

Transnet Property

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE PROVISION OF THE DESIGN AND CONSTRUCTION WORKS OF UMBILO CANAL

RFP NUMBER	: TP/2023/09/0004/42613/RFP
ISSUE DATE	: 29 September 2023
COMPULSORY BRIEFING	: 06 October 2023
CLOSING DATE	: 19 October 2023
CLOSING TIME	: 12h00 noon
TENDER VALIDITY PERIOD	: 12 weeks from closing date

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	FOR THE PROVISION OF THE DESIGN AND CONSTRUCTION WORKS OF UMBILO CANAL
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 WITH SITE VISIT	<p>A Compulsory Tender Clarification Meeting with site visit will be conducted at 120 Eel Road, bayhead, Durban, 29°53'42"S (Latitude), 30°59'07"E (Longitude), on the 6th October 2023, at 10:00am [10 O'clock] for a period of ± 4 (six) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting with site visit will start punctually and information will not be repeated for the benefit of Tenderers arriving late. Bidders wishing to visit the other site are free to do so by making a booking by email to Zandile.Mbatha@transnet.net.</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 and high visibility. • 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 breathalyzer testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licenses are on them for inspection at the access control gates. • Tenderers must complete and sign an attendance register that will be circulated at the meeting.
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	<p>In addition to signing the attendance register a Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing and furnish proof of attendance will be disqualified.</p>
COMMUNICATION	<p>For specific queries relating to this RFP during the tendering stage, a Respondent may only communicate with Zandile Mbatha on email Zandile.Mbatha@transnet.net within five (5) working days before the closing date.</p>
CLOSING DATE	<p>12:00 noon on 19 October 2023</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>

2. TENDER SUBMISSION

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

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

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads**

they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.

- b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;

- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
 - 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
 - 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
 - 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
 - 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
 - 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
 - 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-17], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
 - 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*
5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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

T1.2 TENDER DATA

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

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

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

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

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

		C2.2 Bill of Quantities
	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Regional Procurement Manager
	Name:	Zandile Mbatha
	Address:	150 Commissioner Street, Johannesburg
	E – mail	Zandile.Mbatha@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	<p>1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:</p> <p>An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7</p> <p><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></p>	
	<p>2. Stage Two - Eligibility in terms of the Construction Industry Development Board:</p> <p>a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of 9CE class of construction work, are eligible to have their tenders evaluated.</p> <p>b) Joint Venture (JV)</p> <p>Joint ventures are eligible to submit tenders subject to the following:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; 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 - Eligibility with regards to professional registration:

- A. Professional Engineering Registration with ECSA as Professional Engineer.
- B. SACPCMP for Project Manager (Pr. CPM or Pr. CM Certificate), or Project Management Professional (PMP).
- C. Professional Registered with EAPASA or equivalent.
- D. Registration as an Environmental Assessment Practitioner (EAP) with (EAPASA)
- E. SACPCMP for Health and Safety.
- F. Professional indemnity insurance of R20 000 000 (Twenty Million Rands Only).
- G. Valid Letter of Good Standing (COIDA) UIF.

All Copies for proof of Qualifications and Professional registration must be certified.

The certification must be not older than 3 months.

Any tenderer that fails to meet the stipulated pre-qualifying criteria will be disqualified.

4. Stage Four - Functionality:

Only those tenderers who obtain the minimum qualifying threshold points for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is 70 points.

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

Any tenderer that fails to meet the stipulated threshold 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 intend 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.**

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

Identification details: The tender documents must be uploaded with:

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

Documents must be marked for the attention of:
Employer's Agent:

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

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- C.2.15 The closing time for submission of tender offers is:
Time: **12:00 noon** on the **19th October 2023**
Location: The Transnet e-Tender Submission Portal:
(<https://transnetetenders.azurewebsites.net>);

NO LATE TENDERS WILL BE ACCEPTED

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

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- C.2.23 The tenderer is required to submit with his tender:
1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status and the documents below:

Gatekeepers (Mandatory)

1. CIDB grade 9CE
2. Submit recently certified copy of Proof of Professional Registration with Engineering Council of South Africa (ECSA) as a Professional Engineer (Civil)
3. Submit recently certified copy of Proof of Professional registration for the Project Manager as Professional Construction Project Manager (Pr. CPM) or Professional Construction Manager (Pr. CM) with The South African Council for the Project and Construction Management Professions (SACPCMP) or Project Management Professional (PMP) with Project Management Institute (PMI)
4. Submit recently certified copy of Proof of registration as an Environmental Assessment Practitioner (EAP) with The Environmental Assessment Practitioners Association of South Africa (EAPASA)
5. Submit recently certified copy of Proof of registration with SACPCMP for the Construction Health and Safety Officer
6. Submit proof of Professional Indemnity Insurance of R20 000 000 (Twenty Million Rands Only).

All the above registrations must be valid and in good standing by the closing date of this tender.
All certified copies must not be older than three (3) months from the closing date of this tender.
All above requirements are mandatory. Bidders who fail to submit all documents shall be immediately disqualified.

Pre-qualifying functionality criteria	Sub-Criteria	Sub-Criteria Points Allocation	Maximum number of points
<u>Schedule:</u> Refer to T2.2-04: Evaluation Schedule: Programme	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 and capability to achieve the dates stated in Contracts Data.	6	15
	Dates when the contractor will need access to any part of the site and/or persons and/or information, as well as submission approval process and timing for Health and Safety Files, Environmental Files and Quality Files prerequisites/requirements. Requirements for submission and acceptance process for designs. In addition, the Programme must clearly demonstrate described provision for that review and acceptance process associated with deliverables requiring Employer's acceptance including due cognisance taken of the timeframes associated with undertaking same	2	

