 0	The tenderer has submitted no information.	The tenderer has submitted no information or has not detailed any of the items under this aspect of the project	The tenderer has submitted no information or has not detailed any of the items under this aspect of the project.	The tenderer has submitted no information or has not detailed any of the items under this aspect of the project.	The tenderer has submitted no information or has not detailed any of the items under this aspect of the project.
Score 20	The approach paper is generic (not site specific). The tenderer does not detail any of the items under this aspect of the project.	The tenderer's approach paper addresses one (1) item under this aspect of the project.	The tenderer's approach paper addresses one (1) item under this aspect of the project.	The tenderer's approach paper addresses one (1) item under this aspect of the project.	The tenderer's approach paper addresses one (1) item under this aspect of the project.
Score 40	The tenderer's approach paper addresses one (1) item under this aspect of the project.	The tenderer's approach paper addresses two (2) items in detail under this aspect of the project.	The tenderer's approach paper addresses two (2) items in detail under this aspect of the project.	The tenderer's approach methodology submitted addresses two (2) to three (3) items	The tenderer's approach methodology submitted addresses two (2) to three (3) items

				described in the key elements of the scope of work detailed above.	described in the key elements of the scope of work detailed above.
Score 60	The approach paper is specifically tailored to address two (2) items under this aspect of the project. The approach paper is linked to the project programme.	The approach paper is specifically tailored to address three (3) items in detail under this aspect of the project. The approach paper is linked to the project programme.	The approach paper is specifically tailored to address three (3) items in detail under this aspect of the project. The approach paper is linked to the project programme.	The tender's approach methodology submitted addresses four (4) items described in the key elements of the scope of work detailed above. The approach paper is linked to the project programme.	The tender's approach methodology submitted addresses four (4) items described in the key elements of the scope of work detailed above. The approach paper is linked to the project programme.
Score 80	The approach paper is specifically tailored to address three (3) items under this aspect of the project. Besides being linked to the project programme, the approach paper describes in detail the method statement, technical approach and construction sequencing in terms of the Works Information.	The approach paper is specifically tailored to address four (4) items in detail under this aspect of the project. Besides being linked to the project programme, the approach paper describes in detail the method statement, technical approach and construction sequencing in terms of the Works Information.	The approach paper is specifically tailored to address four (4) items in detail under this aspect of the project. Besides being linked to the project programme, the approach paper describes in detail the method statement, technical approach and construction sequencing in terms of the Works Information.	The tender's approach methodology submitted addresses six (6) items described in the key elements of the scope of work detailed above. Besides being linked to the project programme, the approach paper describes in detail the method statement, technical approach and construction sequencing	The tender's approach methodology submitted addresses five (5) items described in the key elements of the scope of work detailed above. Besides being linked to the project programme, the approach paper describes in detail the method statement, technical approach and construction sequencing



				in terms of the Works Information.	in terms of the Works Information.
Score 100	Besides meeting the "80" rating, the approach paper details one or more additional geotechnical elements that do not fall within the scope of the 3 items previously described. The approach paper must also be linked to the project programme.	Besides meeting the "80" rating, the approach paper is specifically tailored to address five (5) items in detail under this aspect of the project.	Besides meeting the "80" rating, he approach paper is specifically tailored to address five (5) items in detail under this aspect of the project.	Besides meeting the "80" rating, the tender's approach methodology submitted addresses all seven (7) of the key items described in the scope of work detailed above.	Besides meeting the "80" rating, he approach methodology is specifically tailored to addresses all six (6) of the key items described in the scope of work detailed above.



T2.2-08: Evaluation Schedule – Previous Experience

Note to Tenderers:

Tenderers are required to demonstrate their past experience in the delivery of road design and road construction projects, areas, conditions and circumstances in relation to the scope of work in the last 8 years, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers, completion certificates and also indicate their previous experience.

1. Please provide your previous experience showing but not limited to the following:
 - i. Geotechnical/Pavement Investigation – Pavement field investigation such as test pits to determine pavement layers for soil profiling, conducting DCP tests, In situ CBR tests etc. Laboratory tests for material classification, analyse and determine pavement life based on tests results obtained.
 - ii. Jetting, cleaning and flushing of drainage structures and construction of new – Pipe network model, CCTV scanning for condition assessment of underground pipes, cleaning and flushing experience.
 - iii. Pavement, stormwater, and geometric designs – Record of approved and executed detailed designs for roads projects for high traffic volumes of Heavy vehicles. Designs to entail pavement, geometric alignment, stormwater, and drainage designs as well as rehabilitation work.
 - iv. Earthworks and road construction – Breaking up of existing pavement layers, repairing damaged stormwater pipes, providing quality material and construction of road layer works. Construction of road ancillary works.
 - v. Removal and installation of Rails on roadworks- Removal of rail and reinstallation using appropriate rail equipment.

Please note, only projects that were completed in the last 8 years from the date of award with valid certificates of completion and/or references on a company letterhead shall be considered toward the scoring. If a singular project encompasses more than one of the five key elements mentioned above, it will be counted toward the scoring for each of the key elements that it encompasses.

Index of documentation attached to this schedule:

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

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

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

	Geotechnical/ Pavement Investigation	Jetting, cleaning and flushing of drainage structures and construction of new	Pavement, geometric and Stormwater detailed designs	Earthworks and Road Construction	Removal and Installation of Rails in Roads projects
Total Points 20	4	3	4	5	4
Score 0	The tenderer has submitted no information, or the tenderer has submitted a list of projects with no/invalid references or certificates of completion.	The tenderer has submitted no information, or the tenderer has submitted a list of projects with no/invalid references or certificates of completion.	The tenderer has submitted no information, or the tenderer has submitted a list of projects with no/invalid references or certificates of completion.	The tenderer has submitted no information, or the tenderer has submitted a list of projects with no/invalid references or certificates of completion.	The tenderer has submitted no information, or the tenderer has submitted a list of projects with no/invalid references or certificates of completion.
Score 20	The tenderer has successfully completed one (1) road project in the last 8 years with valid references/ certificates of completion.	The tenderer has successfully completed one (1) road project in the last 8 years with valid references/ certificates of completion.	The tenderer has successfully completed one (1) road project in the last 8 years with valid references/ certificates of completion.	The tenderer has successfully completed one (1) road project in the last 8 years with valid references/ certificates of completion.	The tenderer has successfully completed one (1) road project in the last 8 years with valid references/ certificates of completion.

Score 40	The tenderer has successfully completed two (2) road projects in the last 8 years with valid references/ certificates of completion.	The tenderer has successfully completed two (2) road projects in the last 8 years with valid references/ certificates of completion.	The tenderer has successfully completed two (2) road projects in the last 8 years with valid references/ certificates of completion.	The tenderer has successfully completed two (2) road projects in the last 8 years with valid references/ certificates of completion.
Score 60	The tenderer has successfully completed three (3) road projects in the last 8 years with valid references/ certificates of completion.	The tenderer has successfully completed three (3) road projects in the last 8 years with valid references/ certificates of completion.	The tenderer has successfully completed three (3) road projects in the last 8 years with valid references/ certificates of completion.	The tenderer has successfully completed three (3) road projects in the last 8 years with valid references/ certificates of completion.
Score 80	The tenderer has successfully completed four (4) road projects in the last 8 years with valid references/	The tenderer has successfully completed four (4) road projects in the last 8 years with valid references/	The tenderer has successfully completed four (4) similar road projects in the last 8 years with valid	The tenderer has successfully completed four (4) road projects in the last 8 years with valid references/

	certificates of completion.	certificates of completion.	references/ certificates of completion.	certificates of completion.	certificates of completion.
Score 100	The tenderer has outstanding experience in projects of a similar nature and has successfully completed five (5) or more road projects in the last 8 years with valid references/ certificates of completion.	The tenderer has outstanding experience in projects of a similar nature and has successfully completed five (5) or more road projects in the last 8 years with valid references/ certificates of completion.	The tenderer has outstanding experience in projects of a similar nature and has successfully completed five (5) or more road projects in the last 8 years with valid references/ certificates of completion.	The tenderer has outstanding experience in projects of a similar nature and has successfully completed five (5) or more road projects in the last 8 years with valid references/ certificates of completion.	The tenderer has outstanding experience in projects of a similar nature and has successfully completed five (5) or more road projects in the last 8 years with valid references/ certificates of completion.



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/11/1352/15874/RFP

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF THE REHABILITATION AND UPGRADE OF ROADS IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

T2.2-09: Intention to Tender

EMAIL Transnet National Ports Authority

Tender No: TNPA/2022/11/1352/15874/RFP

TO: Attention: Jo-Ann McCann

Email: jo-ann.mccann@transnet.netClosing Date: **11 April 2023****FOR THE PROVISION OF THE REHABILITATION AND UPGRADE OF ROADS IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS****Check****We: Do wish to tender** for the work and shall return our tender by the due date above**Yes** ☐ **No** ☐

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

Company:

Contact:

Phone No:

e-mail Address:

REASON FOR NOT TENDERING:

SIGNATURE: _____

DATE: _____



T2.2-10: 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

T2.2-11: 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		
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15		

T2.2-12 Letter/s of Good Standing with the Workmen's Compensation Fund

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

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

Name of Company/Members of Joint Venture:

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

T2.2-14: Proposed Organisation and staffing

Attached submissions to this schedule:

.....

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.....

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

T2.2-15: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

T2.2-16: Availability of Equipment and Other Resources

The Tenderer to submit a list of all Equipment and other resources that will be used to execute the *works* as described in the Works Information.

Equipment Type and Availability – Description	Hourly Rate	Number of Equipment	Details of Ownership

T2.2-17: Capacity and Ability to meet Delivery Schedule

Note to tenderers:

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

A schedule detailing the following:

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

Index of documentation attached to this schedule:

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.....

T2.2-18: Schedule of Proposed Subcontractors

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

Note to tenderers:

- 1.1 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 1.2 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

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

Provide information of the Sub-contractors below:

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

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work	
% Black Owned	EME	QSE	Youth	Women	Disabilities		Rural/ Underdeveloped areas/ Townships	Military Veterans	

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

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



T2.2-19 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

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

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

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

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

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

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

2. SERVICE LEVELS

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

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

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

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



Description of the Service: Appointment of a service provider to design, build, assemble, paint, commission, deliver and operationalise three tugs one 70-ton bollard pull, and two 50-ton Bollard pull diesel powered fitted with cycloidal propulsion to operate within the Transnet Ports. The delivery of all tugs to be within a period of thirty-six (36) months.

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

Acceptance of Service Levels:

YES	
-----	--

NO	
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T2.2-20 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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

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

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

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

Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.

2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .

2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

YES		NO	
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2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

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

Authorised signatory for and on behalf of

.....(insert name of Tenderer/Contractor) who
warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____

Signature:

2. Name: _____

Signature:



T2.2-21 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at 2nd Floor, Waterfall Business Estate, 9 Country Estate Drive, Midrand, 1662, South Africa

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [RFI] Request for Proposal [RFP] or Request for Quotation [RFQ], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents



or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

- 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
- 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
- 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; 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

T2.2-22: RFQ DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify
that:

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

6.

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

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

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



IMPORTANT NOTICE TO RESPONDENTS

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

T2.2-23 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

1.1 Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- b) Enable Tenderers/Service Providers/Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

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

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.

- b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
 - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.



- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and

- Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour

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

c) Environment

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

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

- a) has been requested to submit a Tender in response to this Tender invitation;
- b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
- c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.

4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.

4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

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

5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor

into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.

- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e., on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:

- (i) he made the statement in good faith honestly believing it to be correct;
and
 - (ii) before making such statement, he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e., entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

- 8.1 Transnet shall also take all or any one of the following actions, wherever required to:
- a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation

the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/ Service Provider/Contractor may continue;

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

9 CONFLICTS OF INTEREST

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

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

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

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

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

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

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or

- b) must notify Transnet immediately in writing once the circumstances have arisen.

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

10 DISPUTE RESOLUTION

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

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

11 GENERAL

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

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

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

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

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

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

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

Signature

Date

T2.2-24 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

T2.2-25: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-26: ANNEX G : Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

Signed

Date

Name

Position

Enterprise
name

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 09/10 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

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

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contribution: . =(maximum of 10 points)
 (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have

- (a) disqualify the person from the bidding process;

- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

T2.2-27 : Supplier Code of Conduct

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
 - Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

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

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

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

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

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

Signature

T2.2-28: JOB-CREATION SCHEDULE

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

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

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

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

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

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

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

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

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

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

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

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

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

T2.2-29: Organogram & CV's of Key Persons

1. The *Contractor* provides an Organogram of all his key people (both as required by the *Employer* and as independently stated by the *Contractor* under Contract Data Part Two) and how such key people communicate with the *Project Manager* and the *Supervisor* and their delegates all as stated at paragraph 2.4 of C3.1 *Employer's Works* Information.

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

2. Comprehensive CV's should be attached to this schedule:

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

- a) Personal particulars

- Name
- Date and place of birth
- Place (s) of tertiary education and dates associated therewith
- Professional awards

- b) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations) and copies of all these to be attached in the tender submission.

- c) Skills

- d) Name of current employer and position in enterprise

- e) Overview of postgraduate / diploma experience (year, organization and position)

- f) Outline of recent assignments / experience that has a bearing on the scope of work.

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

Key People	Qualifications & Experience
Project/ Construction Manager	<ul style="list-style-type: none"> The Project/Construction Manager should have a relevant qualification in engineering/ Project Management/Construction Management. The Project Manager is required to be professionally registered with the SACPMMP as a Project/ Construction Manager The Project Manager must have experience with the NEC 3 Engineering and Construction Contract.
Site Engineer	<ul style="list-style-type: none"> Site Engineer should at least have Diploma/Technical Civil/ QS/ Construction Qualification. The Site Engineer must have a minimum of 5 years working experience in projects of similar nature to the works. The Site Engineer must have experience working with the NEC3 Engineering and Construction Contract.
Health & Safety Officer	<ul style="list-style-type: none"> Health & Safety officer should have valid professional registration with SACPCMP as a Construction health & Safety Officer. The Health and Safety Officer must have minimum of five (5) years' experience in similar Civil Construction Projects involving roads.
Environmental Officer	<ul style="list-style-type: none"> The Environmental Officer must be in possession of a B degree in Environmental Management. The environmental Officer must have minimum five (5) years' experience in the construction sector.
<i>Contractor's</i> designer	<ul style="list-style-type: none"> The <i>Contractor's</i> designer should have a B.Eng/BSc in Civil Engineering qualification. The <i>Contractor's</i> designer should be registered with the Engineering Council of South Africa (ECSA) as a Professional Engineer. The <i>Contractor's</i> designer must have a minimum of 5 years working experience in road projects or of similar nature to the works.
<i>Quality Officer</i>	<ul style="list-style-type: none"> The Quality Officer should have a relevant Degree/Diploma,

	or Certified qualification in Quality Management Systems. More than 5 years of experience in a quality systems environment and relevant experience in similar type Civil construction projects is required.
<i>Industrial relations Personnel/Officer</i>	<ul style="list-style-type: none"> The Industrial relations Person/Officer should at least have a minimum qualification of National diploma in Labour Law/Relations with minimum 5 years' experience in Construction Projects.
Track Master	<ul style="list-style-type: none"> The Track Master should have a Track Master Diploma/Degree. The Track Master should have a minimum of five years' experience in Rail installation Projects.

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

Key Person Role	Name of Resource
Project/Construction Manager	
Site Engineer	
Health and Safety Officer	
Environmental Officer	
Contractor designer (Civil Engineer)	
Quality Officer	
Industrial Relations Personnel / Officer	
Track Master	

Attached submissions to this schedule:

.....

.....

.....

.....

.....

T2.2-30: Insurance provided by the *Contractor*

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

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

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

To Whom It May Concern,

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

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

INSURED: Transnet (SOC) Limited
PERIOD: 1 April 2022 to 31 March 2023 (Both days inclusive)
DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals
THE INSURED'S VAT NO: 4720103177
THE INSURED'S COMPANY REGISTRATION NO: 1990/000900/30
POSTAL ADDRESS (Head Office) P O Box 72501, Parkview, 2122

CONTRACT WORKS INSURANCE

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

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

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

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

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

Definitions

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

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

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

- Costs & Expenses - Limited to maximum of R50,000,000.
- Expediting Measures – Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000
- Public Relationship Costs - Limited to a maximum of R1,000,000.
- Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000
- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000

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

Main Policy Exclusions :

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

Deductibles:

In respect of loss or damage:

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

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

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

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

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

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

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

PUBLIC LIABILITY

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

Insurer : Stalker Hutchinson (Santam Limited)

Policy Number: 6000/132335

Territorial Limits : The Republic of South Africa.

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

- a) which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) in or on any aircraft; and
- f) being Off-shore contracts

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

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

Policy Limits:

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

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

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

Main Policy Exclusions :

The policy does not cover:

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

PROFESSIONAL INDEMNITY

Professional Indemnity

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

Insurer : Stalker Hutchinson (Santam Limited)

Policy Number: 6000/132337

Jurisdiction : Worldwide excluding North America

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

- a) Contracts which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) in or on any aircraft.
- f) Being Off-shore contracts

"Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

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

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

**Policy Extension
Limits Of Indemnity:**

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

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

Deductibles:

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

Policy Special Conditions :

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

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

Policy Main Exclusions:

- Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- Excludes Supervision.
- Excludes liability arising out of environmental impairment / pollution
- Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other noncompensating damages of any kind.
- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.
- Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.

- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion
- Data exclusion
- State Capture exclusion
- COVID exclusion
- Directors & Officers Exclusion

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

Dennis Govender



Chief Broking Officer

T2.2-31: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor

(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of
tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date



T2.2-32: Forecast Rate of Invoicing

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

<p>Index of documentation attached to this schedule:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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T2.2-33: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

.....

Contractor:

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

Contractor:

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

Contractor:

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

Proposed Sub-contractor 1:

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

Proposed Sub-contractor 2:

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

Proposed Sub-contractor 3:

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

Proposed Sub-contractor 4:

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

Proposed Sub-contractor 5:

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

Proposed Sub-contractor 6:

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

Proposed Sub-contractor 8:

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

Proposed Sub-contractor 9:

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

Proposed Sub-contractor 10:

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

T2.2-34 SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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

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

1. **If your annual turnover is R10 million or less**, then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate. These EME sworn affidavits must be accepted by the . Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities and the template for the sworn affidavit is available at no cost on the website www.thedti.gov.za or EME certificates at CIPC from www.cipic.co.za.