	and any other items of this nature. Moreover, the Programme must clearly demonstrate described provision for the process and timeframes associated with undertaking procurement processes for all long lead items, inductions, permits, medicals plant and equipment approvals and any required certifications in this regard. In addition, the Programme must clearly demonstrate described provision for the process and timeframes associated with undertaking all requirements related to COVID-19 readiness and compliance in line with the Employer's Works Information in this regard		
	The Contractor indicates how he/she plans in achieving the following dates and clearly demonstrates them on the schedule by complying with Clause 31.2 of the NEC ECC - Initiates <i>starting date</i> , <i>access dates</i> , Key Dates, Planned Completion, Sectional Completion Dates and Completion Date. In addition, the Programme must clearly demonstrate described 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	2	
	The Programme must clearly support and demonstrate alignment to the approach paper has contained under T2.2-09. In addition, annexed next to the Programme, a basis of scheduled document is required, stipulating, but not limited to, underlying assumptions, conditions, constraints, and approach to providing the works as detailed in the Programme	5	
Management and CVs of the Project Engineer Refer to T2.2-05 for Evaluation Schedule - Management & CVs of Key Personnel	No CV attached or 0 - 4 years Project Engineer experience (related to the works)	0	5
	Project Engineer experience (related to the works) 5 – 6 years.	1	
	Project Engineer experience (related to the works) 7 – 9 years	2	
	Project Engineer experience (related to the works) 10 – 12 years	3	
	Project Engineer experience (related to the works) 13 – 14 years	4	
	Project Engineer experience (related to the works) 15 years or more	5	

<u>Management and CVs of the Project Manager</u> Refer to T2.2-05 for Evaluation Schedule - Management & CVs of Key Personnel	No CV attached or 0 - 4 years Project Manager experience (related to the works)	0	5
	Project Manager experience (related to the works) 5 – 6 years.	1	
	Project Manager experience (related to the works) 7 – 9 years	2	
	Project Manager experience (related to the works) 10 – 12 years	3	
	Project Manager experience (related to the works) 13 – 14 years	4	
	Project Manager experience (related to the works) 15 years or more	5	
<u>Management and CVs of the Environmental Specialist</u> Refer to T2.2-05 for Evaluation Schedule - Management & CVs of Key Personnel	No CV attached or 0 - 4 years Environmental Specialist experience (related to the works)	0	5
	Environmental Specialist experience (related to the works) 5 – 6 years.	1	
	Environmental Specialist experience (related to the works) 7 – 9 years	2	
	Environmental Specialist experience (related to the works) 10 – 12 years	3	
	Environmental Specialist experience (related to the works) 13 – 14 years	4	
	Environmental Specialist experience (related to the works) 15 years or more	5	
<u>Management and CVs of the Health and Safety Officer</u> Refer to T2.2-05 for Evaluation Schedule - Management & CVs of Key Personnel	No CV attached or 0 - 4 years Health and Safety Officer experience (related to the works)	0	5
	Health and Safety Officer experience (related to the works) 5 – 6 years.	1	
	Health and Safety Officer experience (related to the works) 7 – 9 years	2	
	Health and Safety Officer experience (related to the works) 10 – 12 years	3	
	Health and Safety Officer experience (related to the works) 13 – 14 years	4	
	Health and Safety Officer experience (related to the works) 15 years or more	5	
<u>Company Experience:</u> Refer to T2.2-06: Evaluation Schedule: Company Previous Experience	No relevant project experience	0	15
	Bidder has successfully completed 1 - 2 similar Project (Concrete retaining structures). Proof of experience attached in client letter head in the form of award letter, reference letter, contract and completion certificate (for completed works) with the client contact details, project title and description of works.	4	
	Bidder has successfully completed 3 - 4 similar Project (Concrete retaining structures). Proof of experience attached in client letter head in the form of award letter, reference letter, contract and	7	

	completion certificate (for completed works) with the client contact details, project title and description of works.		
	Bidder has successfully completed 5 similar Project (Concrete retaining structures). Proof of experience attached in client letter head in the form of award letter, reference letter, contract and completion certificate (for completed works) with the client contact details, project title and description of works.	10	
	Bidder has successfully completed 6 similar Project (Concrete retaining structures). Proof of experience attached in client letter head in the form of award letter, reference letter, contract and completion certificate (for completed works) with the client contact details, project title and description of works.	13	
	Bidder has successfully completed 7 or more similar Project (Concrete retaining structures). Proof of experience attached in client letter head in the form of award letter, reference letter, contract and completion certificate (for completed works) with the client contact details, project title and description of works.	15	
<u>Quality Management</u> Refer to T2.2-07: Evaluation Schedule: Project Quality Management	Project Quality Plan	5	10
	Quality Control Plan	3	
	Quality Policy	2	
<u>Health and Safety Plan</u> Refer to T2.2-08: Evaluation Schedule: Health and Safety Plan	Health and safety plan	8	15
	Overview of risk assessment processes and examples	2	
	Six-month synopsis of SHE Incidents	2	
	Information contained in the Contractor Safety Questionnaire	2	
	Construction Safety File Index and Construction Safety Work Method Statement	1	

Approach Paper: Refer to T2.2-09: Evaluation Schedule: Approach Paper	Outline of proposed approach	6	25
	Narrative related to programme	4	
	Detailed method statement, technical approach and construction sequencing in terms of the works information (design philosophy)	6	
	Demonstrate an understanding of project objectives	4	
	Detailed list of equipment, plant and people and number thereof to execute the works and areas it will be utilised	3	
	Detailed list of other resources utilised including resource matrix	2	
Maximum possible score functionality			100

Bids that fail to achieve 70 points out of 100 points for functionality (Technical Evaluation) shall be disqualified.

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

C3.11 The minimum number of evaluation points for functionality is: **70**

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

- **T2.2- 04 Schedule**
- **T2.2-05 Management & CVs of Key Persons**
- **T.2.2-06 Company Experience**
- **T02.2-07 Quality Plan**
- **T.2.2-08 Health and Safety Plan Specific to Works**
- **T.2.2-09 Approach Paper**

The scores of each of the evaluators will be averaged, weighted, and then totaled 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 6.

90 where the financial value of one or more responsive tenders received have a value equal to or below R500 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 as per specific goals. Should the BBBEE rating not be provided, tenderers with no verification **will score zero preference points.**

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

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- 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;
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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).