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

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

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

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

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

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

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

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

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

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

SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxxxx):

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

Did your company previously operate under another name?					Yes	No
If YES state the previous details below:						
Trading Name						
Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

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

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

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

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

Most recent Financial Year's Annual Turnover	<R10Million EME	>R10Million <R50Million QSE	>R50Million Large Enterprise
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Does your company have a valid proof of B-BBEE status?										Yes		No	
Please indicate your Broad Based BEE status (Level 1 to 9)					1	2	3	4	5	6	7	8	9
Majority Race of Ownership													
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership							
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans									

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

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



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

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

**ENTERPRISE DEVELOPMENT RECIPIENT**

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

YES ☐ NO ☐

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

Name and Surname		Designation	
Signature		Date	

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths

APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

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

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

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

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

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

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

Deponent Signature

.....

Date

Commissioner of Oaths

Signature & stamp

APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

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

3. I hereby declare under Oath that:

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



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

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature

Date

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

The Contract

Part C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance



C1.1: Form of Offer & Acceptance

Offer

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

THE PROVISION OF THE REHABILITATION AND UPGRADE OF ROADS IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

(Insert name and address of
organisation)

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

Name &
signature of
witness

*(Insert name and address of
organisation)*

Date



Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		

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 1 and 2



C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X7: Delay damages
		X13: Performance Bond
		X16: Retention
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	

Registered address:

**Transnet Corporate Centre
138 Eloff Street
Braamfontein
Johannesburg
2000**

Having elected its Contractual Address for the purposes of this contract as:

Transnet National Ports Authority
237 Mahatma Gandhi Road
Queens Warehouse
Durban
4001

10.1 The *Project Manager* is: (Name) **Mncedisi Nyawo**

Address

**11 Methven Road
Maydon Wharf
Durban
4001**

Tel

031 361 2128

e-mail

Mncedisi.Nyawo3@transnet.net

10.1 The *Supervisor* is: (Name) **Anwar Rodriques**

Address

**237 Mahatma Gandhi Road
Queens Warehouse
Durban
4001**

Tel No.

031 361 8205

e-mail

Anwar.rodriques@transnet.net

11.2(13)	The <i>works</i> are	The provision of the rehabilitation and upgrade of roads in the Port of Durban for a period of twenty-four (24) months.
----------	----------------------	--



11.2(14)	The following matters will be included in the Risk Register	1. High traffic volumes in peak season. 2. Unknown Underground services that may be exposed during construction. 3. Cable theft due to exposed services. 4. Potential Business Forum disrupting site activities. 5. Working in an operational area.
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1."Description of the Site and it surroundings"
11.2(16)	The Site Information is in	Part C4
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	30 May 2025
30.1	The <i>access date</i> is	15 June 2023
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	Two (2) weeks of the Contract Date.
31.2	The <i>starting date</i> is	01 June 2023
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Two (2) weeks.
4	Testing and Defects	
42.2	The <i>defects date</i> is	Fifty-two (52) weeks after Completion of the whole of the <i>works</i>.
43.2	The <i>defect correction period</i> is	Two (2) weeks



5 Payment

50.1 The *assessment interval* is **25th (twenty fifth) day of each successive month.**

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

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

51.4 The *interest rate* is **the prime lending rate of Standard Bank of South Africa.**

6 Compensation events

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

the number of days with rainfall more than 10 mm

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

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

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.

7 Title

No additional data is required for this section of the *conditions of contract*.



8 Risks and insurance

80.1 These are additional *Employer's* **None** risks

84.1 The *Employer* provides these insurances from the Insurance Table

1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
2 Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
3 Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability



4 Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."

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

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

The *Contractor* provides these additional Insurances

- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**



- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor
- 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.
- 5 The insurance coverage referred to in 1, 2, 3, 4, above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.

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

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



84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
B	Priced contract with Bill of Quantities	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Durban, KwaZulu Natal, South Africa



The person or organisation who will choose an arbitrator

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

The Chairman of the Association of Arbitrators (Southern Africa)

12 Data for secondary Option clauses

X1 Price adjustment for inflation

X1.1(a) The *base date* for indices is **March 2023**

X1.1(c) The proportions used to calculate the Price Adjustment Factor are:

Pro-portion	linked to index for	Index prepared by
0.30	Labour (People)	The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa. (Link- http://www.statssa.gov.za/?page_id=1854&PPN=P0141)



0.15	Plant (Equipment)	The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa. (Link - http://www.statssa.gov.za/?page_id=1854&PPN=P0151.1)
0.15	Material (Civil)	The "Civil Engineering Material - Total" index in Table 6 (Civil engineering material price indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa. (Link – http://www.statssa.gov.za/?page_id=1854&PPN=P0151.1); and



0.36

**Material
(Electrical)**

The "Electrical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.

0.03

**Material
(Mechanical)**

The "Mechanical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.



		0.01	Fuel	The "Diesel" index in Table 1 (PPI for final manufactured goods) of the Statistical Release P0142.1 "Producer Price Index" published by Statistics South Africa. (Link - http://www.statssa.gov.za/?page_id=1854&PPN=P0142.1)
		1.00		
		0.15	Non-adjustable	
		*Statistical release P0151 – Contract Price Adjustment Provisions (CPAP) Work Group and Selected Materials Indices		
X2	Changes in the law	No additional data is required for this Option		
X7	Delay damages			
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R7 000,00 per day		
X13	Performance bond			
X13.1	The amount of the performance bond is	5% of the total of the Prices (Incl. VAT)		
X16	Retention			
X16.1	The retention free amount is	Nil		
	The retention percentage is	10% on all payments certified.		



Z *Additional conditions of contract are:*

Z1 *Obligations in respect of Job Creation*

Z1.1 It will be a material term of this contract that the *Contractor* must contribute to the *Employer's* job-creation objectives as set out in Returnable Schedule T2.2-28.

Z1.2 The *Contractor's* undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.2-28 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the *Contractor* has failed in full to meet this specific material term of the contract, which may constitute a reason for termination.

Z1.3 The *Contractor* shall provide to the *Employer*, on a monthly basis or upon receiving an instruction to do so by the *Project Manager*, any documentation and/or evidence required by the *Employer*, which in the *Employer's* opinion would be necessary to verify whether the *Contractor* has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2-28 The *Contractor* shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.



**Z2 Additional clause relating to
Performance Bonds and/or
Guarantees**

Z2.1

The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the *Employer* by a financial institution reasonably acceptable to the *Employer*.



Z3 Additional clauses relating to Joint Venture

Z3.1

Insert the additional core clause 27.5

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

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



constituents to provide the Works.

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

Z3.2

Insert additional core clause 27.6

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

Z4 Additional obligations in respect of Termination

Z4.1

The following will be included under core clause 91.1:

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

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

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



Z5.2 Termination Table

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

Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"

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

Z6 Right Reserved by the Employer to Conduct Vetting through SSA

Z6.1

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

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



Z7 Additional Clause Relating to Collusion in the Construction Industry

Z7.1 The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

Z8 Protection of Personal Information Act

Z8.1 The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

Z9 The first *assessment interval*

Z9.1 In the event that the *Contractor* is not loaded on the vendor data base, the *Project Manager's* first assessment of the amount due will be done once the *Contractor* has been successfully loaded as a vendor on the *Employers* data base following submitting all valid updated documents to the Procurement officer. Therefore, on NEC ECC Clause 50.1 the following text is removed in its entirety "and is no later than the *assessment interval* after the *starting date*"



C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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



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

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

B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components		
41 in SSSC	The percentage for people overheads is:	%		
21 in SSSC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSSC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SSSC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate



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



C1.3 Forms of Securities

Pro forma Performance Guarantee

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

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

Option X13: Performance bond

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

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

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

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



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

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

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

Date:

Dear Sirs,

Performance Bond for Contract No. TNPA/2022/11/1352/15874/RFP

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

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

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

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

I/We the undersigned _____

on behalf of the
Guarantor _____

of physical address _____

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

1. The terms *Employer*, *Contractor*, *Project Manager*, *works* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Exclusion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.



3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.
4. This bond will lapse on the earlier of
 - the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
 - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:

(say)

R _____



8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed _____ on this _____ day of _____ 201_

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

C1.3: Form of Guarantee



C1.3 Forms of Securities

Pro forma Performance Guarantee

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

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

Option X13: Performance bond

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

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

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

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



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

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

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

Date:

Dear Sirs,

Performance Bond for Contract No. TNPA/2022/11/1352/15874/RFP

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

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

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

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

I/We the undersigned

on behalf of the
Guarantor

of physical address

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

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



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

Signed at _____ on this _____ day of _____ 201_

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

Part C2: Pricing Data

C2.1 Pricing Instructions – Option B

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	5
C2.2	The <i>bill of quantities</i>	55

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 ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum ¹	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Workday

2.2. General assumptions

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

- 2.2.1. 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.

C2.2 The *bill of quantities*

ITEM NO	DESCRIPTION	PAGE	AMOUNT
	Summary Page		
	Section A: Maydon Wharf		R
	Section B: Bayhead Park		R
	Section C: Island View		R
	Amount (excluding VAT) carried forward to form of Offer and Acceptance		R
	15% VAT		R
	Amount (including VAT) carried forward to form of Offer and Acceptance		R

ITEM NO	DESCRIPTION	PAGE	AMOUNT
	Section A: Maydon Wharf Summary Page		
1200	General Requirements and Provisions		R
1300	Contractors Establishment on Site and General Obligations		R
1400	Housing, Offices and Laboratories for The Engineer's Site Personnel		R
1500	Accommodation of Traffic		R
1600	Overhaul		R
1700	Clearing and Grubbing		R
2100	Drains		R
2200	Prefabricated Culverts		R
2300	Concrete Kerbing, Concrete Channelling, Chutes and Downpipes, and Concrete Linings for Open Drains		R
3600	Crushed-Stone Base		R
3800	Breaking Up Existing Pavement Layers		R
4100	Prime Coat		R
4200	Asphalt Base and Surfacing		R
5400	Guardrails		R
5600	Road Signs		R
5700	Road Markings		R
D1000	Dayworks		R
	Total		R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	MAYDON WHARF				
1200	GENERAL REQUIREMENTS AND PROVISIONS Preamble: General Requirements will be paid in alignment to the work done Materials on site will be paid according to completed work				
12.01	Relocation and protection of existing services (a) Provisional sum for existing services to be relocated and/or protected during construction (i) Water Services (ii) Electrical Services (iii) Other Services	Prov Sum Prov Sum Prov Sum	1 1 1	R120,000.00 R120,000.00 R 75,000.00	
12.02	Construction of new survey beacons and protection of existing survey beacons: (a) Provisional sum for new survey beacons to be constructed, or for existing survey beacons to be protected during construction (b) Provisional Sum for existing services to be relocated and/or protected during construction	Prov Sum Prov Sum	1 1	R60,000.00 R500,000.00	
12.03	As-Built Survey (a) Survey on Site (Including As-Built Survey) (b) Survey of Rail	Prov Sum Prov Sum	1 1	R225,000.00 R10,000.00	
12.04	Training (a) Skills Transfer for the duration of the contract	Prov Sum	1	R 60,000.00	
12.05	Workmanship and Quality Control	Prov Sum	1	R100,000.00	
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1300	<u>CONTRACTORS ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u> <u>Preamble: General Obligations will be paid in alignment to the work done</u> <u>Materials on site will be paid according to completed work</u>				
13.01	<u>The contractor's general obligations</u>				
	(a) Fixed obligations.	Sum	1		
	(b) Value-related obligations	Sum	1		
	(c) Time-related obligations	Month	24		
13.02	Health and Safety "(a) Fixed obligations for the preparation of risk assessments, safe work procedures, the project Health & Safety file, the Health & Safety plan and any other Health & Safety matters that the Contractor deems necessary lump sum (Sum) and checking, the project H & S file, etc. "	Sum	1		
	(b) Time-related obligations for updating and amending the risk assessments, the safe work procedures, the project Health & Safety file and the Health & Safety plan, and for full compliance with all Health & Safety matters during the construction of the Works under the contract	Month	24		
	Traffic Safety Officer	Month	24		
13.03	Compensation for Environmental Control				
	(a) Environmental Control Officer provided by the Contract	Month	24		
	(b) EMP requirements for the Contract	sum	1		
13.04	Contract Signboards	No.	2		
13.05	Additional Security at tie in point	Month	24		

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	SUB-TOTAL CARRIED FORWARD				R
	SUB-TOTAL BROUGHT FORWARD				R
13.06	Specialist Assessments				
	i) Geotechnical Assessments	Prov Sum	1	R500,000.00	
	ii) Additional Geotechnical Assessments	Prov Sum	1	R100,000.00	
	iii) HAZCON Study	Prov Sum	1	R150,000.00	
13.07	Engineering Fees				
	(a) Basic Engineering Fees as for Professional Services in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000)	Prov Sum	1	R5,000,000.00	
	(b) Traffic Engineering Services	Prov Sum	1	R500,000.00	
	(c) Electrical Engineering Fees	Prov Sum	1	R500,000.00	
	(d) Site Supervision and Monitoring	month	24		
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1400	<u>HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL</u>				
14.01	Office and laboratory accommodation: The provision of accommodation as specified, including roof, external and internal walls, windows complete with glazing, doors with locks and fittings, burglar proofing, painting, floors, fencing, the provision of a 220 /250volt electrical installation wiring, switchboards, etc, water and sewerage installation, and stores complete, in accordance with the drawings and specifications, except for items scheduled elsewhere:				
	(a) Offices (interior floor space only)	m2	30		
	(b) Ablution units	m2	5		
14.02	Office and laboratory furniture:				
	(a) Chairs	No	10		
	(b) Desks, complete with drawers and locks	No	2		
	(c) Drawing tables	No	1		
	(d) Conference tables (8-seater)	No	1		
14.03	Office and laboratory fittings, installations and equipment:				
	<u>(a) Items measured by number:</u>				
	(i) 400/231 volt 3-phase power points	No	1		
	(ii) Wash-hand basins complete with taps and drains	No	1		
	SUB-TOTAL CARRIED FORWARD				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	SUB-TOTAL BROUGHT FORWARD				R
14.04	(iii) Fire extinguishers, 9,0 kg, all-purpose dry powder type, complete, mounted on wall with brackets	No	1		
	(iv) Air-conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	No	2		
	(v) General-purpose steel cupboards with shelves	No	1		
	(vi) Steel filing cabinets with drawers	No	1		
	(vii) Refrigerators (300 l min)	No	1		
	(viii) Rain gauge	No	1		
	(ix) Minimum and maximum thermometer	No	1		
	Services:				
	The provision of water, electricity, low pressure gas, sewerage, septic tanks, sewage and rubbish removal, cleaning services, maintenance and repairs, all as specified in clause 1404, including the construction and maintenance of the access roads, footpath				
	(a) Services at offices and laboratories				
	(i) Fixed costs	Lump sum	1		
	(ii) Running costs	Month	10		
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1500	<u>ACCOMMODATION OF TRAFFIC</u>				
15.01	Accommodating traffic and maintaining temporary deviations	Km	3.49		
15.02	Temporary traffic control facilities				
	(a) Flagmen	Man-day	616		
	(b) Portable STOP and GO-RY signs	No	4		
	(c) Temporary traffic control signs				
	(i) Size :1200mm (warning signs)	No	8		
	(ii) Size: 900mm (regulatory signs)	No	8		
	(d) Delineators				
	(i) Single	No	50		
	(ii) Mounted back-to-back	No	10		
	(i) Movable barricade/road sign combination (TW 411) (1800mm x 300mm) and (TR103/RR104/900 dia.)	No	4		
	(j) Traffic cones (size indicated)	No	80		
	(k) Movable barriers (yellow plastic Jersey type. double sided)	No	500		
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1600	OVERHAUL				
16.02	Overhaul on material hauled in excess of 1.0 km (ordinary overhaul)	m ³ -km	25 000		
TOTAL CARRIED OVER TO SUMMARY PAGE					R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1700	CLEARING AND GRUBBING				
17.05	Clearing out of hydraulic structures:				
	(a) Pipes with an internal diameter up to and including 750mm	m3	5975		
	(b) Pipes with an internal diameter exceeding 750mm	m3	2800		
	(c) Stormwater including channels and kerbs	m	2050		
	(d) Road gutter and verges around each manhole	m	7100		
17.07	Mechanical cleaning of hydraulic structures, pipes and portal culverts	hr	100		
17.08	Inspection of underground stormwater pipes using CCTV cameras for identification of defects	m	2050		
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2100	<u>DRAINS</u>				
21.02	Clearing and shaping existing open drains	m	3490		
21.08	Pipes in subsoil drainage systems:				
	(a) 100mm Internal diameter, perforated uPVC pipes and fittings, normal duty, complete with couplings	m	2000		
	(b) 150mm Internal diameter, perforated uPVC pipes and fittings, normal duty, complete with couplings	m	2000		
21.10	Grade A7 or similar approved synthetic-fibre filter fabric for placing as separation layer under and above pioneer layer..	m ²	2000		
	Concrete outlet structures, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems:				
	(b) Manhole boxes	No	600		
	(c) Junction boxes	No	600		
	(d) Cleaning eyes	No	600		
	Overhaul for material hauled in excess of 1,0 km free haul (normal overhaul)	m ³ -km	2,000		
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2200	PREFABRICATED CULVERTS				
22.03	Concrete pipe culverts				
	c) On class C bedding				
	(i) 450mm dia. Spigot and Socket Class 75D with Rubber Collars	m	2000		
	(ii) 600mm dia. Spigot and Socket Class 75D with Rubber Collars	m	2000		
22.12	Removing existing concrete:				
	(a) Plain concrete	m ³	2000		
	(b) Reinforced concrete	m ³	2000		
	(c) Brickwork	m ³	2000		
22.17	Manholes, catchpits, precast inlet, and outlet structures complete:				
	(a) Manholes (type indicated):				
	(i) Type A manholes	No	300		
	(b) Catchpits				
	(i) Type D3 inlets	No	300		
	(ii) Type S1 inlets	No	150		
	(iii) Type S2 inlet	No	100		
	(iv) Type S inlet	No	50		
	(d) Extra over or less than subitem 27.17(a) for variations in the depths of manholes from the standard depth designated for tendering purposes (standard depth and type of manhole indicated):				
	(i) Type A manholes:				
	(a) 1,5 m standard depth	No.			Rate Only
	(e) Extra over or less than subitem 27.17(b) for variations in the depths of catchpits from the standard depth designated for tendering purposes (standard depth and type of catchpit indicated):				
	SUB-TOTAL CARRIED FORWARD				R