T2.1 List of Returnable Documents

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

- T2.2-01 **Stage One:** Eligibility Criteria Schedule - Certificate of attendance at Compulsory Tender Clarification Meeting
- T2.2-02 **Stage Two as per CIDB:** Eligibility Criteria Schedule - CIDB Registration
- T2.2-03 **Stage Three:** Proof of Registration/Certificate

2.1.2 Stage Three: These schedules will be utilised for evaluation purposes:

- T2.2-04 **Evaluation Schedule:** Schedule
- T2.2-05 **Evaluation Schedule:** Management & CV's of Key Persons
- T2.2-06 **Evaluation Schedule :** Company Experience
- T2.2-07 **Evaluation Schedule :** Quality Plan
- T2.2-08 **Evaluation Schedule:** Health and Safety (Specific to the Works)
- T2.2-09 **Evaluation Schedule:** Approach Paper

2.1.3 Returnable Schedules:

General:

- T2.2-11 Health & Safety Questionnaire
- T2.2-12 Authority to submit tender
- T2.2-13 Record of addenda to tender documents
- T2.2-14 Letter of Good Standing

Agreement and Commitment by Tenderer:

- T2.2-15 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-16 Non-Disclosure Agreement
- T2.2-17 RFP Declaration Form
- T2.2-18 RFP – Breach of Law
- T2.2-19 Certificate of Acquaintance with Tender Document
- T2.2-20 Service Provider Integrity Pact
- T2.2-21 Supplier Code of Conduct

1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-22 Insurance provided by the Contractor

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

2.3 C1.2 Contract Data

2.5 C2.1 Pricing Instructions (Bill of Quantities)

2.6 C2.2 Bill of Quantities

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
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

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

2. Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **9CE** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

T2.2-03: Eligibility Criteria Schedule – Proof of Registration

Eligibility Criteria

A1: Professional Engineering Registration with ECSA as Professional Engineer (Civil)

NAME OF COMPANY:

I/We _____

In our capacity as:

do hereby certify that (Name)

is a professionally registered member of the following body

Certificate Number:

A certificate must be attached

SIGNED at _____ on this _____ day of
_____ 2023

SIGNATURE OF WITNESS

CPM 2020 Rev 01

SIGNATURE OF RESPONDENT

Part T2: Returnable Schedules
T2.2-03: Proof of Registration

A2: Professional Registration for the Project Manager as a Pr. CPM or Pr. CM with SACPCMP or Project Management Professional (PMP)

NAME OF COMPANY:

I/We _____

In our capacity as:

do hereby certify that (Name)

is a professionally registered member of the following body

Certificate Number:

A certificate must be attached

SIGNED at _____ on this _____ day of
_____ 2023

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

A3: Professional Registration with EAPASA or equivalent

NAME OF COMPANY:

I/We _____

In our capacity as:

do hereby certify that (Name)

is a professionally registered member of the following body

Certificate Number:

A certificate must be attached

SIGNED at _____ on this _____ day of
_____ 2023

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

A4: SACPCMP for Health and Safety

NAME OF COMPANY:

I/We

In our capacity as:

do hereby certify that (Name)

is a registered member of the following body

Certificate Number:

A certificate must be attached

SIGNED at

 on this

 day of

 2023

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

A5: Valid Letter of Good Standing (COIDA) UIF

NAME OF COMPANY:

I/We

In our capacity as:

do hereby certify that (Name)

is registered for COIDA and we are in good standing?

Certificate Number:

A Letter of Good Standing must be attached

SIGNED at

 on this

 day of

 2023

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

A6: Valid Proof of Professional Indemnity Insurance (R20 000 000)

NAME OF COMPANY:

I/We _____

In our capacity as:

do hereby certify that (Name)

have professional indemnity insurance with

Policy Number:

A certificate must be attached.

SIGNED at _____ on this _____ day of
_____ 2023

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

T2.2-04: Evaluation Schedule: Programme

Note to tenderers:

Programme

The Tenderer details the proposed programme for evaluation 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 the programme.

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

1. Ability to execute the *works* in terms of the employer's requirements and within the required time frame 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 and capability to achieve the dates stated in the contract data.
- Dates when the contractor will need access to any part of the site and/or persons and/or information, as well as submission approval process and timing of Health and Safety Files, Environmental Files and Quality Files prerequisites/requirements. Requirements for submission and acceptance process for designs. In addition, the programme must clearly demonstrate described provision for the review and acceptance process associated with deliverables requiring the employer's acceptance including due cognizance taken of the timeframes associated with undertaking same and any other items of this nature. Moreover, the programme must clearly demonstrate described provision for the process and timeframes associated with undertaking procurement processes for all long lead time items, inductions, permits, medicals, plant and equipment approvals and any required certifications in this regard. In addition, the programme must clearly demonstrate described provision for the process and timeframes associated with the undertaking of all requirements related to COVID-19 readiness and compliance in line with the employer's Works Information in this regard.
- The Contractor indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule by complying with Clause 31.2 of the NEC ECC - Initiates starting dates, key dates, planned completion, sectional completion dates and completion dates. In addition, the programme must clearly demonstrate described 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.
- Their programme must clearly support and demonstrate alignment to the Approach Paper as contained under T2.2-09. In addition, annexed to the programme, a basis of schedule document is

required, stipulating, but not limited to underlying assumptions, conditions, constraints and approach to providing the works as detailed in the programme.

The table below will be used as guidelines for scoring / evaluating the programme submitted by the Tenderer:

	<p>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 and capability to achieve the dates stated in Contracts Data (6)</p>	<p>Dates when the contractor will need access to any part of the site and/or persons and/or information, as well as submission approval process and timing for Health and Safety Files, Environmental Files and Quality Files prerequisites/requirements. Requirements for submission and acceptance process for designs. In addition, the Programme must clearly demonstrate described provision for that review and acceptance process associated with deliverables requiring Employer's acceptance including due cognisance taken of the timeframes associated with undertaking same and any other items of this nature. Moreover the Programme must clearly demonstrate described provision for the process and timeframes associated with undertaking procurement processes for all long lead items, inductions, permits, medicals plant and equipment approvals and any required certifications in this regard. In addition, the Programme must clearly demonstrate described provision for</p>	<p>The Contractor indicates how he/she plans in achieving the following dates and clearly demonstrates them on the schedule by complying with Clause 31.2 of the NEC ECC - Initiates <i>starting date, access dates, Key Dates, Planned Completion, Sectional Completion Dates and Completion Date</i>. In addition, the Programme must clearly demonstrate described 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 (2)</p>	<p>The Programme must clearly support and demonstrate alignment to the approach paper has contained under T2.2-09. In addition, annexed next to the Programme, a basis of scheduled document is required, stipulating, but not limited to, underlying assumptions, conditions, constraints, and approach to providing the works as detailed in the Programme (5)</p>
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		the process and timeframes associated with undertaking all requirements related to COVID-19 readiness and compliance in line with the Employer's Works Information in this regard (2)		
Score 0	The Tenderer has submitted no information to determine the score	The Tenderer has submitted no information to determine the score	The Tenderer has submitted no information to determine the score	The Tenderer has submitted no information to determine the score
Score 20	The programme is not acceptable as it will not satisfy the project objectives or requirements. The Tenderer has misunderstood the scope of work and does not deal with the critical aspects of the overall program/WBS element in question as the subset of the overall project	<p>The Tenderer has not addressed critical access requirements.</p> <p>The tenderer has not allowed timing for approval process for SHEQ documentation.</p> <p>The Tenderer has not demonstrated any provisions for undertaking COVID-19 compliance and readiness requirements</p>	<p>The Tenderer has addressed this some but not all date requirements and submission contain critical logic and sequencing errors which renders it unrealistic/unachievable.</p> <p>The tenderer has not demonstrated Time Risk Allowance (TRA)</p>	<p>No alignment between programme and approach paper</p> <p>The basis of schedule documentation contains insufficient detail, critical errors and omissions exist as such does not fully support the programme model.</p> <p>Submission does not contain the minimum requirements as stipulated.</p>

				No alignment between basis of scheduled documentation and the programme
Score 40	<p>The programme is in Microsoft Project or Primavera or similar software.</p> <p>The programme is generic, not practical, and unrealistic, therefore is unlikely to satisfy project objectives or employer's requirements regarding the WBS element in question as a subset of the overall project.</p> <p>The Tenderer has misunderstood certain aspects of the Scope of Works and does not deal with the critical aspects of the project or WBS element in question as a subset of the overall project.</p>	<p>The Tenderer has addressed critical but not all access requirements.</p> <p>The Tender has not allowed sufficient timing for approval process for SHEQ documentation.</p>	<p>The Tenderer has addressed some but not all date requirements and submission contain critical logic and sequencing errors which renders it unrealistic/unachievable.</p> <p>The Tenderer has demonstrated in described provision for Time Risk Allowance (TRA) i.e., TRA in insufficient quantities and not assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty</p>	<p>Critical errors or omissions in alignment between programme and Approach Paper.</p> <p>The basis of schedule documentation contains sufficient detail, but critical errors exist as such does not fully support the programme model.</p> <p>Submission contains the minimum requirements as stipulated.</p> <p>No alignment between basis of schedule documentation and programme</p>

<p>Score 60</p>	<p>The programme is in Microsoft Project or Primavera or similar software.</p> <p>The overall programme / WBS element in question addresses specific project objectives.</p> <p>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.</p> <p>The programme / WBS element in question is not predictive in that it contains minor errors or omissions in critical path/s.</p> <p>Activity duration estimates demonstrate the fact that the programme does not represent an</p>	<p>The Tenderer has addressed all access requirements.</p> <p>The Tenderer has not allowed sufficient timing for approval process for SHEQ documentation.</p> <p>The Tenderer has demonstrated described provisions for understanding COVID-19 compliance and readiness requirements i.e., provisions are fully compliant with the employers Works Information.</p>	<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>The Tenderer has not demonstrated described provision for Time Risk Allowance (TRA) i.e., TRA in insufficient quantities, and not assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty.</p>	<p>Minor errors and/or omissions in alignment 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 substantiated.</p> <p>Submission contains the minimum requirements as stipulated.</p> <p>Minor errors and/or omissions exist in alignment of the basis of schedule documentation and programme model.</p>
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	<p>accurate model of project risk.</p> <p>The programme / WBS element in question contains minor errors and omissions in logic (i.e., horizontal and vertical traceability).</p> <p>The programme / WBS element complies with some but not all the stipulations of NEC ECC clause 31.2.</p> <p>The programme / WBS element adequacy demonstrates the sequence, methodology, resource allocations and the underlying approach to provision of the works, in line with the elements of the Works Information and Engineering Specification, as such deals with the critical characteristics of the overall project execution.</p> <p>The programme does not demonstrate the Contractor's understanding</p>			
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	of the Critical Success Factors and risks associated with provision of the works.			
Score 80	<p>The programme is in Microsoft Project or Primavera or similar software.</p> <p>The overall programme / WBS element in question addresses specific project objectives.</p> <p>The overall programme / WBS element in question 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.</p> <p>The programme/WBS element in question is transparent in the demonstration of its bases.</p>	<p>The Tenderer has addressed all access requirements.</p> <p>The Tenderer has allowed sufficient timing for approval process for SHEQ documentation.</p> <p>The Tenderer has demonstrated described provisions for understanding COVID-19 compliance and readiness requirements i.e., provisions are fully compliant with the employers Works Information.</p>	<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>The Tenderer has not demonstrated described provision for Time Risk Allowance (TRA) i.e., TRA in insufficient quantities, and not assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty.</p>	<p>Programme and Approach Paper are fully aligned and submission contains no critical errors or omissions.</p> <p>The basis of schedule documentation contains sufficient detail, no critical errors or omissions as such fully supports the programme model.</p> <p>Submission contains the minimum requirements as stipulated.</p> <p>Basis of schedule documentation and programme are fully aligned.</p>

	<p>The programme/WB S element is predictive in that it provides meaningful critical path/s and and accurate/realistic model of project risk, the latter as demonstrated in activity duration estimates.</p> <p>The programme/WB S element in question contains logic that is horizontally and vertically traceable.</p> <p>The programme/WB S element in question is usable, as it allows for effective management decision making and action.</p> <p>The programme/WB S element complies with the stipulations of NEC ECC Clause 31.2.</p> <p>The programme/WB S element demonstrates the sequence, methodology,</p>			
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	resource allocations, critical success factors, risks and underlying approach to provision of the works, in line with the requirements of the Works Information and Engineering Specification, as such 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	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