SUB-TOTAL BROUGHT FORWARD					
					R
	(i) Type D3 inlets: (a) 1,5 m standard depth	No.			Rate Only
	(ii) Type S2 inlets: (a) 1,5 m standard depth Accessories	No.			Rate Only
22.21	(a) Manhole covers including frames (1) Heavy-Duty square manhole cover and frame	No	1000		
22.26	Hand excavation to determine the positions of existing services.	m³	200		
TOTAL CARRIED OVER TO SUMMARY PAGE					R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS				
23.01	Concrete kerb-channel combination (a) 500mm wide combined precast kerb to SABS 927 (Figure 6) and cast in situ channel	m	14160		
23.04	Cast in situ concrete channel (a) Concrete Class 15/20 (b) Formwork F2 surface finish	m³ m²	1947 97		
23.16	Demolition and removal of existing kerbs and/or channel	m³	7080		
TOTAL CARRIED OVER TO SUMMARY PAGE					R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3600	CRUSHED-STONE BASE				
36.01	Crushed-stone base:				
	(a) Constructed from type G2 material obtained from commercial sources including all haulage compacted to 105% Mod. AASHTO density, 150mm thick	m ³	2248		
	(b) Constructed from type G5 material obtained from commercial sources including all haulage compacted to 98% Mod. AASHTO density, 150mm thick	m ³	2896		
	(c) Constructed from type G7 material obtained from commercial sources including all haulage compacted to 98% Mod. AASHTO density, 150mm thick	m ³	648		
	(d) Extra over for Item 36,01 of Crushed-stone base in restricted areas	m ³	514		
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3800	BREAKING UP EXISTING PAVEMENT LAYERS				
38.01	Milling out existing bituminous material with an average milling depth:				
	(a) Not exceeding 160 mm	m ³	14985		
	Excavating and spoiling material from an existing pavement and/or the underlying fill:				
	(a) Non-cemented material	m ³	8092		
38.04	Sawing or cutting asphalt or cemented pavement layers:				
	(a) Sawing asphalt	m ³	14985		
	Removal of Track Material				
38.05	Remove Track (Uplift track from ballast, Remove Rai, Ballast and Sleepers and stack aside)	m.track	2500		

	SUB-TOTAL CARRIED FORWARD				R
	SUB-TOTAL BROUGHT FORWARD				R
38.06	Remove stop block	No.	10		
38.07	Remove 1:9 turnout	No.	5		
38.08	Pull rails out of roadway construction site using heavy machines	m	2500		
38.09	Isolate power and strip off all OHTE cables	sum	1		
38.10	Removal of signal boxes and cables	sum	1		
	Installation of Track Material				
38.11	Survey and setting out of track alignment and referencing	m	2500		
38.12	Supply and lay down geotextile material	m2	10000		
38.13	Supply, Transport and distribute ballast with trucks	m3	4500		
38.14	Supply, Transport, and distribute all sleepers and sleeper fastenings	each	1850		
38.15	Allowance for damaged rails, Supply of 48Kg/m new rails	m	250		
38.16	Allowance for damaged, Supply of new 1:9 turnout	No.	5		
38.17	Reinstall previously removed rails and rail fastening and all relevant work	m	2500		
38.18	Lift and tamp track	m of Track	2500		
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
4100	PRIME COAT				
41.01	Prime Coat:				
	c) MC-30 cut-back bitumen	m ²	220100		
41.03	Extra over item 41.01 for applying the prime coat in areas accessible only to handheld equipment,	m ²	44020		
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
4200	ASPHALT BASE AND SURFACING				
42.02	Asphalt surfacing				
	(a) 40mm Asphalt Surfacing, medium	t	8.901		
42.04	Tack coat of 30% stable-grade emulsion	litre	55025		
42.07	Trial sections (40mm thick)	m ²	890		
42.15	Application of prime coat and/or tack coat to the edges of a layer	m ²	22010		
42.25	25mm asphalt surfacing for 1,5m wide Sidewalk	m ²	194		
42.26	Construct 240 Asphalt wearing course (SA/V14)	t	3.596		
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
5400	GUARDRAILS				
54.01	Guardrails on concrete posts:				
	(a) Galvanised in accordance with SANS 121/ISO 1461	m	3956		
54.03	Extra over items 54.01 for horizontally curved guardrails factory bent to a radius of less than 45m	m	989		
54.04	End treatments:				
	(a) End wings	No	30		
	(b) Bull noses	No	30		
54.06	Reflective plates	No	100		
54.07	Removing & storage of existing guardrails	m	3956		
TOTAL CARRIED OVER TO SUMMARY PAGE					R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
5600	ROAD SIGNS				
56.01	Provisional Allowance for Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class I retro-reflective material	Prov Sum	1	R1,000,000,00	
TOTAL CARRIED OVER TO SUMMARY PAGE					R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
5700	ROAD MARKINGS				
57.02	Retro-reflective road-marking paint				
	(a) White lines (broken or unbroken)				
	(i) 100 mm wide	km	9.89		
	(b) Yellow lines (broken or unbroken)				
	(i) 100 mm wide	km	4.95		
	(d) White lettering and symbols	m ²	1400		
57.06	Setting out and pre-marking the lines (excluding traffic-island markings, lettering, and symbols)	km	9.89		
57.07	Setting out and pre-marking the traffic-island markings, lettering, and symbols	m ²	1400		
TOTAL CARRIED OVER TO SUMMARY PAGE					R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
D1000	DAYWORKS				
	a) Personnel				
	i) Unskilled	Hr			Rate Only
	(ii) Skilled	Hr			Rate Only
	iii) Foreman	Hr			Rate Only
	b) Plant and Equipment				
	(a) Tipper Trucks - 6 cubic metres	Hr			Rate Only
	(b) Front End Loader (0,5 m ³) bucket	Hr			Rate Only
	(c) TLB (digger loader)	Hr			Rate Only
	(d) Excavator (20 - 30 ton)	Hr			Rate Only
	(e) Grader (AT 140 G or similar)	Hr			Rate Only
	(f) Compactor (Bomag 90 or similar)	Hr			Rate Only
	(g) Water truck (5000 litre)	Hr			Rate Only
	(h) Light delivery vehicle (LDV)	Hr			Rate Only
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	PAGE	AMOUNT
	Section B: Bayhead Park Summary Page		
1200	General Requirements and Provisions		R
1300	Contractors Establishment on Site and General Obligations		R
1400	Housing, Offices and Laboratories for The Engineer's Site Personnel		R
1500	Accommodation of Traffic		R
1600	Overhaul		R
1700	Clearing and Grubbing		R
2100	Drains		R
2200	Prefabricated Culverts		R
2300	Concrete Kerbing, Concrete Channelling, Chutes and Downpipes, and Concrete Linings for Open Drains		R
3600	Crushed-Stone Base		R
3800	Breaking Up Existing Pavement Layers		R
4100	Prime Coat		R
4200	Asphalt Base and Surfacing		R
5400	Guardrails		R
5600	Road Signs		R
5700	Road Markings		R
D1000	Dayworks		R
	Total		R

Contract	Page 27 of 60	C2.1
Part C2: Pricing Data		Pricing instructions ECC3 Option B
CPM 2020 Rev 01		

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1300	<u>CONTRACTORS ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u> <u>Preamble: General Obligations will be paid in alignment to the work done</u> <u>Materials on site will be paid according to completed work</u>				
13.01	<u>The contractor's general obligations</u>				
	(a) Fixed obligations.	Sum	1		
	(b) Value-related obligations	Sum	1		
	(c) Time-related obligations	Month	24		
13.02	Health and Safety				
	"(a) Fixed obligations for the preparation of risk assessments, safe work procedures, the project Health & Safety file, the Health & Safety plan and any other Health & Safety matters that the Contractor deems necessary lump sum (Sum) and checking, the project H & S file, etc. "	Sum	1		
	(b) Time-related obligations for updating and amending the risk assessments, the safe work procedures, the project Health & Safety file and the Health & Safety plan, and for full compliance with all Health & Safety matters during the construction of the Works under the contract	Month	24		
	Traffic Safety Officer	Month	24		
13.03	Compensation for Environmental Control				
	(a) Environmental Control Officer provided by the Contract	Month	24		
	(b) EMP requirements for the Contract	sum	1		
13.04	Contract Signboards	No.	2		
13.05	Additional Security at tie in point	Month	24		

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	SUB-TOTAL CARRIED FORWARD				R
	SUB-TOTAL BROUGHT FORWARD				R
13.06	Specialist Assessments				
	i) Geotechnical Assessments	Prov Sum	1	R100,000.00	
	ii) Additional Geotechnical Assessments	Prov Sum	1	R100,000.00	
	iii) HAZCON Study	Prov Sum	1	R150,000.00	
13.07	Engineering Fees				
	(a) Basic Engineering Fees as for Professional Services in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000)	Prov Sum	1	R1,500,000.00	
	(b) Traffic Engineering Services	Prov Sum	1	R250,000.00	
	(c) Electrical Engineering Fees	Prov Sum	1	R250,000.00	
	(d) Site Supervision and Monitoring	month	24		
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1400	<u>HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL</u>				
14.01	Office and laboratory accommodation: The provision of accommodation as specified, including roof, external and internal walls, windows complete with glazing, doors with locks and fittings, burglar proofing, painting, floors, fencing, the provision of a 220 /250volt electrical installation wiring, switchboards, etc, water and sewerage installation, and stores complete, in accordance with the drawings and specifications, except for items scheduled elsewhere:				
	(a) Offices (interior floor space only)	m2	30		
	(b) Ablution units	m2	5		
14.02	Office and laboratory furniture:				
	(a) Chairs	No	10		
	(b) Desks, complete with drawers and locks	No	2		
	(c) Drawing tables	No	1		
	(d) Conference tables (8-seater)	No	1		
14.03	Office and laboratory fittings, installations and equipment: <u>(a) Items measured by number:</u>				
	(i) 400/231 volt 3-phase power points	No	1		
	(ii) Wash-hand basins complete with taps and drains	No	1		
	(iii) Fire extinguishers, 9,0 kg, all-purpose dry powder type, complete, mounted on wall with brackets	No	1		
	(iv) Air-conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	No	2		

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	SUB-TOTAL CARRIED FORWARD				R
	SUB-TOTAL BROUGHT FORWARD				R
14.04	(v) General-purpose steel cupboards with shelves	No	1		
	(vi) Steel filing cabinets with drawers	No	1		
	(vii) Refrigerators (300 l min)	No	1		
	(viii) Rain gauge	No	1		
	(ix) Minimum and maximum thermometer	No	1		
	Services:				
	The provision of water, electricity, low pressure gas, sewerage, septic tanks, sewage and rubbish removal, cleaning services, maintenance and repairs, all as specified in clause 1404, including the construction and maintenance of the access roads, footpath				
	(a) Services at offices and laboratories				
	(i) Fixed costs	Lump sum	1		
	(ii) Running costs	Month	24		
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1500	<u>ACCOMMODATION OF TRAFFIC</u>				
15.01	Accommodating traffic and maintaining temporary deviations	Km	0.8		
15.02	Temporary traffic control facilities				
	(a) Flagmen	Man-day	316		
	(b) Portable STOP and GO-RY signs	No	4		
	(c) Temporary traffic control signs				
	(i) Size :1200mm (warning signs)	No	8		
	(ii) Size: 900mm (regulatory signs)	No	8		
	(d) Delineators				
	(i) Single	No	50		
	(ii) Mounted back-to-back	No	10		
	(i) Movable barricade/road sign combination (TW 411) (1800mm x 300mm) and (TR103/RR104/900 dia.)	No	4		
	(j) Traffic cones (size indicated)	No	80		
	(k) Movable barriers (yellow plastic Jersey type. double sided)	No	160		
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1600	OVERHAUL				
16.02	Overhaul on material hauled in excess of 1.0 km (ordinary overhaul)	m ³ -km	1000		
TOTAL CARRIED OVER TO SUMMARY PAGE					R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1700	CLEARING AND GRUBBING				
17.05	Clearing out of hydraulic structures:				
	(a) Pipes with an internal diameter up to and including 750mm	m3	1000		
	(b) Pipes with an internal diameter exceeding 750mm	m3	1000		
	(c) Stormwater including channels and kerbs	m	1000		
	(d) Road gutter and verges around each manhole	m	1000		
17.07	Mechanical cleaning of hydraulic structures, pipes and portal culverts	hr	50		
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2100	<u>DRAINS</u>				
21.02	Clearing and shaping existing open drains	m	1000		
21.08	Pipes in subsoil drainage systems:				
	(a) 100mm Internal diameter, perforated uPVC pipes and fittings, normal duty, complete with couplings	m	1000		
	(b) 150mm Internal diameter, perforated uPVC pipes and fittings, normal duty, complete with couplings	m	1000		
21.10	Grade 2 or similar approved synthetic-fibre filter fabric.	m ²	1000		
	Concrete outlet structures, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems:				
	(b) Manhole boxes	No	80		
	(c) Junction boxes	No	80		
	(d) Cleaning eyes	No	80		
	Overhaul for material hauled in excess of 1,0 km free haul (normal overhaul)	m ³ -km	1,000		
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2200	PREFABRICATED CULVERTS				
22.03	Concrete pipe culverts c) On class C bedding	m	1000		
	(i) 450mm dia. Spigot and Socket Class 75D with Rubber Collars	m	1000		
	(ii) 600mm dia. Spigot and Socket Class 75D with Rubber Collars	m	1000		
22.12	Removing existing concrete:				
	(a) Plain concrete	m ³	1000		
	(b) Reinforced concrete	m ³	1000		
	(c) Brickwork	m ³	1000		
22.17	Manholes, catchpits, precast inlet, and outlet structures complete:				
	(a) Manholes (type indicated):				
	(i) Type A manholes	No	30		
	(b) Catchpits				
	(i) Type D3 inlets	No	30		
	(ii) Type S1 inlets	No	20		
	(iii) Type S2 inlets	No	10		
	(iv) Type S inlet	No	5		
	(d) Extra over or less than subitem 27.17(a) for variations in the depths of manholes from the standard depth designated for tendering purposes (standard depth and type of manhole indicated):				
	(i) Type A manholes:				
	(a) 1,5 m standard depth	No.			Rate Only
	(e) Extra over or less than subitem 27.17(b) for variations in the depths of catchpits from the standard depth designated for tendering purposes (standard depth and type of catchpit indicated):				
	(i) Type D3 inlets:				
	(a) 1,5 m standard depth	No.			Rate Only