T2.2-05: Evaluation Schedule - Management & CV's of Key Personnel

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

1. An Organisation Chart showing key technical personnel (including key personnel) onsite, management and years of experience must be submitted.
2. The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view, namely:
 - i. Relevant experience
 - ii. The education, training, skills and certifications of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the Scope of Works. Proof of work experience, education, training, skills and certifications must be attached to the C.V.
3. Comprehensive CV's should be attached to this schedule:

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

- i. Personal particulars
 - a. Name
 - b. Place (s) of tertiary education and dates associated therewith
 - c. Professional awards
- ii. Qualifications (degrees, diplomas, certificates, grades of membership of professional societies and professional registrations)
- iii. Name of current and previous employer(s) and position(s) with relevant experience in relation to the scope of works and years worked
- iv. Outline of recent assignments/experience that has a bearing on the Scope of Works

Note: Failure to submit the above requested documentation will be result in a score of zero in this section.

List of Key Persons assigned to the above disciplines

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Project Engineer		
2	Project Manager		
3	Environmental Specialist		
4	Health and Safety Officer		

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

	Experience for each of the 4 Key Personnel
Score 0	No CV attached or 0 – <5 years relevant experience (related to the works) No information provided OR submission of no substance/ irrelevant information provided OR less than 5 years' experience OR Relevant accreditation and less than 5 years' experience
Score 20	Relevant experience (related to the works) <ul style="list-style-type: none"> • Relevant accreditation and minimum 5 - 6 years' experience. • CV partially meets the above requirement. • Certified copy of ID attached. • Certified relevant professional body registration
Score 40	Relevant experience (related to the works) <ul style="list-style-type: none"> • Relevant accreditation with 7 - 9 years' experience. • CV partially meets the above requirement. • Certified copy of ID attached. • Certified relevant professional body registration
Score 60	Relevant experience (related to the works) <ul style="list-style-type: none"> • Relevant accreditation with 10 - 12 years' experience. • CV partially meets the above requirement. • Certified copy of ID attached. • Certified relevant professional body registration
Score 80	Relevant experience (related to the works) <ul style="list-style-type: none"> • Relevant accreditation with 13 - 14 years' experience. • CV partially meets the above requirement. • Certified copy of ID attached. • Certified relevant professional body registration
Score 100	Relevant experience (related to the works) <ul style="list-style-type: none"> • Relevant accreditation with 15 or more years' experience. • CV partially meets the above requirement. • Certified copy of ID attached. • Certified relevant professional body registration



Index of documentation attached to this schedule:

[illegible]

T2.2-06: Evaluation Schedule: Company Previous Experience

Note to tenderers:

Tenderers are required to demonstrate their experience over the last five years in similar projects, hazardous areas, conditions and circumstances in relation to the scope of work, and to this end shall supply a sufficiently detailed traceable reference list with contact details of existing and/or previous customers and also indicates their previous experience.

Submit the following documents as a minimum with your tender document:

1. Company previous experience in similar projects, hazardous areas, conditions and circumstances in relation to the scope of works.
2. Contract values of projects completed.
3. List of traceable references with contact details.

The scoring of the Previous Experience will be as follows:

	Company Previous Experience
Score 0	Tenderer has submitted irrelevant information to determine a score
Score 20	<p>Bidder has successfully completed minimum 1 - 2 similar Project (Concrete retaining structures).</p> <p>Proof of experience attached in client letter head in the form of award letter, reference letter, contract and completion certificate (for completed works) with the client contact details, project title and description of works.</p>
Score 40	<p>Bidder has successfully completed minimum 3 - 4 similar Project (Concrete retaining structures).</p> <p>Proof of experience attached in client letter head in the form of award letter, reference letter, contract and completion certificate (for completed works) with the client contact details, project title and description of works.</p>
Score 60	<p>Bidder has successfully completed minimum 5 similar Project (Concrete retaining structures).</p> <p>Proof of experience attached in client letter head in the form of award letter, reference letter, contract and completion certificate (for completed works) with the client contact details, project title and description of works.</p>
Score 80	<p>Bidder has successfully completed minimum 6 similar Project (Concrete retaining structures).</p> <p>Proof of experience attached in client letter head in the form of award letter, reference letter, contract and completion certificate (for completed works) with the client contact details, project title and description of works.</p>

[illegible]

T2.2-07: Evaluation Schedule: Project Quality Plan Requirements

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

1. Project Quality Plan for the contract which satisfies the technical and quality requirements of the Scope of Works identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements.
2. Quality Control Plan (QCP) specific to the project but not limited to:
 - Procurement and construction of concrete retaining structures.
 - The QCP shall identify all inspection tests, and verification requirements to meet the 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 Organization for Standards (ISO 9001:2015) that displays the five key requirements. These requirements include:
 - Is appropriate to the purpose and context of the organisation and supports the strategic direction.
 - Includes a commitment to satisfy applicable requirements.
 - Provides a framework for setting quality objectives.
 - Is communicated and understood within the organization.
 - Includes a commitment to continual improvement of the quality management system.

The scoring of the Tender's Project Quality Plan Requirements criteria is as follows:

	Project Quality Plan (5)	Quality Control Plan (3)	Quality Policy (2)
Score 0	The tenderer has not submitted information to achieve a score.		
Score 20	The information supplied is totally insignificant / inadequate to satisfy the technical and quality requirements of the contractor's scope of work. Very poor / inadequate submission of procedures, reviews, audits controls and	Information supplied is totally insignificant / inadequate to satisfy the technical and quality requirements of the Contractor's scope of works. Very poor / inadequate information in the QCP identifying all inspection,	1 of the 5 key policy requirements are recognised and meet the Employer's requirements