	SUB-TOTAL CARRIED FORWARD				R
	SUB-TOTAL BROUGHT FORWARD				R
	(ii) Type S2 inlets: (a) 1,5 m standard depth	No.			Rate Only
22.21	Accessories				
	(a) Manhole covers including frames				
	(1) Heavy-Duty square manhole cover and frame	No	30		
22.26	Hand excavation to determine the positions of existing services.	m ³	200		
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS				
23.01	Concrete kerb-channel combination				
	(a) 500mm wide combined precast kerb to SABS 927 (Figure 6) and cast in situ channel	m	1620		
23.04	Cast in situ concrete channel				
	(a) Concrete Class 15/20	m ³	202		
	(b) Formwork F2 surface finish	m ²	202		
23.16	Demolition and removal of existing kerbs and/or channel	m ³	1620		
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3600	CRUSHED-STONE BASE				
36.01	Crushed-stone base:				
	(a) Constructed from type G2 material obtained from commercial sources including all haulage compacted to 105% Mod. AASHTO density, 150mm thick	m ³	2248		
	(b) Constructed from type G5 material obtained from commercial sources including all haulage compacted to 98% Mod. AASHTO density, 150mm thick	m ³	2896		
	(c) Constructed from type G7 material obtained from commercial sources including all haulage compacted to 98% Mod. AASHTO density, 150mm thick	m ³	648		
	(d) Extra over for Item 36,01 of Crushed-stone base in restricted areas	m ³	514		
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3800	BREAKING UP EXISTING PAVEMENT LAYERS				
38.04	Excavating and spoiling material from an existing pavement and/or the underlying fill:				
	(a) Non-cemented material	m ³	8092		
	Sawing or cutting asphalt or cemented pavement layers:				
	(a) Sawing asphalt	m ²	14985		
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
4100	PRIME COAT				
41.01	Prime Coat:				
	c) MC-30 cut-back bitumen	m ²	14985		
41.03	Extra over item 41.01 for applying the prime coat in areas accessible only to handheld equipment,	m ²	2997		
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
4200	ASPHALT BASE AND SURFACING				
42.02	Asphalt surfacing				
	(a) 40mm Asphalt Surfacing, medium	t	8.901		
42.04	Tack coat of 30% stable-grade emulsion	l	18731		
42.07	Trial sections (40mm thick)	m ²	890		
42.15	Application of prime coat and/or tack coat to the edges of a layer	m ²	1499		
42.25	25mm asphalt surfacing for 1,5m wide Sidewalk	m ²	97.2		
42.26	Construct 240 Asphalt wearing course (SA/V14)	t	3.596		
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
5400	GUARDRAILS				
54.01	Guardrails on concrete posts:				
	(a) Galvanised in accordance with SANS 121/ISO 1461	m	1170		
54.03	Extra over items 54.01 for horizontally curved guardrails factory bent to a radius of less than 45m	m	293		
54.04	End treatments:				
	(a) End wings	No	4		
	(b) Bull noses	No	4		
54.06	Reflective plates	No	40		
54.07	Removing & storage of existing guardrails	m	1170		
TOTAL CARRIED OVER TO SUMMARY PAGE					R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
5600	ROAD SIGNS				
56.01	Provisional Allowance for Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class I retro-reflective material	Prov Sum	1	R 50,000,00	
TOTAL CARRIED OVER TO SUMMARY PAGE					R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
5700	ROAD MARKINGS				
57.02	Retro-reflective road-marking paint				
	(a) White lines (broken or unbroken)				
	(i) 100 mm wide	km	1.6		
	(b) Yellow lines (broken or unbroken)				
	(i) 100 mm wide	km	2		
	(d) White lettering and symbols	m ²	200		
57.06	Setting out and pre-marking the lines (excluding traffic-island markings, lettering, and symbols)	km	1.6		
TOTAL CARRIED OVER TO SUMMARY PAGE					R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
D1000	DAYWORKS				
	a) Personnel				
	i) Unskilled	Hr			Rate Only
	(ii) Skilled	Hr			Rate Only
	iii) Foreman	Hr			Rate Only
	b) Plant and Equipment				
	(a) Tipper Trucks - 6 cubic metres	Hr			Rate Only
	(b) Front End Loader (0,5 m³) bucket	Hr			Rate Only
	(c) TLB (digger loader)	Hr			Rate Only
	(d) Excavator (20 - 30 ton)	Hr			Rate Only
	(e) Grader (AT 140 G or similar)	Hr			Rate Only
	(f) Compactor (Bomag 90 or similar)	Hr			Rate Only
	(g) Water truck (5000 litre)	Hr			Rate Only
	(h) Light delivery vehicle (LDV)	Hr			Rate Only
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	PAGE	AMOUNT
	Section C: Island View Summary Page		
1200	General Requirements and Provisions		R
1300	Contractors Establishment on Site and General Obligations		R
1400	Housing, Offices and Laboratories for The Engineer's Site Personnel		R
1500	Accommodation of Traffic		R
1600	Overhaul		R
1700	Clearing and Grubbing		R
2100	Drains		R
2200	Prefabricated Culverts		R
2300	Concrete Kerbing, Concrete Channelling, Chutes and Downpipes, and Concrete Linings for Open Drains		R
3600	Crushed-Stone Base		R
3800	Breaking Up Existing Pavement Layers		R
4100	Prime Coat		R
4200	Asphalt Base and Surfacing		R
5600	Road Signs		R
5700	Road Markings		R
D1000	Dayworks		R
	Total		R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	<u>Island View</u>				
1200	<u>GENERAL REQUIREMENTS AND PROVISIONS</u> <u>Preamble: General Requirements will be paid in alignment to the work done</u> <u>Materials on site will be paid according to completed work</u>				
12.01	Relocation and protection of existing services				
	(a) Provisional sum for existing services to be relocated and/or protected during construction				
	(i) Water Services	Prov Sum	1	R120,000.00	
	(ii) Electrical Services	Prov Sum	1	R120,000.00	
	(iii) Other Services	Prov Sum	1	R 75,000.00	
12.02	Construction of new survey beacons and protection of existing survey beacons:				
	(a) Provisional sum for new survey beacons to be constructed, or for existing survey beacons to be protected during construction	Prov Sum	1	R60,000.00	
	(b) Provisional Sum for existing services to be relocated and/or protected during construction	Prov Sum	1	R500,000.00	
12.03	As-Built Survey				
	(a) Survey on Site (Including As-Built Survey)	Prov Sum	1	R225,000.00	
12.04	Training				
	(a) Skills Transfer for the duration of the contract	Prov Sum	1	R 60,000.00	
12.05	Workmanship and Quality Control	Prov Sum	1	R100,000.00	

	TOTAL CARRIED OVER TO SUMMARY PAGE				R
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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1300	<u>CONTRACTORS ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u> <u>Preamble: General Obligations will be paid in alignment to the work done</u> <u>Materials on site will be paid according to completed work</u>				
13.01	<u>The contractor's general obligations</u>				
	(a) Fixed obligations.	Sum	1		
	(b) Value-related obligations	Sum	1		
	(c) Time-related obligations	Month	24		
13.02	Health and Safety				
	"(a) Fixed obligations for the preparation of risk assessments, safe work procedures, the project Health & Safety file, the Health & Safety plan and any other Health & Safety matters that the Contractor deems necessary lump sum (Sum) and checking, the project H & S file, etc. "	Sum	1		
		Month	24		
	(b) Time-related obligations for updating and amending the risk assessments, the safe work procedures, the project Health & Safety file and the Health & Safety plan, and for full compliance with all Health & Safety matters during the construction of the Works under the contract				
	Traffic Safety Officer	Month	24		
13.03	Compensation for Environmental Control				
	(a) Environmental Control Officer provided by the Contract	Month	24		
	(b) EMP requirements for the Contract	sum	1		
13.04	Contract Signboards	No.	2		
13.05	Additional Security at tie in point	Month	24		

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	SUB-TOTAL CARRIED FORWARD				R
	SUB-TOTAL CARRIED FORWARD				R
13.06	Specialist Assessments				
	i) Geotechnical Assessments	Prov Sum	1	R100,000.00	
	ii) Additional Geotechnical Assessments	Prov Sum	1	R100,000.00	
	iii) HAZCON Study	Prov Sum	1	R150,000.00	
13.07	Engineering Fees				
	(a) Basic Engineering Fees as for Professional Services in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000)	Prov Sum	1	R1,000,000.00	
	(b) Traffic Engineering Services	Prov Sum	1	R250,000.00	
	(c) Electrical Engineering Fees	Prov Sum	1	R250,000.00	
	(d) Site Supervision and Monitoring	month	24		
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1400	<u>HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL</u>				
14.01	Office and laboratory accommodation: The provision of accommodation as specified, including roof, external and internal walls, windows complete with glazing, doors with locks and fittings, burglar proofing, painting, floors, fencing, the provision of a 220 /250volt electrical installation wiring, switchboards, etc, water and sewerage installation, and stores complete, in accordance with the drawings and specifications, except for items scheduled elsewhere:				
	(a) Offices (interior floor space only)	m2	30		
	(b) Ablution units	m2	5		
14.02	Office and laboratory furniture:				
	(a) Chairs	No	10		
	(b) Desks, complete with drawers and locks	No	2		
	(c) Drawing tables	No	1		
	(d) Conference tables (8-seater)	No	1		
14.03	Office and laboratory fittings, installations and equipment:				
	<u>(a) Items measured by number:</u>				
	(i) 400/231 volt 3-phase power points	No	1		
	(ii) Wash-hand basins complete with taps and drains	No	1		
	(iii) Fire extinguishers, 9,0 kg, all-purpose dry powder type, complete, mounted on wall with brackets	No	1		
	(iv) Air-conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	No	2		
	(v) General-purpose steel cupboards with shelves	No	1		

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	SUB-TOTAL CARRIED FORWARD				R
	SUB-TOTAL CARRIED FORWARD				R
14.04	(vi) Steel filing cabinets with drawers	No	1		
	(vii) Refrigerators (300 l min)	No	1		
	(viii) Rain gauge	No	1		
	(ix) Minimum and maximum thermometer	No	1		
	Services:				
	The provision of water, electricity, low pressure gas, sewerage, septic tanks, sewage and rubbish removal, cleaning services, maintenance and repairs, all as specified in clause 1404, including the construction and maintenance of the access roads, footpath				
	(a) Services at offices and laboratories				
	(i) Fixed costs	Lump sum	1		
	(ii) Running costs	Month	24		
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1500	<u>ACCOMMODATION OF TRAFFIC</u>				
15.01	Accommodating traffic and maintaining temporary deviations	Km	3.83		
15.02	Temporary traffic control facilities				
	(a) Flagmen	Man-day	616		
	(b) Portable STOP and GO-RY signs	No	4		
	(c) Temporary traffic control signs				
	(i) Size :1200mm (warning signs)	No	8		
	(ii) Size: 900mm (regulatory signs)	No	8		
	(d) Delineators				
	(i) Single	No	50		
	(ii) Mounted back-to-back	No	10		
	(i) Movable barricade/road sign combination (TW 411) (1800mm x 300mm) and (TR103/RR104/900 dia.)	No	4		
	(j) Traffic cones (size indicated)	No	80		
	(k) Movable barriers (yellow plastic Jersey type. double sided)	No	500		
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1600	OVERHAUL				
16.02	Overhaul on material hauled in excess of 1.0 km (ordinary overhaul)	m ³ -km	3830		
TOTAL CARRIED OVER TO SUMMARY PAGE					R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1700	CLEARING AND GRUBBING				
17.05	Clearing out of hydraulic structures:				
	(a) Pipes with an internal diameter up to and including 750mm	m3	1915		
	(b) Pipes with an internal diameter exceeding 750mm	m3	2380		
	(c) Stormwater including channels and kerbs	m	1915		
	(d) Road gutter and verges around each manhole	m	3830		
17.07	Mechanical cleaning of hydraulic structures, pipes and portal culverts	hr	50		
17.08	Inspection of underground stormwater pipes using CCTV cameras for identification of defects	m	1915		
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2100	<u>DRAINS</u>				
21.02	Clearing and shaping existing open drains	m	3490		
21.08	Pipes in subsoil drainage systems:				
	(a) 100mm Internal diameter, perforated uPVC pipes and fittings, normal duty, complete with couplings	m	2000		
	(b) 150mm Internal diameter, perforated uPVC pipes and fittings, normal duty, complete with couplings	m	2000		
21.10	Grade 2 or similar approved synthetic-fibre filter fabric.	m ²	2000		
	Concrete outlet structures, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems:				
	(b) Manhole boxes	No	30		
	(c) Junction boxes	No	30		
	(d) Cleaning eyes	No	30		
	Overhaul for material hauled in excess of 1,0 km free haul (normal overhaul)	m ³ -km	2,000		

	TOTAL CARRIED OVER TO SUMMARY PAGE				R
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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2200	PREFABRICATED CULVERTS				
22.03	Concrete pipe culverts c) On class C bedding				
	(i) 450mm dia. Spigot and Socket Class 75D with Rubber Collars	m	2000		
	(ii) 600mm dia. Spigot and Socket Class 75D with Rubber Collars	m	1000		
22.12	Removing existing concrete:				
	(a) Plain concrete	m ³	1000		
	(b) Reinforced concrete	m ³	1000		
	(c) Brickwork	m ³	1000		
22.17	Manholes, catchpits, precast inlet, and outlet structures complete:				
	(a) Manholes (type indicated):				
	(i) Type A manholes	No	30		
	(b) Catchpits				
	(i) Type D3 inlets	No	30		
	(ii) Type S1 inlets	No	20		
	(iii) Type S2 inlets	No	10		
	(d) Extra over or less than subitem 27.17(a) for variations in the depths of manholes from the standard depth designated for tendering purposes (standard depth and type of manhole indicated):				
	(i) Type A manholes:	No.			Rate Only
	(a) 1,5 m standard depth				
	(e) Extra over or less than subitem 27.17(b) for variations in the depths of catchpits from the standard depth designated for tendering purposes (standard depth and type of catchpit indicated):				

	SUB-TOTAL CARRIED FORWARD				R
	SUB-TOTAL CARRIED FORWARD				R
	(i) Type D3 inlets: (a) 1,5 m standard depth	No.			Rate Only
	(ii) Type S2 inlets: Manholes, catchpits, precast inlet, and outlet structures complete:				
	(a) Manholes (type indicated):	No.			Rate Only
22.21	Accessories				
	(a) Manhole covers including frames				
	(1) Heavy-Duty square manhole cover and frame	No	30		
22.26	Hand excavation to determine the positions of existing services.	m³	200		
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS				
23.01	Concrete kerb-channel combination				
	(a) 500mm wide combined precast kerb to SABS 927 (Figure 6) and cast in situ channel	m	14160		
23.04	Cast in situ concrete channel				
	(a) Concrete Class 15/20	m ³	1947		
	(b) Formwork F2 surface finish	m ²	97		
23.16	Demolition and removal of existing kerbs and/or channel	m ³	7080		
TOTAL CARRIED OVER TO SUMMARY PAGE					R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3600	CRUSHED-STONE BASE				
36.01	Crushed-stone base:				
	(a) Constructed from type G2 material obtained from commercial sources including all haulage compacted to 105% Mod. AASHTO density, 150mm thick	m ³	15		
	(b) Constructed from type G5 material obtained from commercial sources including all haulage compacted to 98% Mod. AASHTO density, 150mm thick	m ³	2896		
	(c) Constructed from type G7 material obtained from commercial sources including all haulage compacted to 98% Mod. AASHTO density, 150mm thick	m ³	648		
	(d) Extra over for Item 36,01 of Crushed-stone base in restricted areas	m ³	3		
TOTAL CARRIED OVER TO SUMMARY PAGE					R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3800	BREAKING UP EXISTING PAVEMENT LAYERS				
38.01	Milling out existing bituminous material with an average milling depth:				
	(a) Not exceeding 160 mm	m ²	20		
38.04	Excavating and spoiling material from an existing pavement and/or the underlying fill:				
	(a) Non-cemented material				
	Sawing or cutting asphalt or cemented pavement layers:	m ³	8092		
	(a) Sawing asphalt	m ³	14985		
TOTAL CARRIED OVER TO SUMMARY PAGE					R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
4100	PRIME COAT				
41.01	Prime Coat:				
	c) MC-30 cut-back bitumen	m ²	10010		
41.03	Extra over item 41.01 for applying the prime coat in areas accessible only to handheld equipment,	m ²	2002		
TOTAL CARRIED OVER TO SUMMARY PAGE					R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
4200	ASPHALT BASE AND SURFACING				
42.02	Asphalt surfacing				
	(a) 40mm Asphalt Surfacing, medium	t	14.1		
42.04	Tack coat of 30% stable-grade emulsion	litre	17713		
42.07	Trial sections (40mm thick)	m ²	1417		
42.15	Application of prime coat and/or tack coat to the edges of a layer	m ²	1417		
42.25	25mm asphalt surfacing for 1,5m wide Sidewalk	m ²	5835		
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
5600	ROAD SIGNS				
56.01	Provisional Allowance for Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class I retro-reflective material	Prov Sum	1	R 100 000,00	
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
5700	ROAD MARKINGS				
57.02	Retro-reflective road-marking paint				
	(a) White lines (broken or unbroken)				
	(i) 100 mm wide	km	7.6		
	(b) Yellow lines (broken or unbroken)				
	(i) 100 mm wide	km	3.6		
	(d) White lettering and symbols	m ²	200		
57.06	Setting out and pre-marking the lines (excluding traffic-island markings, lettering, and symbols)	km	7.6		
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
D1000	DAYWORKS				
	a) Personnel				Rate Only
	i) Unskilled	Hr			Rate Only
	(ii) Skilled	Hr			Rate Only
	iii) Foreman	Hr			
	b) Plant and Equipment				
	(a) Tipper Trucks - 6 cubic metres	Hr			Rate Only
	(b) Front End Loader (0,5 m³) bucket	Hr			Rate Only
	(c) TLB (digger loader)	Hr			Rate Only
	(d) Excavator (20 - 30 ton)	Hr			Rate Only
	(e) Grader (AT 140 G or similar)	Hr			Rate Only
	(f) Compactor (Bomag 90 or similar)	Hr			Rate Only
	(g) Water truck (5000 litre)	Hr			Rate Only
	(h) Light delivery vehicle (LDV)	Hr			
	TOTAL CARRIED OVER TO SUMMARY PAGE				R

Sign off sheet not to be included in the tender document

Compiled by:

Signature
Name: Kgolagano Moshotlhwa
Designation: Quantity Surveyor

Date

Reviewed & Supported By:

Signature
Name: Nolonwabo Zamani
Designation: Chief Engineering Technician

Date

Approved By:

Signature
Name: Malefetsane Setaka
Designation: Port Engineer

Date

PART C3: SCOPE OF WORK

Document reference	Title	No of page
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Annexure A2	Specification for Railway Earthworks, S410	
Annexure B	Project Health and Safety Specification	
Annexure C	Project Environmental Specification	
Annexure D	Drawings	
Annexure E	Traffic Management Plan	
Annexure F	Indicative Risk Register	
	Total number of pages	43

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SECTION 1

1 Description of the *Works*

1.1 Executive Overview

Transnet National Ports Authority (TNPA) has identified 21 roads in the Port of Durban for urgent rehabilitation. The degree of rehabilitation varies from surface treatment to reconstruction. The works will take place at three separate locations and thus the Site has been split into three parts:

- Site A: Maydon Wharf Precinct (16 Roads)
- Site B: Bayhead Park Precinct (2 Roads)
- Site C: Island View Complex (3 Roads)

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

- a) Establishment of the Contactor's Site
- b) Geotechnical Study, Survey and Design Report
- c) Detailed Engineering Design inclusive but not limited to the following:
 - Site Assessment
 - Survey of all roads to receive heavy rehabilitation, upgrade and widening
 - Geotechnical investigation for all roads that will receive heavy rehabilitation, upgrade and widening
 - CCTV scanning of existing stormwater infrastructure to identify leaks on all the roads to be rehabilitated.
 - Creation of a pipe network model that can inform TNPA of problem areas, future upgrades and alterations required for the existing network.
 - Capturing of existing network and upgrades into the eThekwin Municipality GIS system
 - Engineering designs and reports which includes, Pavement design drawings, Stormwater design drawings and geometric design drawings where applicable.
 - Produce comprehensive Bill of Quantities for all construction work that is to be undertaken.
- d) Designs approved/accepted by local road authority (eThekwin Municipality)
- e) *Contractor's* designer to provide engineering supervision for the heavy rehabilitation of roads and upgrade.
- f) General
 - Accommodation of traffic
 - Clearing and grubbing
- g) Drainage
 - Cleaning and effecting repairs to the existing drainage systems (including inlet and outlet structures)
 - Diverting of stormwater flow as necessary to effect construction
 - Construction of new drainage structures
 - Repair or replacement of damaged drainage structures including underground stormwater pipes.

h) TNPA Rail and Private Sidings

- Survey of Rail tracks to be removed and reinstated during heavy rehabilitation of Roads
- Remove and stockpile all rail material
- Provide formation material for the tracks (which is not reusable), such as rail clips, rail sleepers, pavement material where they differ to road layer works and any other material required for rail installation.
- Provide any Rails that are found defective after exposure and cannot be reused. Rail material includes Turnouts.
- Reinstatement of Rail tracks to align to original rail level and location
- Rail Safety Regulator to be notified of all rail alterations.
- Rail signage to be provided where necessary.

i) Roadworks

- Earthworks
- Breaking up existing pavement layers and replacing with new materials where required
- Relocation and protection or removal of existing services
- Strengthening pavement layer/s where necessary
- Milling road surface where necessary
- Re-surfacing with Asphalt Wearing Course Premix
- Replacement of damaged precast and/or in-situ concrete kerbs
- Installation of concrete edge beams on bell mouths and access ways
- Provide sidewalks with asphalt surfacing

j) Ancillary Roadworks

- Painting of road markings
- Installation and replacement of road signage
- Installation of Guardrails

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

1.2 Employer's Objectives

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

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

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

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

1.3 Purpose

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

1.4 Scope of Work

TNPA has identified 21 roads in the Port of Durban in need of urgent rehabilitation. Various degrees of rehabilitation are required based on heavy vehicle traffic, current road condition and a myriad of other factors.

The project scope comprises the following work packages:

- Detailed Design
- Light Rehabilitation
- Heavy Rehabilitation
- Upgrade of Clydebank Road

1.4.1 Detailed Design

The *Contractor* will appoint a Professional Service Provider, hereafter referred to as the *Contractor's* designer, to undertake all design aspects of the *works*, such as the following:

a) Geotechnical Studies

Pavement investigation and testing shall be conducted on the roads to be reconstructed to determine founding conditions, material classification and properties. Based on the field investigation and laboratory reports, the service provider shall validate the proposed pavement layers or propose new pavement material design. The purpose of this investigation is to ensure that layers of material that are still in good condition can be re-used on the new pavement structure. The pavement investigation and testing shall include but not limited to the following:

- Core samples of the road to determine the existing pavement layers

- Material sampling from test pits to determine the following (Moisture Content, Grading and Atterberg Limits, Modified AASHTO Density, CBR, Initial Consumption of Lime/Cement, Unconfined Compressive Strength, Indirect Tensile Strength, Post Stabilization indicators, Wet/dry Durability tests)
- Phenolphthalein and hydrochloric Acid Testing,
- CBR Dynamic Cone Penetrometer Testing on road test pits, above Subbase and subgrade (CBR DCP)
- In-Situ Density and Moisture Content Testing (Troxler)
- Materials Suitability to be classified for use in Road Layer works (SABS 1200-1990/TRH 14)

b) Topographical Survey

The *Contractor* shall conduct his own topographical survey for the roads to be reconstructed and widened as directed by the *Contractor's* designer. The survey shall be done using appropriate equipment including Total Survey Station, data processing by computer and printing. The contractor shall submit a softcopy of the survey to TNPA. The survey shall include location and levels of all the rail tracks that shall be removed and reinstated during the construction of all the roads that will be upgraded or receive heavy reconstruction.

c) Pavement and Stormwater Design

The *Contractor's* designer shall create detailed designs and construction drawings for all roads that will be heavily rehabilitated, as well as for the widening of Clydebank Road at Bayhead Park. Before construction can commence, design drawings must be submitted to the *Project Manager* for review and acceptance. On completion of the project, TNPA shall be provided with As-built drawings for all roads reconstructed as well as for the upgrade of Clydebank Road.

d) CCTV scanning of existing stormwater infrastructure to identify leaks and damages and propose repair or replacement method.

The *Contractor's* designer shall conduct an underground scan of the stormwater pipes on all the 21 roads to be rehabilitated under this project to identify leaks and any other damages and propose repair methods or replacement method.

e) Stormwater Pipe network Model

The *Contractor's* designer shall create a pipe network model that can inform TNPA of where upgrades are required to the existing stormwater network. In addition, the *Contractor's* designer shall prepare all documents required for capturing the exiting network and upgraded areas into the eThekweni GIS system. The information to be captured include but not limited to exact location of pipes, drainage structures and junctions, pipe sizes and invert levels. The *Contractor's* designer shall liaise and facilitate the capturing of the existing network model and upgraded areas into the eThekweni GIS system. The *Project Manager* shall be provided with Proof that information has been captured on eThekweni GIS system.

f) Approved Design Reports

The *Contractor's* designer will submit to the *Project Manager* for acceptance design reports approved by the local road authority.

g) Revised Bill of Quantities

The *Contractor* shall submit to the *Project Manager* a Revised Bill of Quantities for the project that corresponds to the approved design drawings for review and acceptance by the Project Manager.

h) Approved for Construction Drawings

The *Contractor's* designer will submit to the *Project Manager* for acceptance design drawings approved by the local road authority.

i) As-Built Drawings

The *Contractor's* designer will submit to the *Project Manager*, on completion of the project As-built drawings approved by the local road authority.

The *Contractor* shall conduct a comprehensive site investigation with the *Contractor's* designer to develop detailed specifications and designs for the roads to be rehabilitated, a detailed Bill of Quantities for the full extent of the *works* and a revised Project Programme.

1.4.2 Light Rehabilitation

The degree of rehabilitation varies for each road and is to be confirmed on Site by the *Contractor* and the *Contractor's* designer, however for costing purposes TNPA has classified the rehabilitation into three categories, namely:

a) Light Rehabilitation I

Entails sweeping and cleaning or milling the road surface, followed by the supply, laying, and compaction of a 40mm Asphalt Wearing Course Premix. Supply and install of Fig 6 and Fig 12 kerbs where required. Repair and provision of sidewalks to maintain a neat aesthetic and minimize vegetation overgrowth. Cleaning and effecting repairs to the existing drainage systems (including inlet and outlet structures). Painting of road markings and installation of road signage.

b) Light Rehabilitation II

Entails the opening, cleaning and sealing of surface cracks, patching of potholes on the pavement. Cleaning and effecting repairs to the existing drainage systems (including inlet and outlets). Painting of road markings and installation of road signage. Repair and provision of sidewalks to maintain aesthetics and minimise vegetation growth.

1.4.3 Heavy Rehabilitation

Reconstruction of the specified roads to be confirmed by the *Contractor's designer* after Site inspection and pavement investigation have been conducted. The proposed rehabilitation or upgrade design shall be for a 20-year design period for a very high volume of traffic and/or a high proportion of fully laden heavy vehicles pavement class (ES30-ES100) in accordance with TRH 4. The heavy rehabilitation entails the breaking up of existing pavement layers, addition of new pavement layers as per the *Contractor's* design, new pavement materials, replacing damaged stormwater pipes, repairing existing damaged manholes, and replacing damaged precast inlet covers.

The works shall include the removal and reinstallation of rail tracks in the exact same position and levels where necessary. Rail tracks must be removed with caution because they will be reused; however, non-reusable formation material and fasteners must be provided by the Contractor. Rail must be removed and reinstalled in accordance with Annexure A2, SANS 300-2-2-1:2021, and the Transnet Freight rail Manual for Track

Maintenance. Any rails discovered to be defective after being exposed shall be provided and replaced by the Contractor. *Contractor's* Track Master shall check and sign off the completion of rail installation and TNPA Track Master shall accept the works.

1.4.4 Upgrade of Clydebanks Road

Part of the project scope is the widening of Clydebanks Road from a unidirectional two-laned carriageway to a bi-directional four-laned carriageway with designated turning lanes. The *Contractor's* designer will undertake the design of the pavement structure, stormwater drainage and traffic layout plan for the upgrade and widening of Clydebanks Road. Construction may only commence once the plans have been approved/accepted by the local road authority (eThekweni Municipality).

The *works* will take place in three separate locations:

- Site A: Maydon Wharf Precinct (15 roads)

Item No.	Road Name	Length (m)	Width (m)	Pavement Condition	Type of Rehab
1	Shadwell Road	770	10.00	13.30 %	Heavy Rehab
2	McBride Road	400	6.20	17.10 %	Heavy Rehab
3	Parker Road	400	6.20	27.30 %	Heavy Rehab
4	Methven Road	720	12.50	30.10 %	Heavy Rehab
5	Herschel Road	700	10.00	42.30 %	Heavy Rehab
6	Vetch Road	250	12.00	43.80 %	Heavy Rehab
7	Rainnie Road	250	14.00	14.90 %	Heavy Rehab
8	Jenky Road	250	12.00	14.90%	Heavy Rehab
9	Canal Road	350	12.00	57.40 %	Light Rehab I
10	Leauchers Road	350	14.00	63.90 %	Light Rehab I
11	Johnstone Road	1400	14.00	56.90 %	Light Rehab I
12	Wisely Road	700	12.00	63.10 %	Light Rehab I
13	Crabtree Road	700	10.00	54.20 %	Light Rehab I
14	Fletcher Road	400	13.50	56.10 %	Light Rehab II
15	Maydon Road	2100	14.00	48.20 %	Light Rehab II
16	Davey Road	400	13.50	66.40 %	Light Rehab II

- Site B: Bayhead Park Precinct (2 Roads)

Item No.	Road Name	Length (m)	Width (m)	Pavement Condition	Type of Rehab
1	Toulon Road	770	10.00	32.20 %	Heavy Rehab
2	Clydebank Road	400	6.20	45.00 %	Upgrade

- Site C: Island View Precinct (3 Roads)

Item No.	Road Name	Length (m)	Width (m)	Pavement Condition	Type of Rehab
1	Wharfside Road	2030	6.50	46.30 %	Heavy Rehab
2	Honshu Road	700	6.00	35.20 %	Heavy Rehab
3	Trinidad Road	1100	6.50	49.10 %	Heavy Rehab

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

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

1.5 Reference Documents

- Construction Regulations 11 of the Occupational Health and Safety Act.
- The Assets Maintenance Principles and Procedures, Asset Maintenance Version 4.0 October 2011.
- National Ports Act (Act No. 12 of 2005 as amended).
- South African National Standards (SANS)
- Standard Specification for Road and Bridge Works for State Road Authorities (COLTO), (1998 Edition).

1.6 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	<i>Contractor</i> Documentation Register
CDS	<i>Contractor</i> Documentation Schedule
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
TNPA	Transnet National Ports Authority
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association

SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee
COLTO	Committee of Land Transport Officials

2 Engineering and the *Contractor's* design

2.1 *Employer's* design

- 2.1.1 The *Employer's* design for the *works* is limited to the light rehabilitation works and the technical specifications of the materials, construction, production, testing, and transport and is contained in **Annexure A: Technical Specifications**. The technical specifications must be read in conjunction with the COLTO specifications, and any information not specified on the technical specifications must be obtained from the COLTO specification series.
- 2.1.2 The light rehabilitation of the specified roads is done by the *Contractor* in accordance to the *Employer's* specifications in conjunction with Standard Specifications for Road and Bridge Works for South African Road Authorities (COLTO), Draft Standards, October 2020. The *Employer* supplies the Site Information as well as any available AS Built Drawings relevant to the project.
- 2.1.3 Where relevant, the *Employer* grants the *Contractor* a licence to use the copyright in design data presented to the *Contractor* for the purpose of the *works* (and the *Contractor's* obligation under paragraph 2.2 of the *Employer's* Works Information) ONLY.

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

- 2.2.1 The *Contractor's* designs shall be approved by an ECSA professionally registered Engineer and accepted by the Local Road Authority (eThekweni Municipality).
- 2.2.2 The *works* shall include, but not be limited to:
- The pavement design and stormwater drainage design for heavy rehabilitation and widening of the roads identified in Part C4: Site Information in accordance with the relevant regulations.
 - All Temporary Works
 - Traffic Accommodation
 - Traffic Management Plan for all roads on each precinct.
 - All other items required for the Works
- 2.2.3 The *Contractor* warrants that his workmanship shall be of the highest grade, installed in a practical and quality manner in accordance with Best Practice, ready and complete for full operation upon completion of the *works*.
- 2.2.4 Unless expressly stated to form part of the design responsibility of the *Employer* as stated under 2.1 *Employer's* design above and whether or not specifically stated to form

part of the design responsibility of the *Contractor* under this paragraph 2.2, all residual design responsibility and overall responsibility for the total design solution for the *works* rests with the *Contractor*.

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

2.3.1 The *Contractor* shall address the following procedures:

- a) Prior to the commencement of any heavy rehabilitation or reconstruction work, the *Contractor* shall submit to the *Project Manager* the detail designs of the proposed pavement structures and stormwater drainage. The detail design shall be accompanied by drawings and necessary specifications for review and acceptance by the *Project Manager*.
- b) The *Contractor* shall submit details of his temporary Works, planned traffic accommodation and all other items required for the Works to the *Project Manager* for review and acceptance.
- c) The *Contractor* shall submit to the *Project Manager* samples and test results of all materials to be used in the Works and which are to be supplied by the *Contractor*. The *Contractor* shall request approval for the use of the material from the *Project Manager* before incorporation into the Works. If accepted, the samples so submitted will be kept by the *Project Manager* as standards for the duration of the Contract. No material inferior in quality, workmanship or appearance to the accepted samples shall be used.
- d) All alternative material not defined herein or COLTO proposed by the *Contractor* shall be tested for acceptability by the *Contractor* and the results of the test made available to the *Project Manager*. All such material will then require the approval of the *Project Manager*.
- e) The Costs of all test shall be borne by the *Contractor*.

2.3.2 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.

2.3.3 The *Project Manager* will provide written comments on the *Contractor's* designs 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.

2.3.4 Once the review and comments process is finalized, the *Project Manager* will sign off for the acceptance of the *Contractor's* design, 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 design.

2.3.5 Documentation Submission in undertaking the 'Works' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements as stipulated in section 6.2.

2.4 Review and Acceptance of *Contractor* Documentation

- 2.4.1 The Contractor's documentation shall be issued to the Project Manager under cover of the Contractor's Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the Contractor's Project Document Number, Revision Number, Title and chronological listing of transmitted documentation. Formats of Contractor data submitted is dependent on the project procedure and shall be specified by the Project Manager, upon the notified request of the Contractor.
- 2.4.2 The Contractor shall deliver both hard copies (printed single sided) and electronic media copies (CD Rom) to the Project Manager either at the address stated within the Contract Data or at the Project Site Office situated at the entrance to DCT Pier 2.
- 2.4.3 All electronic documentation shall be submitted by the Contractor in Adobe Acrobat (.PDF) and native file format
- 2.4.4 Acceptance of documentation by the Project Manager will in no way relieve the Contractor of his responsibility for the correctness of information, or conformance with his obligation to provide the Works in accordance to conditions of contract as stated in clause 14.1 of NEC ECC 3. This obligation rests solely with the Contractor.
- 2.4.5 After review, a copy of the original reviewed/marked-up drawing/document, with the Project Manager's consolidated comments and document status marked on the Contractor Review Label, is scanned and the copy shall be returned to the Contractor under cover of the project's Transmittal Note for revision or re-submittal as instructed.
- 2.4.6 The Contractor shall allow the Project Manager 2 weeks unless otherwise stated and agreed to review and respond to the Contractor's submission of their documentation, i.e. from time of receipt by the project to the time of despatch. The Contractor does not proceed with the relevant work until the Project Manager has accepted or accepted with comments his design.
- 2.4.7 On receipt of the reviewed documentation the Contractor shall make any modifications requested/marked-up and resubmit the revised documentation to the Project Manager within 2 weeks. Queries regarding comments/changes should be addressed with the Project Manager prior to re-submittal.
- 2.4.8 Any re-submittals, which have not included the changes/comments identified, will be returned to the Contractor to be corrected. The Contractor shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue within 2 working days of receipt of the marked-up document.
- 2.4.9 In undertaking the works (including all incidental services required), the Contractor shall conform and adhere to the requirements of the Contractor Document Submittal Requirements Standard included within Annexures (Refer DOC-STD 0001 Rev 03).

2.5 Other requirements of the *Contractor's* design

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

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

2.6 Use of *Contractor's* design

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

2.7 Design of Equipment

- 2.7.1 The *Contractor* submits his design details for the following categories of his proposed principal Equipment to the *Project Manager* for his information only.
- 2.7.2 The *Contractor* ensures that his Equipment is safe and that it complies fully with the applicable statutory requirements including the relevant provisions of the Construction Regulations.
- 2.7.3 The *Contractor* provides all qualified operators, special certificates, permits to operate and the like for Equipment as required by the Occupational Health and Safety Act 85 of 1993 and submits to the *Project Manager* for his acceptance prior to using the Equipment on the Site and/or Working Areas.
- 2.7.4 The *Contractor* indemnifies and holds indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of the Equipment.

2.8 Equipment required to be included in the *works*

- 2.8.1 The following equipment shall be made available by the *Contractor* for the completion of the *works*:
- a) Road construction plant for general earth and layerworks.
 - b) Asphalt paving plant and equipment
 - c) Any other plant and equipment deemed necessary for the completion of the works.

2.9 As-built drawings, operating manuals and maintenance schedules

- 2.9.1 The Contractor provides the following:
- Red Line Drawings

All as-built red line drawings must be signed off by the Contractor's responsible Professional Engineer/Technologist before issue to Project Manager for acceptance and must be the original marked up (red pen) hardcopy size to scale of drawing.