	Project Quality Plan (5)	Quality Control Plan (3)	Quality Policy (2)
	records used to control and verify compliance with the specified Contractual requirements were submitted.	tests and verification requirements to meet the Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witness or whole points	
Score 40	Poor response / answer / solution lacks convincing evidence to satisfy the technical and quality requirements of the Contractor's scope of works. Poor submission of procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements were submitted	Poor response / answer / solution lacks convincing evidence to satisfy the technical and quality requirements of the Contractor's scope of works. Poor information in the QCP identifying all inspection, tests, and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing witness and hold points	2 of the 5 key policy requirements are recognised and meet the Employer's requirements
Score 60	Satisfactory response / answer / solution to the particular aspect of the requirement. Satisfactory submission of procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements were submitted	Satisfactory response / answer / solution to the particular aspect of the requirement. Satisfactory information in the QCP identifying all inspection, tests and verification requirements to meet Contractual applications, specifications, drawings and related details including destructive and non-destructive testing, witness and hold points	3 of the 5 key policy requirements are recognised and meet the Employer's requirements
Score 80	Good response / answer / solution demonstrates real understanding and evidence of ability to meet stated employer's requirements. Good submission of procedures, reviews, audits controls, and records used to control and verify compliance with	Good response / answer / solution demonstrates real understanding and evidence of ability to meet the stated employer's requirements. Good information in the QCP identifying all inspection, tests and verification requirements to meet Contractual obligations,	4 of the 5 key policy requirements are recognised and meet the Employer's requirements

	Project Quality Plan (5)	Quality Control Plan (3)	Quality Policy (2)
	the specified contractual requirements were submitted	specifications, drawings and related details including destructive and non-destructive testing, witness and hold points	
Score 100	Very good response / answer / solution gives real confidence that the Tenderer is most likely to ensure compliance with stated employer's requirements. Very good submission of procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements were submitted	Very good response / answer / solution gives real confidence that the Tenderer is most likely to ensure compliance with the stated employer's requirements. Very good information in the QCP identifying all inspection, tests and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witness and hold points	5 of the 5 key policy requirements are recognised and meet the Employer's requirements

T2.2-08: Evaluation Schedule: Health and Safety Plan Assessment

Submit the following documents as a minimum with your tender:

1. The tenderer must provide their health and safety plan and include the following documents:
 - Roles and responsibilities of legal appointees.
 - Safety Officer CV, role and responsibility.
 - Safety, Health & Environmental Policies.
 - Overview of Tenderer's SHE system for project.
 - List of job categories for project and competencies required per category and plan to address and meet outstanding competencies.
 - Overview of selection process of subcontractors.
 - SHE challenges envisaged for the project and how they will be addressed and overcome.
 - Signed statement acknowledging receipt and budget provision for SHE pack requirements.
2. Overview of Risk Assessment processes and examples.
3. Six months synopsis of SHE incidents, description, type and action taken.
4. Complete and return with tender documentation the Contractor Safety Questionnaire appended hereto.
5. Construction Safety File (Index) and Construction Safety Work Method Statement.

The scoring of the Health and Safety Requirements will be as follows:

(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 their personal knowledge and are to the best of their belief both true and correct)



	Health and safety plan (8)	Overview of risk assessment processes and examples (2)	Six month synopsis of SHE Incidents (2)	Information contained in the Contractor Safety Questionnaire (2)	Construction Safety File Index and Construction Safety Work Method Statement (1)
Score 0	The tenderer has submitted no information or information not as described to determine a score.				
Score 40	Information supplied is totally insignificant or inadequate to meet Employer's requirements	Information Supplied by tenderer is totally inadequate. Methodology of hazard identification and risk assessment is not clear. Only minor risks are listed, mitigation measures ignore the hierarchy of controls.	No procedure for formally investigating Health, Safety and Environmental Incidents. Tenderer supplied insufficient information to establish incident trends.	Incomplete Contractors Safety Questionnaire returned with tender documentation	Safety file index supplied does not cover most of information that should form part of the health and safety file. Page numbering does not talk to the content of the file/ incorrect page numbering.
Score 40	Health and Safety Plan submission unlikely to ensure compliance with stated Employer's Works Information	Tenderer's health and safety management plan makes reference to the need to conduct risk assessment but has no effective technique to carry this out. Examples given are not relevant to the project	Incident procedure in place but not implemented . Incident trends show performance is not improving.	Contractor's safety Questionnaire answered unlikely to ensure compliance.	The content of index page does not cover key information that should form part of the Health and Safety file per the client requirements.



Score 70	Health and Safety Plan submission possibly able to ensure compliance with stated Employer's Works Information.	Tenderer has a comprehensive set of techniques for risk assessment of all health, safety and environmental hazards with follow up on effectiveness of implemented control measures to ensure continuous improvement. Examples given by the tenderer cover some of key activities as per employer's works information.	Incident management procedure in place and possibly able to reduce level of incidents, however it's not clearly stated how will it be implemented / managed. Limited management participation. Incident trends show minor improvement.	Answered contractor's safety Questionnaire possibly able to ensure compliance with stated Employers Works Information.	Key legal requirements are covered pertaining to the project.
Score 90	Health and Safety Plan submission likely to ensure compliance with stated Employer's Works Information.	Tenderer has a comprehensive set of techniques for risk assessment of all health safety and environmental hazards with follow up on effectiveness of implemented control measures to ensure continuous improvement. Examples given by the tenderer cover Most of	Investigation methods and teams are selected based on the severity or potential severity of incidents. Limited near miss investigation . Incident trends show steady improvement	Submitted contractor's safety Questionnaire likely to ensure compliance with stated Employers Works Information.	Key legal documents have been included on the index page and in line with legislation.



		key activities as per employer's works information.			
Score 100	Health and Safety Plan submission most likely to ensure compliance with stated Employer's Works Information.	Overview of the Baseline indicate major activities specific to the project. Examples described demonstrate a clear understanding of risks and these have been categorized with the higher risk terms first and only the significant risks have been listed, plus the mitigating measures take into account hierarchy of controls.	Investigation methods and teams are selected based on the severity or potential severity of incidents, follow up remedial actions and communication of incident learning of effective prevention. Near miss incidents investigated in the same manner as other incidents. Incident trends show drastically improvement and evidence of mature reporting culture.	Contractor's safety Questionnaire submission most likely to ensure compliance with stated Employers Works Information.	All required document have been submitted in line with client health and safety management plan.