- Installation, Maintenance and Operating Manuals and Data Books

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

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- 2.9.4 The manuals are well indexed and user friendly and must include a summarized Table of Contents.
- 2.9.5 The index for data packs must be submitted to the Project Manager for acceptance at the beginning of the project to enable the Contractor to maintain and update the file on a continuous basis throughout the project lifecycle. The Contractor submits the draft Table of Contents to the Project Manager for acceptance prior to the compilation and official submittal of the manuals and data books.
- 2.9.6 The originals of all brochures shall be issued to the Project Manager. When a general brochure is applicable to a range of equipment, then the specific item, catalogue number or model number shall be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number.
- 2.9.7 The address, phone numbers, fax numbers and reference numbers of all Sub-Contractors is provided.
- 2.9.8 Where manuals include drawings that still need to be revised to "As-Built" status, and such manuals are required prior to 'As-Built' status, the manual will not be considered to be in its final form until the "As-Built" version of each such drawing has been incorporated.
- 2.9.9 The required number of copies of the manual(s) and data books shall be as specified by the Project Manager and submitted per type or model number of equipment included in the contract, or as specified by the Project Manager.
- 2.9.10 All electronic copies (pdf.) of Data Packs to be properly indexed and bookmarked. All pages that make up the data book or manual must be sequentially numbered.
- 2.9.11 A typical example of what the binder/file (s) shall be marked with on the spine and the front cover is as follows: -
- Project Name
 - Manual Title, e.g. Installation, Maintenance and Operating Manual
 - FBS No. and Title
 - Manual Numbering (e.g. Volume 1 of 2, etc.)
 - Contract Number
 - Contractor Name
- 2.9.12 Unless otherwise stated, the required number of copies of all final Data Packs shall be, unless otherwise indicated by the *Project Manager*:
- 3 x hard copies (Full size)
 - 3 x CD in Adobe Acrobat (.pdf) formats

3 Construction

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

3.1 Temporary *works*, Site services & construction constraints

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

- 3.1.2 The *Contractor* bears all costs incurred in providing their personnel with ID cards and access permits to the site.
 - 3.1.3 The *Contractor* is specifically excluded from entering the *Employer's* Operational Areas which are outside the Site and Working Areas. The *Contractor* plans and organises his work in such a manner to cause the least possible disruption to the *Employer's* operations.
 - 3.1.4 The *Contractor* ensures the safe passage of *Contractor's* traffic to and around the Site and Working Areas at all times that includes providing flagmen, protective barriers, signage, etc. for protection, direction and control of traffic.
 - 3.1.5 The *Contractor* shall develop a traffic management plan in order to ensure safety in construction as well as to minimise the interference to operations and Others.
 - 3.1.6 The *Contractor's* personnel and Sub-Contractor's on site are restricted from accessing areas outside the approved Working Area.
 - 3.1.7 The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Sub-Contractors) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
 - 3.1.8 The *Contractor* complies with the following hours of work for his people (including Sub-Contractors) employed on the Site:
 - Monday to Friday: 07h00 to 17h00
 - Saturday and Sunday: 07h00 to 14h00
- NB:** Should the *Contractor* wish to deviate from the above working hours, a formal request shall be submitted to the *Project Manager* for approval two weeks prior to the start date of the deviation.
- 3.1.9 The *Contractor* ensures that all his construction staff, labour and Equipment remains within his allocated and fenced off construction area.
 - 3.1.10 Prior to bringing Equipment to Site the *Contractor* will be required to notify the *Project Manager* as per the NEC3 communication procedures and provide details of the Equipment to be brought to Site and obtain approval from the *Project Manager*, the *Contractor* can only bring Equipment to Site once the *Project Manager* issues approval in writing.
 - 3.1.11 All the *Contractor's* staff and labour complies with the *Employer's* operational safety requirements and are equipped with all necessary PPE and high visibility apparel. When working within two meters of the quay wall, the necessary floating apparel should be worn at all times.
 - 3.1.12 The *works* are located within operational areas and the *Contractor* shall organise his work to cause the least possible inconvenience to the operations in these areas. The *Contractor* is reminded that operations are of considerable economic importance to the country and therefore the *Contractor* is expected to plan for 24 hour per day shifts, 7 days per week due to continuous and heavy traffic around the sites.

3.2 Health and safety facilities on Site

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

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

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

3.2.4 The *Contractor* complies with the CEMP, SES and PES in the construction of the *works*, all as described under paragraph 2.4 of C3.1 *Employer's Works Information*.

3.3 Title to Materials from demolition and excavation

3.3.1 The *Contractor* has no title to all Materials arising from excavation and demolition in the performance of the *works* with title to such Materials (as referenced above) 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 ECC Clause 73.1.

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

3.4 Cooperating with and obtaining acceptance of Others

3.4.1 The *works* will be performed in a port operational environment. The Maydon Wharf, Bayhead Park and Island View precincts will remain operational for the duration of the Contract.

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

3.4.3 The *Contractor* shall note that there may be other projects in progress within the Maydon Wharf, Bayhead Park and Island View Precincts 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 as and when required during the duration of the Contract period.

3.5 Publicity and progress photographs

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

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

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

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

3.5.5 The digital photographic Equipment used shall be intrinsically safe.

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

3.6 Contractor's Equipment

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

- 3.6.1 The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- 3.6.2 All Equipment used by the *Contractor* on site shall be properly maintained and operated. All vehicles on public roads shall be roadworthy, with the necessary licences and safety requirements. A checklist/register shall be implemented which lists the operators' qualifications and medical records.
- 3.6.3 The *Contractor* shall submit a comprehensive list of Equipment, intended to complete the *works*.
- The use of all Equipment shall be subject to approval by the *Project Manager*, though such approval shall not relieve the *Contractor* of any of their responsibilities under the Contract.
- 3.6.4 The *Employer* does not provide any Equipment for the *Contractor*.
- 3.6.5 The *Contractor* provides all qualified operators, special certificates, permits to operate and the like for Equipment as required by the occupational Health and Safety Act 85 of 1993 and submits to the *Project Manager* for his acceptance prior to using the Equipment on the Site and/or Working Areas.

3.7 Site services and facilities

- 3.7.1 The *Contractor's* site establishment area(s) is to be within the *Contractor's* boundary of the area that will be confirmed with the successful *Contractor* after award and shall be clearly sign posted and be compliant with the relevant safety regulations and restrictions that might be in place until the *Contractor* has de-established from site. The site establishment layout must be approved by the *Project Manager*.
- 3.7.2 The *Contractor* shall ensure that the area used has a suitable continuous security fence and the necessary access gates. All preparation and fencing, etc. shall be done by the *Contractor* and shall be for his account, this includes clearing away and leaving clean and clear at completion.
- 3.7.3 The *Contractor* shall provide, maintain and remove lockable portable chemical type toilets. An area will be made available within the *Contractor's* Working Areas.

3.8 The *Employer* provides the following facilities for the *Contractor*:

- 3.8.1 For the duration of the Contract, the *Employer* will provide with an area, free of charge, for the *Contractor* to establish his offices, lay down areas, stores, workshops, and other *Contractor's* Equipment.
- 3.8.2 The *Contractor* ensures that this site establishment area is compliant with the relevant safety regulations and restrictions, is clearly sign posted, and has a suitable security fence, lighting and the necessary access control gates.
- 3.8.3 The *Employer* provides connection points for services such as water, power etc. The *Contractor* is responsible for his own connection to the *Employer's* services AND for the reticulation of his services from the connection point. The cost of meters, connections, reticulation and all other usage costs associated with the provision of services are for the *Contractor's* account.

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

3.9 Facilities provided by the *Contractor*

- 3.9.1 The *Contractor* shall ensure that his Site establishment area is compliant with the relevant safety regulations and restrictions and is clearly sign posted.
- 3.9.2 All costs for preparation of the Site establishment area shall be for the *Contractor's* account.
- 3.9.3 The *Contractor* shall submit details of the layout of his Site establishment to the *Project Manager* for his acceptance.
- 3.9.4 The *Contractor* shall be responsible for his own connection to the *Employer's* services and for the reticulation of his services from the connection point. The cost of meters, connections, reticulation and all other usage costs associated with the provision of services shall be for the *Contractor's* account.
- 3.9.5 The *Contractor* shall provide the *Project Manager* with a "Certificate of Compliance" ("COC"), by an "accredited" person as defined by the OHS Act, in respect of his Construction Power electrical installation. The *Project Manager* shall only make construction power available upon receipt of the COC.
- 3.9.6 The *Supervisor* (or his nominated representative) shall conduct routine inspections of the *Contractor's* construction power reticulation and power tools. If found to be unsafe and/or non-compliant with statutory requirements, the electrical power supply shall be disconnected until the *Contractor* rectifies all defects.
- 3.9.7 Wherever the *Contractor* provides facilities and all items of Equipment, involving, inter alia, offices, accommodation, laboratories, Plant and Material storage, etc., within the Working Areas, the *Contractor* shall make good and provide full reinstatement to the land (including all apparatus of the *Employer* in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
- 3.9.8 Upon completion, and within 2 weeks of the date of acceptance of the works, the *Contractor* shall completely remove from the Site and Working Areas all his Equipment, including the foundations of any structures, stores, office accommodation or any other asset belonging to him, and shall leave the Site and Working Areas in a tidy condition to the satisfaction of the *Project Manager*.
- 3.9.9 No excess or discarded materials or Equipment shall be buried or dumped within the port boundary.
- 3.9.10 Demolition of all temporary structures surfaces etc. shall be first approved by the *Project Manager* prior to the work being carried out.
- 3.9.11 The *Employer* shall not provide any security for the Site and working areas. The *Contractor* shall provide same and indemnifies and holds indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of Site and Working Area security.
- 3.9.12 The *Contractor* shall sign the in-survey and out-survey and furnishes copies in accordance with the CDS to the *Project Manager* for record purposes.

- 3.9.13 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.
- 3.9.14 Unless expressly stated as a responsibility of the *Employer* as stated under 5.1.11 Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.

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

- 3.10.1 The *Contractor* is required to conduct detailed physical inspections and photographic surveys to record the condition of the surrounding area, including the condition of existing facilities, premises and machinery/equipment. The *Contractor* shall submit to the *Project Manager* a detailed condition and photographic survey report. On completion of the project the *Contractor* and the *Project Manager* will do a physical inspection of the surrounding area to ascertain the condition after construction, the inspection and photographic report will be used as the reference document.
- 3.10.2 The *Contractor* will be held responsible for any damage to existing structures and surfacing caused by the *Contractor* during the execution of the contract; fair wear and tear excluded, and shall repair it to the satisfaction of the Supervisor on conclusion of the *works*. For this purpose, a joint inspection with the *Supervisor* will be carried out prior to occupation of the site(s) and any existing damage noted.

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

- 3.11.1 The *Project Manager* shall provide the *Contractor*, as a guide only, with drawing(s) showing various known existing underground services for his information. It is however possible that there are other existing services, which are not reflected, and which may affect the *works*.
- 3.11.2 The *Contractor* shall conduct proving trenches before excavation work using machinery to ensure underground services are identified and protected before any excavations.
- 3.11.3 The *Contractor* shall establish the location of the various existing services situated within the Site and Working Areas and records all such information on "marked-up" drawing(s) which remain available for reference at all times.
- 3.11.4 The *Contractor* shall exercise due care and attention in carrying out any excavation work to avoid damage or disruption to existing services. The *Contractor* shall consult the *Project Manager* prior to undertaking any excavation work.
- 3.11.5 Should the *Contractor* fail to exercise the requisite care and attention in carrying out the excavation work, then the *Contractor* shall be held liable for any claims arising out of damage caused by such excavation.

3.12 Control of noise, dust, water and waste

3.12.1 Before moving Equipment onto the Site and Working Areas and commencing operations, the *Contractor* submits his proposed methods of construction which demonstrate the measures taken to avoid and or reduce any nuisance arising from dust, noise and vibration for acceptance by the *Project Manager*.

3.13 Giving notice of work to be covered up

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

3.14 Completion, testing, commissioning and correction of Defects

3.14.1 The *work* to be done by the Completion Date

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

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

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

3.15 Materials facilities and samples for tests and inspections

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

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

3.15.3 The *Employer* provides nothing.

3.16 Testing and Commissioning

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

3.17 Take over procedures

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

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

3.17.3 The *Contractor* ensures that the documentation as described under paragraph 6.2 of the *Works* Information is presented to the *Project Manager* before Completion.

3.17.4 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the status of the completed *works* (to include Plant within the *works*) to present to the *Employer*.

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

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

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

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

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

3.19 Operational maintenance after Completion

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

4 Plant and Materials Standards and Workmanship

4.1 Investigation, Survey and Site Clearance

4.1.1 The *Contractor* will be responsible for conducting pavement investigation and survey for the roads to that will be reconstructed and widened.

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

4.1.3 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.

4.1.4 Prior to commencing the *works* the *Contractor* records any defects or inaccuracies related to the existing road surface 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 Civil Engineering and Structural Works

- 4.2.1 Where the COLTO Standard Specifications for Road and Bridge Works for State Road, Authorities (1998 Edition), hereafter referred to as COLTO, are used within the Works Information, the following interpretations, and meanings shall apply.
- 4.2.2 In case of any conflict in interpretation, ambiguity or discrepancy between the COLTO Specification (whether standard or written as a particular project specification) contained in the Works Information and the conditions of contract, the conditions of contract take precedence within the ECC3 contract.
- 4.2.3 In case of any conflict in interpretation, ambiguity or discrepancy between the COLTO Specification (whether standard or written as a particular project specification) contained in this paragraph 6.3 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 ECC3 Clause 17.1.
- 4.2.4 Within COLTO Standard Specifications, 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 (and the ECC3 main and secondary options stated therein);
- 4.2.5 Within COLTO specifications, 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 2.3 c) are deleted. Assessment and payment is in accordance with the conditions of contract (and the ECC3 main and secondary options stated therein);
- 4.2.6 Within COLTO Standard Specifications, the following applies:
- Where the word or expression "Plant" is used, read "Equipment".
- 4.2.7 COLTO Section 1400, applies but the *Project Manager* resolves any inconsistency with statements included within paragraph 5.1.12 of C3.1 *Employer's* Works Information.
- 4.2.8 COLTO 1202 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.

Amendments to the Project Specifications

Notes:

- a) The *Contractor* shall note that the standard COLTO specification is based on the COLTO General Conditions of Contract. References to specific COLTO

General Conditions of Contract clauses will need to be exchanged for the equivalent clause in the NEC3 Conditions of Contract as amended by the Particular Conditions of Contract to be found in Part C1 of this document. The *Employer* assumes no responsibility for the *Contractor's* interpretation of which are the correct relevant clauses.

4.3 Standardised Specifications

- 4.3.1 The Standard Specifications for Road and Bridge Works for State Road Authorities 1998 prepared by the Committee of Land Transport Officials, (COLTO), as amended, shall apply to this contract.
- 4.3.2 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 prevail.

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	Rev	Title
DH 00-I-0000-000-00		Layout Plan for Roads to be Rehabilitated
DH 63-T-0302-001-00		Typical Stormwater Inlet Details
DH 63-T-0302-002-00		Typical Stormwater Inlet Special Details
DH 64-I4023-001-00		Preliminary Design for Clydebank Road Widening

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 the start of the contract	Queen's Warehouse Boardroom / Virtual	<i>Project Manager</i> (and appropriate key persons) and <i>Contractor</i>
Risk register and compensation events	Bi-weekly or as soon as risks have been identified	On Site / Virtual	<i>Project Manager</i> (and appropriate key persons) and <i>Contractor</i>
Overall contract progress and feedback	Bi-weekly	Queen's Warehouse Boardroom / On Site / Virtual	<i>Project Manager</i> (and appropriate key persons) and <i>Contractor</i>
Safety meetings	Weekly	On Site	Construction Manager (and key persons), 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 all documentation requirements for the works shall be dealt with in accordance with document DOC-STD-0001_Rev03, Annexure G. The control, maintenance and handling of these documents and drawings, using a suitable document control system, remain the sole responsibility of the Contractor.
- 6.2.2 The Contractor documentation "Starter kit", as contemplated in DOC-STD-0001_Rev03, will be issued at the kick-off meeting following award.
- 6.2.3 The Contractor's documentation shall be issued to the Project Manager under cover of the Contractor's Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the Contractor's Project Document Number, Revision Number, Title and chronological listing of transmitted documentation. Formats of Contractor data submitted is dependent on the project procedure and shall be specified by the Project Manager, upon the notified request of the Contractor.
- 6.2.4 All contract correspondence is issued through document control. Electronic submissions are permissible only for URGENT communication, PDF and native where necessary.
- 6.2.5 The Contractor shall apply "wet signatures" to the original documentation before scanning the single sided, signed original prior to formal submission to the Project.
- 6.2.6 Electronic files submitted to the Project shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to have, at all times, the latest generation of virus protection software and up-to-date virus definitions.
- 6.2.7 The Contractor is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation. The Contractor shall maintain electronic format of ALL project documentation for the duration of the contract.
- 6.2.8 Hardcopy original documents must be delivered within 24 hours of electronic submission of same to the project site office document control department.
- 6.2.9 All documentation and data submitted electronic and hardcopy must conform to the Project Standards and Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Documentation not meeting the Project Standards and Quality requirements will be cause for rejection and shall be returned to the Contractor for corrective action and re-submission.
- 6.2.10 Should any change be made to documentation or data, which has already been submitted to the Project, then new or revised documentation or data shall be issued to replace the outdated information.
- 6.2.11 The Contractor shall be responsible to ensure that proper safety measures are in place to protect project documentation temporarily stored on site against theft, fire, flooding or excessive dampness.
- 6.2.12 All drawings supplied shall comply with the CAD Standards, i.e. ENG-STD-0001.
- 6.2.13 The Contractor shall be responsible for the supply of all Sub-Supplier/Contractor/Manufacturer, etc. documentation and data related to their package of work and shall ensure that these Sub-Suppliers have the capability to supply the necessary documentation and data in the required time-frame and quality requirements are met as outlined in the specified standards prior to awarding sub-orders.
- 6.2.14 The Contractor shall ensure adequate resources are available to manage and execute the Document Control function as per the requirements of the Project. (The Contractor

shall ensure that a dedicated Document Controller is available for the Project). 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 (refer DOC-STD-0001).

- 6.2.15 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.

6.3 Safety risk management

- 6.3.1 The *Contractor* complies with the following requirements : All health and safety matters associated with the works will be dealt with in accordance with Occupational Health & Safety Act, 1993 (Act No. 85 of 1993) and the Project Specific Health and Safety Specifications contained in **Annexure B** to this Works Information.
- 6.3.2 The *Contractor* is to implement Occupational Health and Safety measures to (reduce and eliminate) the escalation of COVID-19 infections in workplaces as set out in the Schedule adopted by the Minister of Employment and Labour, in terms of Regulation 10(8) of the National Disaster Regulations (Act No. 57 of 2002) and comply to all COVID-19 related guidelines issued by the government in this regard.
- 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 plan will then be submitted to the TNPA appointed Health and Safety Agent for approval before start of the *works*.
- 6.3.5 The *Principal Contractor* ensures that its Contractors comply with the CHSMP and relevant statutory requirements of the Occupational Health & Safety Act, 1993 (Act No. 85 of 1993), and ensure that HAZCON study is arranged with Client before commencement of construction work. The Contractor shall ensure that all role players required for HAZCON study are informed on time and PHA-PRO software is utilised for the workshop.
- 6.3.6 The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to the SMP and health and safety issues are as stated in the paragraphs following:
- 6.3.7 The Construction Manager (CM) is responsible for health and safety on the Site and Working Areas and reports to the Project Manager. The Principal Contractor must ensure that the appointed Construction Manager is competent and registered with SACPCMP as a Pr. Construction Manager. The CM must ensure that the Health and Safety Manager is appointed for the project, depending on the Construction Management Plan and also ensure that Health and Safety Officer per team is appointed and both are registered with SACPCMP. The Principal Contractor ensures that its Contractors comply with the requirements of the SMP.
- 6.3.8 The CM specific tasks are:
- Implement the Employers safety management system.
 - Monitor Contractor's compliance to the CHSMP.
 - Ensure risk is at an acceptable level

- d) Ensure the Contractor's workforce and Construction Management Team is competent.

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

6.3.10 The PSSM specific tasks are:

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

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

6.4 Environmental constraints and management

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

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

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

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

- Transnet Integrated Management Systems (TIMS) Commitment Statement – IMS-GRP-GDL-002-1
- Construction Environmental Management Plan (ENV-STD-001 Rev 04).
- Standard Environmental Specification (ENV-STD-002 Rev 04).
- Standard Environmental Maintenance Management Programme for Maintenance Works
- COVID 19 Post Lockdown Construction Site Health and Safety Guidelines
- COVID-19 Health Care Waste Management on Construction sites TGC-IMS-ENV-SOP-009.001
- Stormwater Management Plan

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

- *TNPA list of approved waste services contractors*
- *TNPA Asbestos Management Plan*
- EThekweni Municipality *Schedule Trades and Occupations Bylaws*

- EThekweni Municipality Interim Code relating to fire prevention and Flammable liquids and substances

- 6.4.4 The *Contractor* performs the *works* and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as outlined in section 6.4.3 above.
- 6.4.5 The CEM describes the main roles and responsibilities of the project team with respect to Environmental Management.
- 6.4.5 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.
- 6.4.6 The PES describes more particularly the environmental standards applicable to the *works*, the Site and the Working Areas and sets out variance (including additions) to the SES. The PES may require higher minimal standards than those described in the SES as may be required by the relevant environmental authorities but may not necessarily be limited to: Environmental Approvals (e.g. Environmental Authorisations, Water Use Licenses, Waste Management Licences, etc.); Environmental Management Programmes/Plans.
- 6.4.7 The above requirements shall be applicable to the main *Contractor*, its service providers and suppliers. The Contractor must comply with all the requirements of the CEMP, SES and PES as mentioned in section 6.4.3 above.

The *Contractor* must sign the Declaration of Understanding as a commitment to abide with Transnet's Environmental Governance Framework, Project Environmental Specification, COVID 19 Post Lockdown Construction Site Health and Safety Guidelines and COVID-19 Health Care Waste Management. Sufficient environmental budget must be allocated to meet all the project environmental requirements for the duration of the contract.

- 6.4.8 The *Contractor* must appoint a **FULL TIME** Environmental Officer (EO) to monitor and manage compliance to Environmental Specification and all applicable environmental legislation. The Contractor EO must be 100% allocated to the project and must be employed for the duration of the contract. Sharing of an EO resource between projects is not allowed. The EO must as a minimum have at least 3 years work experience in environmental management within the construction environment.
- 6.4.9 The roles and responsibilities of the Contractor's EO are stated in CEMP. The contractor's EO must be 100% full time on site during working hours.
- 6.4.10 The *Contractor* will be required to submit an environmental file to TNPA post award of tender. Particular requirements of the Employer will be made known on award of the contract. Site access certificate shall not be granted until the environmental file has been approved by the *Employer*.
- 6.4.11 The overarching obligations of the *Contractor* under the CEMP before construction activities commence on the Site and/or Working Areas is to provide environmental method statements for all construction operations at the Site and/or Working Area by the *Contractor* and where requested by the CM:

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

- a) Establishment of construction lay down area
- b) Hazardous and non-hazardous solid waste management
- c) Storm water management

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

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

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

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

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

A copy of the CEMP, SES and PES shall be available on Site, and the *Contractor* shall ensure that all the personnel on Site (including Subcontractors and their staff) as well as suppliers are familiar with and understand the specifications. The contractor and its subcontractor

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

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

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

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

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

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

The Island View area is known to be contaminated with hydrocarbons. There is a possibility that during excavations the contractor may encounter contaminated soils with hydrocarbons. The contractor must consider this especially when it comes to the disposal of hazardous substances and allocate sufficient funds to manage this type of contamination.

6.5 Quality assurance requirements

6.5.1 The *Contractor* complies to QAL-STD-0001 and shall have, maintain and demonstrate its use to the *Project Manager* (and/or the *Supervisor* to satisfy the requirements of the contract. A 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:

- a) Quality Plan for the contract;
- b) Quality Policy
- c) Index of Procedures to be used; and
- d) A schedule of internal and external audits during the contract

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 Quality Policy means the *Contractor's* statements, which outlines strategy, methodology, resources allocation, Quality Assurance and Quality Control co-ordination activities to ensure that the works meet the standards stated in the Works Information.

6.5.7 The Procedures means the *Contractor's* systems for management of:

- a) Documentation Control
- b) Design Control
- c) Procurement

6.5.8 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 as described under paragraph 6.2 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.
- 6.6.8 The *Contractor's* programme shows the following levels:
- Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
 - Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below
 - Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned a code. The *Project Manager* notifies any subsequent layouts and corresponding filters on revised programmes

- Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the *Contractor* relating to all operations identified on the programme representing the daily activities by each discipline
 - A narrative status report, which includes status and performance of operations on the Site and Working Areas; status and performance of operations outside the Working Areas; manpower histograms; S-curve of overall progress; critical action items (top 10) and deviations from the Accepted Programme and action plan to rectify.
- 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:
- Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
 - 3-week Look ahead Schedule - showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
 - Manpower Histogram – reflecting actual, forecasted and planned activities
 - S-curves – reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned values as calculated by the detailed progress report.
- 6.6.12 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 Health and Safety Officer and an Environmental officer as key persons under ECC Clause 24.1
- 6.7.2 The Environmental and health and Safety officers reports to the SHEC on the Site. The Contractor's Environmental Officer ensures that the works (to include any part thereof) are subject to a prior environmental method statement(s) approved by the Project Manager and ensures that the CEMP is implemented by the Contractor in a timely and proper manner. The SCHEO provides the Project Manager with all environmental method statements.
- 6.7.3 The Contractor's Environmental Officer tasks are:
- Daily, weekly and monthly inspections of the Site and Working Areas. The Contractor is to monitor compliance with the CEMP (to include the SES and PES) and the environmental method statements submitted to the Project Manager.
 - Reporting of any environmental incident to the Project Manager
 - Attendance at all SHE meetings, toolbox talks and induction programmes

- Litter control and ensuring the Contractor clears litter from the Site and Working Areas; and
 - Ensuring that environmental signage and barriers are correctly placed. The Contractor's Environmental Officer submits daily, weekly and monthly checklists to the SHEC.
- 6.7.4 The Contractor's Environmental Officer and Health and Safety Officer 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.
- 6.7.6 The CIRP is based on the Site and ensures that all reports and IR requests are submitted accurately and in a timely manner to the *Project Manager*.
- 6.7.7 The CIRP tasks are:
- Dedicated to human resources, industrial relations and any other *Contractor* employee related function;
 - Resolve all human resources and industrial relations matters arising from the *Contractor's* employees;
 - Represent the *Contractor* at all industrial relations meetings;
 - Represent the *Contractor* on the IRCC; and
- 6.7.8 The *Contractor* employs an HSR as a *key person* under ECC Clause 24.1
- 6.7.9 The *Contractor* provides an Organogram of all his key people (both as required by the *Employer* and as independently stated by the *Contractor* under Contract Data Part Two) and how such key people communicate with the *Project Manager* and the *Supervisor* and their delegates all as stated at paragraph 6.5 of C3.1 *Employer's Works* Information.
- 6.7.10 The minimum key people required by the *Employer* for this project are indicated as follows:

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

	<ul style="list-style-type: none"> The Health and Safety Officer must have minimum of five (5) years experience in similar Civil Construction Projects involving roads.
Environmental Officer	<ul style="list-style-type: none"> The Environmental Officer must be in possession of a B degree in Environmental Management. The environmental Officer must have minimum five (5) years' experience in the construction sector.
<i>Contractor's designer</i>	<ul style="list-style-type: none"> The <i>Contractor's</i> designer should have a B.Eng/BSc in Civil Engineering qualification. The <i>Contractor's</i> designer should be registered with the Engineering Council of South Africa (ECSA) as a Professional Engineer. The <i>Contractor's</i> designer must have a minimum of 5 years working experience in road projects or of similar nature to the works.
<i>Quality Officer</i>	<ul style="list-style-type: none"> The Quality Officer should have a relevant Degree/Diploma, or Certified qualification in Quality Management Systems. More than 5 years of experience in a quality systems environment and relevant experience in similar type Civil construction projects is required.
<i>Industrial relations Personnel/Officer</i>	<ul style="list-style-type: none"> The Industrial relations Person/Officer should at least have a minimum qualification of National diploma in Labour Law/Relations with minimum 5 years' experience in Construction Projects.
Track Master	<ul style="list-style-type: none"> The Track Master should have a Track Master Diploma/Degree The Track Master should have a minimum of five years' experience in Rail installation Projects.

6.8 Training workshops and technology transfer

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

- A safety pre-mobilisation workshop
- A *Contractor* employee safety training programmes

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

- 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:
- Records of design employees location of work (if appropriate);
 - 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 SOC Ltd;
- Transnet SOC Limited's VAT No: 4720103177;
- Invoice number;
- The *Contractor's* VAT Number; and
- The Contract number [insert relevant details].
- The invoice contains the supporting detail [insert relevant details].
- 6.13.4 The invoice is presented by hand delivery.
- 6.13.5 Invoices submitted by hand are presented to:
- Transnet National Ports Authority
Queens Warehouse Building
237 Mahatma Gandhi Road
Point, Durban, South Africa
4001
- For the attention of The Contract Administrator, Transnet National Ports Authority
- 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
- Key Personnel as stated under clause 6.7.10.

6.14.2 The Contractor complies with the Project Industrial Relations Policy and Management Plan.

CONTRACTOR LIABILITY

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

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

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

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

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

INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES

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

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

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

- a) To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the *Contractor* is required to deliver the report at 8h30 each day.
- b) The Industrial Action Report must provide at least the following information:
 - Industrial incident report,
 - Attendance register,
 - Productivity / progress to schedule reports,
 - Operational contingency plan,
 - Site security report,
 - Industrial action intelligence gathered.
- c) The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.

- d) The management of the *Contractor* is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.

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

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

- 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*.

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:

- 6.14.4 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:

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

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

- 6.14.7 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*.

- 6.14.8 The SIRM specific tasks are:

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

6.15 Subcontracting

- 6.15.1 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.

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

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

- 6.15.4 Subcontract documentation, and assessment of subcontract tenders:

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

6.15.5 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 as appropriate and that the subcontract documentation places back-to-back obligations on the Sub-Contractor which reflect the *Contractor's* obligations under the CEMP, SES and PES, all within the *Contractor's* Quality Management System.

6.15.6 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 PIRPMP (described under paragraph 4.1.1 of the Works Information) as appropriate and that the subcontract documentation places back-to-back obligations on the Sub-Contractor which reflect the *Contractor's* obligations under the PIRPMP, all within the *Contractor's* Quality Management System as per paragraph 2.5 of the Works Information.

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

6.16 Plant and Materials

Quality

6.16.1 The *Contractor* provides Plant and Materials for inclusion in the *works* in accordance with COLTO Section 1200 clause 1205, unless otherwise stated elsewhere in the *Works* Information provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this *Works* Information or as may be subsequently instructed by the *Project Manager*.

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

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

6.16.4 The Contractor performs the following with respect to Plant and Materials procured for the works:

The *Employer* reserves the right to instruct the *Contractor* to provide a certificate as proof of compliance to SABS or other stated standard, for all Plant and Materials used and to be incorporated into the Works.

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

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

- 6.16.6 No Plant and Materials will be provided as “free issue” by the Employer.

- 6.16.7 The *Contractor* provides all Plant and Materials necessary for the *works*.

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 The *Contractor* prepares and marks items of Plant and Materials outside the Working Areas, however the fabrication of steel will be performed outside the Site. The *Contractor* will be required to mark all steel members that will be for this project.

6.19 Preparation of post Completion contracts

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

7 List of Annexures

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

- Annexure A – Technical Specifications
- Annexure B –Health and Safety Specification
- Annexure C – Environmental Management Specifications
 - Annexure C1- Construction Environmental Management Plan (ENV-STD-001 Rev 04)
 - Annexure C2- Standard Environmental Specification (ENV-STD-002 Rev 04).
 - Annexure C3- Standard Environmental Maintenance Management Programme for Maintenance Works
 - Annexure C4- COVID-19 Health Care Waste Management on Construction sites TGC-IMS-ENV-SOP-009.001
 - Annexure C5- Stormwater Management Plan
 - Annexure C6- TNPA list of approved waste services contractors
 - Annexure C7- TNPA Asbestos Management Plan
 - Annexure C8- EThekwin Municipality Schedule Trades and Occupations Bylaws
 - Annexure C9- EThekwin Municipality Interim Code relating to fire prevention and Flammable liquids and substances
- Annexure D – Drawings and Plans

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Part C4: Site Information

PART C4: SITE INFORMATION

1 Description of the Site and its Surroundings

1.1 General Description

The *Works* as specified in Part C3: Works Information are due to take place in three separate locations in the Port of Durban. The Working Area has therefore been divided into three parts, Site A, Site B and Site C.

- Site A – Maydon Wharf Precinct (illustrated in blue)
- Site B – Bayhead Park Precinct (illustrated in red)
- Site C – Island View Complex (illustrated in yellow)



Figure 1: Site A, B and C in the Port of Durban

The Working Areas encompasses a total of 21 roads across the three precincts. The Maydon Wharf precinct, where the bulk of the works are to be executed, contain fifteen (16) roads. Two

(2) roads in the Bayhead Park Precinct have been included, one of which will be upgraded. Island View consists of three (3) roads that require rehabilitation.

1.1.1 Site A: Maydon Wharf Precinct

The Maydon Wharf precinct currently has 27 terminals operated by 16 terminal operators. These include five major dry bulk terminals, four major break bulk terminals, five major multi-purpose terminals and three liquid bulk terminals.



Figure 2: Maydon Wharf Precinct

1.1.1.1 Shadwell Road



Road Category	C	Condition	13.30% (Severe)
Length	770 m	Lanes	2
Road Width	10.00 m	Lane width	3.70 m
Traffic Direction	Bidirectional	Traffic Volume	Medium
Drainage (North)	Kerb and channel	Drainage (South)	Kerb and channel
Shoulders	Unsurfaced with railway line alongside and surfaced further down	Truck Staging	Yes, trucks currently stage on the road shoulder
Paving	Required for section of northside shoulder	Level crossings	9
Road markings	Required	Road signage	Required

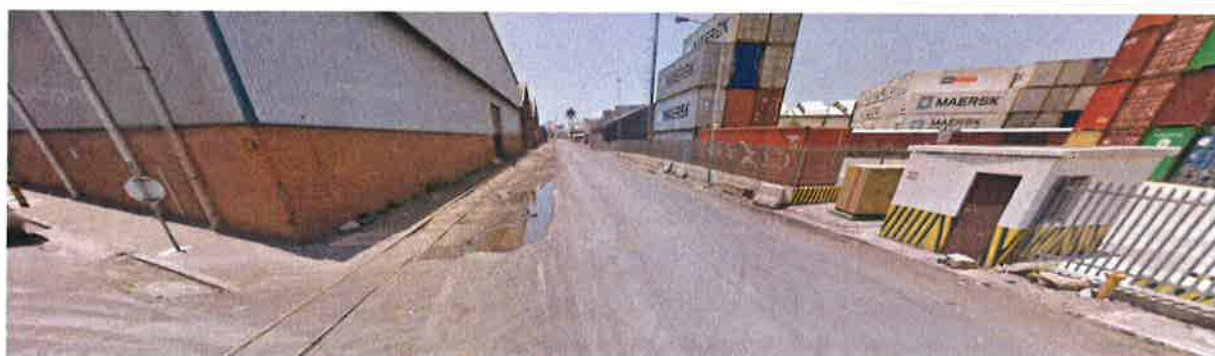


Figure 3: Profile of Shadwell Road

1.1.1.2 McBride Road



Road Category	C	Condition	17.10 % (Severe)
Length	400 m	Lanes	2
Road Width	6.20 m	Lane width	3.10 m
Traffic Direction	Bidirectional	Traffic Volume	Low
Drainage (North)	Kerb and channel	Drainage (South)	None
Shoulders	Unsurfaced with railway line alongside and surfaced further down	Truck Staging	Yes, trucks currently stage on the road shoulder
Paving	Required for southern shoulder	Level crossings	Singular railway line along south road edge
Road markings	Required	Road signage	Required



Figure 4: Profile of McBride Road

1.1.1.3 Parker Road



Road Category	C	Condition	27.30 % (Severe)
Length	400 m	Lanes	2
Road Width	6.20 m	Lane width	3.10 m
Traffic Direction	Bidirectional	Traffic Volume	High
Drainage (North)	Kerb and channel	Drainage (South)	None
Shoulders	Surfaced northern shoulder and unsurfaced southern shoulder	Truck Staging	Permanent truck staging on road edges
Paving	Required for southern shoulder	Level crossings	Two railway lines down center of carriageway
Road markings	Required	Road signage	Required