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

T2.2-09: Evaluation Schedule: Approach Paper

Note to tenderers:

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

Approach paper should articulate what the Tenderer will provide in achieving the stated objectives for the project which should include details contained in the schedule which is aligned to the programme under T 2.2.-04. Tenderers to also exhibit a clear understanding of the Scope of Works and provide detailed method statements for all activities in the schedule incorporating industry standard best practice.

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

The approach paper should cover:

- a. Outline of proposed approach
- b. Narrative related to the programme
- c. Detailed method statement, technical approach and construction sequencing in terms of the Works Information (design philosophy)
- d. Demonstrate the understanding of the project objectives
- e. Detailed list of equipment, plant and people and number thereof to execute the works, and areas it will be utilised
- f. Detailed list of other resources utilized including the resource matrix

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

The Tenderer must refer to the Works Information for a full description of the scopes of works.

	Approach Paper and methodology
Score 0	The Tenderer has submitted no information to determine the score.
Score 20	The approach paper is not acceptable as it will not satisfy the project objectives or requirements. The Tenderer has misunderstood the scope of work and does not deal with the critical aspects of the project
Score 40	The technical approach and / or methodology is poor, not realistic and is therefore unlikely to satisfy the project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Score 60	The approach is tailored to address specific project objectives and requirements. The approach adequately deals with the critical characteristics of the project. The approach to managing risk is adequate.

	Approach Paper and methodology
Score 80	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The approach to managing the risks etc. is specifically tailored to the critical characteristics of the project.
Score 100	Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge and state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.

T2.2-10: Health and Safety Questionnaire

Health, Safety Questionnaire

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

3. CERTIFICATE OF RECOGNITION

Does your company have a Certificate of Recognition?

☐ Yes ☐ No If Yes, what is the Certificate No. _____ Issue Date _____**4. SAFETY PROGRAM**

Do you have a written safety program manual?

☐ Yes ☐ No

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution?

☐ Yes ☐ No

If Yes, provide a copy for review

Does your safety program contain the following elements:

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

5. TRAINING PROGRAM5A. Do you have an orientation program for new hire employees? ☐ Yes ☐ No

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

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

5B. Do you have a program for training newly hired or promoted supervisors? <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, submit an outline for evaluation. Does it include instruction on the following:					
	Yes	No		Yes	No
EMPLOYER RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY COMMUNICATION	<input type="checkbox"/>	<input type="checkbox"/>
EMPLOYEE RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	FIRST AID/MEDICAL PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
DUE DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	NEW WORKER TRAINING	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY LEADERSHIP	<input type="checkbox"/>	<input type="checkbox"/>	ENVIRONMENTAL REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>
WORK REFUSALS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
INSPECTION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>	PRE-JOB SAFETY INSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	DRUG & ALCOHOL POLICY	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	PROGRESSIVE DISCIPLINARY POLICY	<input type="checkbox"/>	<input type="checkbox"/>
SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFICATION REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>

6. SAFETY ACTIVITIES
 Do you conduct safety inspections? Yes No Weekly Monthly Quarterly
 ☐ ☐ ☐ ☐ ☐

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

Who follows up on inspection action items? _____

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

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

 Is pre-job safety instruction provided before to each new task? ☐ Yes ☐ No
 Is the process documented? ☐ Yes ☐ No
 Who leads the discussion? _____

Do you have a hazard assessment process? ☐ Yes ☐ No
 • Are hazard assessments documented? If yes, how are hazard assessments communicated and implemented on each project? Who is responsible for leading the hazard assessment process?

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

How does your company measure its H&S success?
 • Attach separate sheet to explain

7. SAFETY STEWARDSHIP						
7A	Are incident reports and report summaries sent to the following and how often?					
		Yes	No	Monthly	Quarterly	Annually
	Project/Site Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Safety Director/Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	/Chief Executive Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7B	How are incident records and summaries kept? How often are they reported internally?					
		Yes	No	Monthly	Quarterly	Annually
	Incidents totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Incidents totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Subtotaled by foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7C	How are the costs of individual incidents kept? How often are they reported internally?					
		Yes	No	Monthly	Quarterly	Annually
	Costs totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Costs totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Subtotaled by foreman/general foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7D	Does your company track non-injury incidents?					
		Yes	No	Monthly	Quarterly	Annually
	Near Miss	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Fire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Environmental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8 PERSONNEL						
List key health and safety officers planned for this project. Attach resume.						
Name		Position/Title			Designation	
Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?						
Name		Address			Telephone Number	
Other responsibilities:						
9 REFERENCES						
List the last three company's your firm has worked for that could verify the quality and management commitment to your occupational Health & Safety program						
Name and Company		Address			Phone Number	

T2.2-12: 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

T2.2-13: Record of Addenda to Tender Documents

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

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

T2.2-15: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

Signed

Date

Name

Position

Enterprise
name

SBD 6.1

SPECIFIC GOALS POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000

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).

1. GENERAL CONDITIONS

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

- the 90/10 system for requirements with a Rand value of up to R500 000 000 (all applicable taxes included); and

1.2 The value of this bid is estimated to **not exceed** R500 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

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

2. 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.

3. DEFINITIONS

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

4. POINTS AWARDED FOR PRICE

4.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

$$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

- 5.1 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	8
Non-compliant contributor	0

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

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

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.

- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 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.
- 5.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

6. BID DECLARATION

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

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

- 7.1 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.)

8. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 8.1.1 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	
-----	--	----	--

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional Service provider

☐ Other Service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

WITNESSES

- 1.
- 2.

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

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State Institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

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

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are 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

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

Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

T2.2-15 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

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

2. CONFIDENTIAL INFORMATION

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

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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

Signed

Date

Name

Position

Tenderer

T2.2-16: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-17 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.