Figure 5: Profile of Parker Road

1.1.1.4 Methven Road



Road Category	C	Condition	30.10 % (Severe)
Length	720 m	Lanes	4
Road Width	12.50 m	Lane width	3.12 m
Traffic Direction	Bidirectional	Traffic Volume	High
Drainage (North)	Kerb and channel	Drainage (South)	None
Shoulders	Surfaced northern shoulder and unsurfaced southern shoulder	Truck Staging	Frequent truck staging on the southern shoulder
Paving	Required for section of southern shoulder	Level crossings	Singular railway line down center of road
Road markings	Required	Road signage	Required



Figure 6: Profile of Methven Road

1.1.1.5 Herschel Road

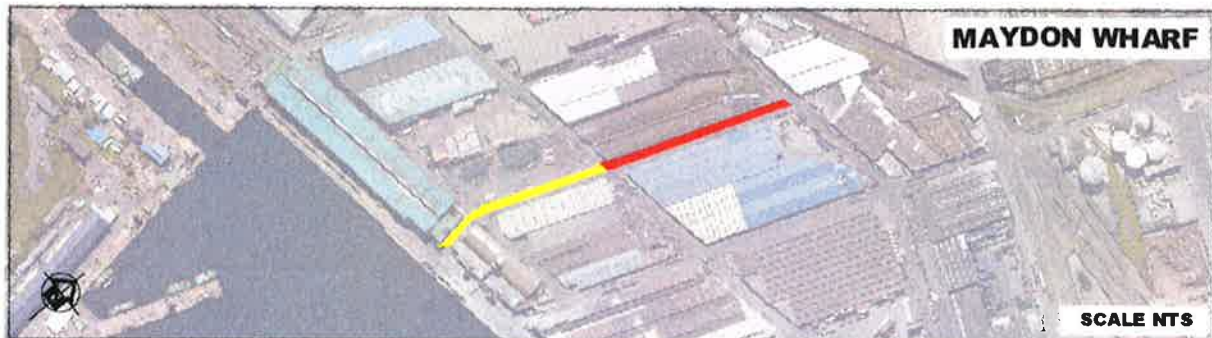


Road Category	C	Condition	42.30 % (Poor)
Length	700 m	Lanes	2
Road Width	10.00 m	Lane width	3.70 m
Traffic Direction	Bidirectional	Traffic Volume	High
Drainage (North)	Kerb and channel	Drainage (South)	Kerb and channel
Shoulders	Unsurfaced northern shoulder and surfaced southern sidewalk	Truck Staging	Yes, trucks staging on road edges
Paving	Required for northern shoulder	Level crossings	4
Road markings	Required	Road signage	Required



Figure 7: Profile of Herschel Road

1.1.1.6 Vetch Road



Road Category	C	Condition	43.80 % (Poor)
Length	250 m	Lanes	2
Road Width	12.00 m	Lane width	3.70 m
Traffic Direction	Bidirectional	Traffic Volume	Medium
Drainage (North)	Kerb and channel	Drainage (South)	Kerb and channel
Shoulders	Surfaced northern sidewalk and unsurfaced southern shoulder	Truck Staging	Yes, trucks currently stage on the road shoulder
Paving	Required for section of northside shoulder	Level crossings	None
Road markings	Required	Road signage	Required



Figure 8: Profile of Vetch Road

1.1.1.7 Rainnie Road



Road Category	C	Condition	14.90 % (Severe)
Length	250 m	Lanes	2
Road Width	14.00 m	Lane width	3.70 m
Traffic Direction	Bidirectional	Traffic Volume	High
Drainage (North)	Kerb and channel	Drainage (South)	Kerb and channel
Shoulders	Surfaced northern sidewalk and unsurfaced southern shoulder	Truck Staging	Yes, trucks currently stage on the road shoulders
Paving	Required for section of southern shoulder	Level crossings	None
Road markings	Required	Road signage	Required



Figure 9: Profile of Rainnie Road

1.1.1.8 Jenky Road



Road Category	C	Condition	14.90 % (Severe)
Length	350 m	Lanes	2
Road Width	12.00 m	Lane width	3.70 m
Traffic Direction	Bidirectional	Traffic Volume	Medium
Drainage (North)	Kerb and channel	Drainage (South)	Kerb and channel
Shoulders	Surfaced northern sidewalk and unsurfaced southern shoulder	Truck Staging	Frequent truck staging
Paving	Required for section of southern shoulder	Level crossings	Singular Private siding
Road markings	Required	Road signage	Required

1.1.1.9 Canal Road



Road Category	C	Condition	57.40 % (Fair)
Length	350 m	Lanes	2
Road Width	12.00 m	Lane width	3.70 m
Traffic Direction	Bidirectional	Traffic Volume	Medium
Drainage (North)	Kerb and channel	Drainage (South)	Kerb and channel
Shoulders	Surfaced sidewalk on both sides of the carriageway	Truck Staging	Road side parking and frequent staging
Paving	Required for areas alongside southern sidewalk	Level crossings	None
Road markings	Required	Road signage	Required



Figure 10: Profile of Canal Road

1.1.1.10 Leuchars Road



Road Category	C	Condition	63.90 % (Good)
Length	350 m	Lanes	2
Road Width	14.00 m	Lane width	3.70 m
Traffic Direction	Bidirectional	Traffic Volume	Medium
Drainage (North)	Kerb and channel	Drainage (South)	Kerb and channel
Shoulders	Surfaced sidewalk on both sides of the carriageway	Truck Staging	Frequent truck staging
Paving	None	Level crossings	Singular railway line at center of the carriageway
Road markings	Required	Road signage	Required



Figure 11: Profile of Leuchars Road

1.1.1.11 Johnstone Road



Road Category	C	Condition	56.90 % (Fair)
Length	1400 m	Lanes	2
Road Width	14.00 m	Lane width	3.70 m
Traffic Direction	Bidirectional	Traffic Volume	High
Drainage (North)	Kerb and channel	Drainage (South)	Kerb and channel
Shoulders	Unsurfaced northern shoulder and surfaced southern sidewalk	Truck Staging	Excessive truck staging on sides of the carriageway
Paving	Required for road unsurfaced road shoulders	Level crossings	17
Road markings	Required	Road signage	Required



Figure 12: Profile of Johnstone Road

1.1.1.12 Wisely Road



Road Category	C	Condition	63.10 % (Good)
Length	700 m	Lanes	4
Road Width	12.00 m	Lane width	3.00 m
Traffic Direction	Bidirectional	Traffic Volume	High
Drainage (North)	Kerb and channel	Drainage (South)	Kerb and channel
Shoulders	Surfaced sidewalk on both sides	Truck Staging	Truck staging on southern shoulder
Paving	Required for section of northside shoulder	Level crossings	3
Road markings	Required	Road signage	Required



Figure 13: Profile of Wisely Road

1.1.1.13 Crabtree Road



Road Category	C	Condition	54.20 % (Fair)
Length	700 m	Lanes	3
Road Width	10.00 m	Lane width	3.30 m
Traffic Direction	Unidirectional	Traffic Volume	High
Drainage (North)	Kerb and channel	Drainage (South)	Kerb and channel
Shoulders	Majority of the road contains unsurfaced shoulders	Truck Staging	Yes, trucks currently stage on the road shoulder
Paving	Required for section of northside shoulder	Level crossings	9
Road markings	Required	Road signage	Required



Figure 14: Profile of Crabtree Road

1.1.1.14 Fletcher Road



Road Category	C	Condition	56.10 % (Fair)
Length	400 m	Lanes	3
Road Width	13.50 m	Lane width	3.50 m
Traffic Direction	Bidirectional	Traffic Volume	Medium
Drainage (North)	Kerb and channel	Drainage (South)	Kerb and channel
Shoulders	Unsurfaced with railway line alongside and surfaced further down	Truck Staging	Frequent truck staging on northside of carriageway
Paving	Required for section of northside shoulder	Level crossings	Single railway line at center of the carriageway
Road markings	Required	Road signage	Required



Figure 15: Profile of Fletcher Road

1.1.1.15 Maydon Road



Road Category	B	Condition	48.20 % (Poor)
Length	2100 m	Lanes	4
Road Width	14.00 m	Lane width	3.50 m
Traffic Direction	Bidirectional	Traffic Volume	High
Drainage (North)	Kerb and channel	Drainage (South)	Kerb and channel
Shoulders	Both shoulders surfaced	Truck Staging	Permanent truck staging on sides of carriageway, only two effective lanes
Paving	Not required	Level crossings	9
Road markings	Required	Road signage	Required



Figure 16: Profile of Maydon Road

1.1.1.16 Davey Road



Road Category	C	Condition	66.40 % (Good)
Length	400 m	Lanes	4
Road Width	14.00 m	Lane width	3.50 m
Traffic Direction	Bidirectional	Traffic Volume	Medium
Drainage (North)	Kerb and channel	Drainage (South)	Kerb and channel
Shoulders	Surfaced sidewalk	Truck Staging	Frequent truck staging both sides of carriageway
Paving	Not applicable	Level crossings	Single railway line at the center of the carriageway
Road markings	Required	Road signage	Required



Figure 17: Profile of Davey Road

1.1.2 Site B: Bayhead Park Precinct

The Ship Repair and Bayhead Park Precinct is home to one of the oldest dry-docks in the country, the Prince Edward Dry Dock as well as the heavy engineering workshop known as Workshop 24. The precinct provides ship repair services such as maintenance and ship repair to tugs, and small harbour craft, general engineering work and steel fabrication, as well as manufacture and maintenance of navigation buoys.

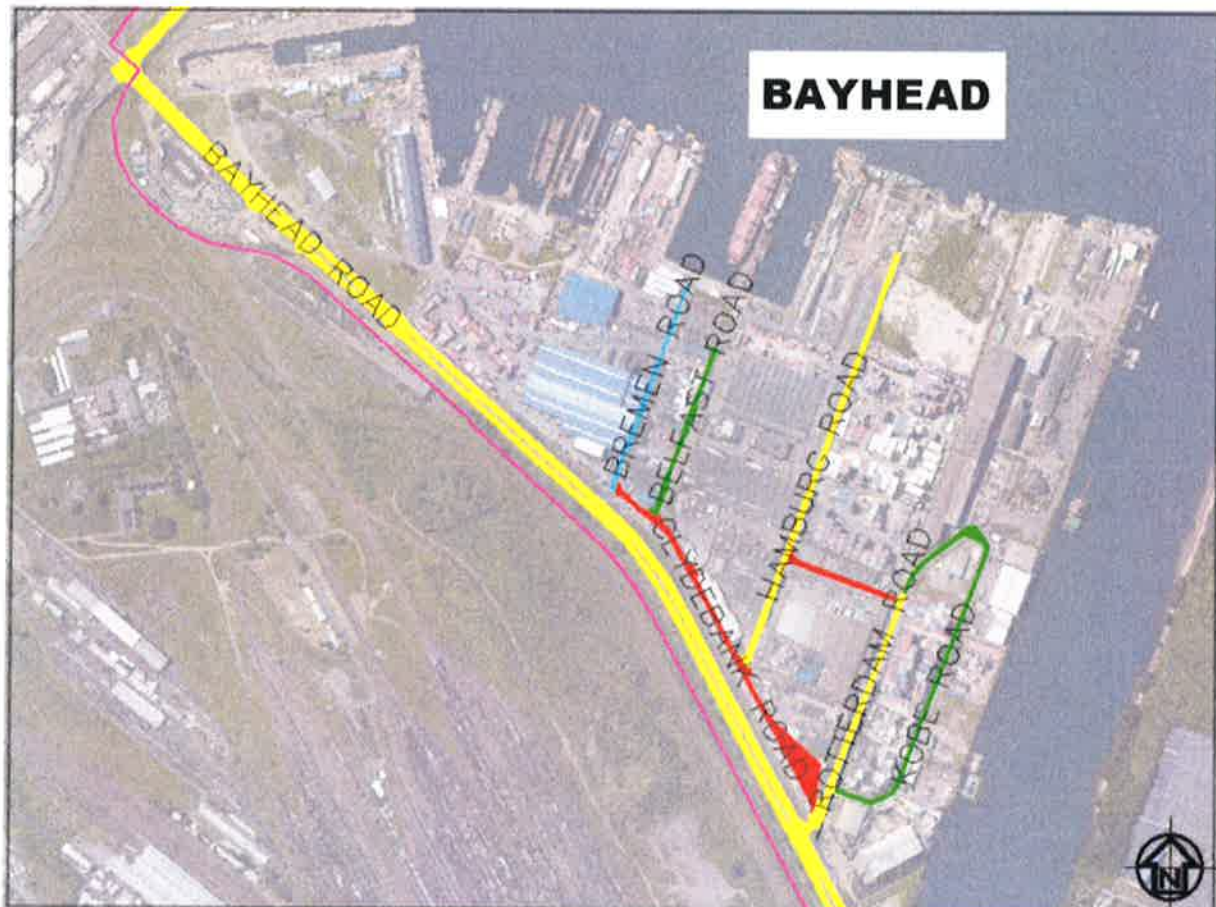


Figure 18: Bayhead Park Precinct

The precinct is situated adjacent to Bayhead Road, the main arterial into the Durban Container Terminals and Island View Complex. The influx of container depots have placed immense strain on the roads and surrounding services of this precinct.

1.1.2.1 Clydebank Road



Road Category	B	Condition	45.00 % (Poor)
Length	620 m	Lanes	2
Road Width	6.20 m	Lane width	3.10 m
Traffic Direction	Unidirectional	Traffic Volume	High
Drainage (North)	Kerb and channel	Drainage (South)	None
Shoulders	Surfaced sidewalk to the north and large unsurfaced shoulder to the south	Truck Staging	Frequent truck staging on the southern road shoulder
Paving	Required for southern shoulder	Level crossings	6
Road markings	Required	Road signage	Required



Figure 19: Profile of Clydebank Road

1.1.2.2 Toulon Road



Road Category	C	Condition	32.20 % (Poor)
Length	770 m	Lanes	2
Road Width	10.00 m	Lane width	5.00 m
Traffic Direction	Bidirectional	Traffic Volume	High
Drainage (North)	Kerb and channel	Drainage (South)	None
Shoulders	Large unsurfaced shoulder on the south	Truck Staging	Frequent truck staging on the southern road shoulder
Paving	Required for section of northside shoulder	Level crossings	None
Road markings	Required	Road signage	Required



Figure 20: Profile of Toulon Road

1.1.3 Site C: Island View Precinct

The Island View Precinct is a petro-chemical hub in the Port of Durban. Most of the land is occupied by terminal operators involved in the movement and storage of South Africa's petrol, diesel, chemicals, aviation fuel and vegetable oils. Dry bulk products such as coal are also stockpiled and handled within the precinct.



Figure 21: Island View Precinct

Leased land area	1 230 847 m ²
Number of tenants	15
Total number of berths	10
Number of storage tanks	656
Total capacity of storage tanks and silos	1 776 846 m ³

Vessels call at the different berths or terminals to offload liquid bulk cargo, which is pumped to and stored in tanks within the precinct. Liquid bulk distribution from storage tanks takes place by pipeline, road, and rail tankers.

The Island View Precinct is linked directly to the operation of fuel pipelines, as well as nearby oil refineries Engen and SAPREF. The refineries are linked to the offshore Single Buoy Mooring (SBM), which is used for the import of crude oil.

Refined products are stored within the precinct and thereafter moved inland by means of the Durban to Johannesburg Pipeline (DJP) and the new multiproduct pipeline which will eventually replace the DJP.

The Island View complex is managed by the Cutler Management Board. The *Contractor* will be required to apply for Cutler permits issued by the Cutler Management Board in order to conduct work in the precinct.

1.1.3.1 Wharfside Road



Road Category	C	Condition	46.30 % (Poor)
Length	2030 m	Lanes	2
Road Width	6.50 m	Lane width	3.25 m
Traffic Direction	Bidirectional	Traffic Volume	High
Drainage (North)	Kerb and channel	Drainage (South)	Kerb and channel
Shoulders	Large unsurfaced shoulder on the south	Truck Staging	None
Paving	Required for section of northside shoulder	Level crossings	None
Road markings	Required	Road signage	Required



Figure 22: Profile of Wharfside Road

1.1.3.2 Honshu Road



Road Category	C	Condition	35.20 % (Poor)
Length	700 m	Lanes	2
Road Width	6.00 m	Lane width	3.00 m
Traffic Direction	Bidirectional	Traffic Volume	High
Drainage (North)	Kerb and channel	Drainage (South)	None
Shoulders	Unsurfaced shoulders on both sides	Truck Staging	Frequent truck staging on the road shoulders
Paving	Required for both shoulders	Level crossings	None
Road markings	Required	Road signage	Required

1.1.3.3 Trinidad Road



Road Category	C	Condition	49.10 % (Poor)
Length	1100 m	Lanes	2
Road Width	6.50 m	Lane width	3.25 m
Traffic Direction	Bidirectional	Traffic Volume	High
Drainage (North)	Kerb and channel	Drainage (South)	Kerb and channel
Shoulders	Unsurfaced shoulder on both sides	Truck Staging	None
Paving	Required for both shoulders	Level crossings	None
Road markings	Required	Road signage	Required



Figure 23: Profile of Trinidad Road

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

1.2.1 Operations of the Site

The *Works* will be performed in an operational environment, each of the roads included in the *Works* will remain operational with ongoing commercial traffic for the duration of the project. The *Contractor* is to remain cognisant of Transnet employees and operational commercial traffic in and around these areas. The *Contractor* must issue a notification of all activities that may cause disruptions and plan effectively to mitigate delays.

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.

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

1.3 Other reports and publicly available information

1.3.1 Tidal Range

Tidal levels for Durban harbor are shown in Table 1.

Table 1: Astronomical Tide Predictions

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

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

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

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 2.

Table 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%
Annual	17.2	13.7	11.8	8.9	6.0	4.0
Summer	17.1	13.6	11.9	9.2	6.4	4.0
Autumn	15.8	12.9	11.1	8.2	5.7	3.8
Winter	16.1	12.7	10.8	7.8	5.3	3.6
Spring	18.4	14.9	13.1	10.0	7.0	4.5

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