-
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
 - For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
 - All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

T2.2-17: 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

T2.2-18 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

-
- b) geographical area where Services will be rendered [market allocation]
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a Tender;
- e) the submission of a tender which does not meet the specifications and conditions of the tender; or
- f) Tendering with the intention not winning the tender.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this tender relates.
8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-19 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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

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

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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

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

-
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

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

b) Labour

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

c) Environment

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

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

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

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

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

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

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

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

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

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

- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

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

9 CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between

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

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

11 GENERAL

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

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

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

Signature

Date

T2.2-20 : 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

T2.2-21: 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)			

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 Design and Construction Works of Umbilo Canal**

The tenderer, identified in the Offer signature block, has

	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
--	---

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

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

Name &
signature
of witness

Date

C1.2 Contract Data

Part one - Data provided by the *Employer*

CI	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		B: Priced contract with a Bill of Quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X7: Delay damages
		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) ¹	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)

¹ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009

Address

Registered address:

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

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

**Transnet Property
1st Floor
Transnet Pipelines Building
202 Anton Lembede Street
Durban
4001**

**Postal Address:
P O Box 61577
Bishopsgate
South Africa 4008**

Tel No.

10.1	The <i>Project Manager</i> is: (Name)	Sizwesihle Kumalo
	Address	Transnet Property 1st Floor Transnet Pipelines Building 202 Anton Lembede Street Durban 4001
	e-mail	sizwesihle.kumalo@transnet.net
10.1	The <i>Supervisor</i> is: (Name)	Simone Perumall
	Address	Transnet Property 1st Floor Transnet Pipelines Building 202 Anton Lembede Street Durban 4001
	e-mail	simone.perumall@transnet.net
11.2(13)	The <i>works</i> are	The Provision of the Design and Construction Works of Umbilo Canal
11.2(14)	The following matters will be included in the Risk Register	None
11.2(15)	The <i>boundaries of the site</i> are	Bayhead, Durban, South Africa (See attached Canal Layout Plan)
11.2(16)	The Site Information is in	Part C4
11.2(19)	The Works Information is in	Part C3

12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	2 weeks	
2	The Contractor's main responsibilities	No additional data is required for this section of the conditions of contract.	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	8 months from the contract start date	
30.1	The <i>access dates</i> are	Part of the Site	Date
		1	
		2	
		3	
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
31.2	The <i>starting date</i> is.	TBA	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
4	Testing and Defects		
42.2	The <i>defects date</i> is	52 (fifty two) weeks after Completion of the whole of the works.	
43.2	The <i>defect correction period</i> is	2 weeks	
5	Payment		
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) day of each successive month.	
51.1	The <i>currency of this contract</i> is the	South African Rand.	
51.2	The period within which payments are made is	Payment will be made on or before the last day of the month after the month in which a valid tax invoice and statement are received.	
51.4	The <i>interest rate</i> is	The prime lending rate of the Standard Bank of South Africa.	
6	Compensation events		
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	The cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius the number of days with snow lying at 08:00 hours South African Time	

and these measurements: Durban

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:

Bayhead, Durban

and which are available from:

South African Weather Service 012 367 6023 or info3@weathersa.co.za.

7	Title	No additional data is required for this section of the <i>conditions of contract</i> .
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	NONE
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
	2 Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
84.1	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 "Confirmation of Insurance: Transnet (SOC) Limited Principal Controlled Insurance" appended to Part One of this Contract Data (Date Provided by the <i>Employer</i>).
84.1	<p>The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is</p> <p>The <i>Contractor</i> provides these additional Insurances</p>	<p>The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.</p> <ol style="list-style-type: none"> 1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the <i>Employer</i> that such plant & materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site. 3 Should the <i>Employer</i> have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the <i>Contractor's</i> policies of insurance as well as those of any subcontractor 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.

		<p>5 The insurance coverage referred to in 1, 2, 3, and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the Employer. The Contractor shall arrange with the insurer to submit to the Project Manager the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the Contractor</p> <p>6 The level of insurance will be kept under review by the Employer, on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Contractor.</p> <p>7 The Contractor shall arrange insurance with reputable insurers and will produce to the Employer evidence of the existence of the policies on an annual basis within 30 [thirty] calendar days after date of policy renewals.</p> <p>10 23.3 Subject to clause 23.4 below, if the Supplier fails to effect adequate insurance under this clause 23, it shall notify Transnet in writing as soon as it becomes aware of the reduction or inadequate cover and Transnet may arrange or purchase such insurance. The Supplier shall promptly reimburse Transnet for any premiums paid provided such insurance protects the Supplier's liability. Transnet assumes no responsibility for such insurance being adequate to protect all of the Supplier's liability.</p>
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 (PCI) or Project Specific Insurance.	<p>As stated in the Principal Controlled Insurance policy for Contract Work</p> <p>Principal Controlled Insurance</p>
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
1	Data for main Option clause	
B	Priced contract with bill of quantities	
60.6	The <i>method of measurement</i> is	published by and amended as stated in the preambles to the bill of quantities.

1 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	The Chairman of the Association of Arbitrators (Southern Africa)
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	
1 Data for secondary Option clauses		
X2	Changes in the law	No additional data is required for this Option
X7	Delay damages (but not if Option X5 is also used)	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R 100 000.00 per day up to 10% of the contract value
X16	Retention (not used with Option F)	
X16.1	The retention free amount is	NIL
	The retention percentage is	5% on all milestone payments certified.
X18	Limitation of liability	

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	The Total of the Prices
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	Five (5) years after Completion of the whole of the works
Z	<i>Additional conditions of contract</i>	
	The <i>additional conditions of contract</i> are:	
Z.1	Obligations in respect of Supplier Development Programme (SDP)	
Z1.1	It will be a material term of this contract that the <i>Contractor</i> contributes to the Supplier Development Programme promoted by the Department of Public Enterprises of the Government of South Africa, as applied by the <i>Employer</i> . In response to this requirement, the <i>Contractor</i> undertakes to implement the Supplier Development (SD) initiatives as per the <i>Contractor's</i> Supplier Development Plan.	
Z1.2	The <i>Contractor's</i> SD Plan constitutes an offer to perform all its SD commitments to a minimum of __% of the total of the Prices and within the time period/s (every three months), identified by the SD Milestone Dates, indicated in Returnable schedule and will constitute a binding agreement.	
Z1.3	In order to prevent any doubt, the <i>Contractor's</i> SD obligations shall not constitute a separate activity in the <i>activity schedule</i> . The value of the <i>Contractor's</i> SD commitments shall be included in the total of the Prices to Provide the Works. No specific payment for SD will therefore be made by the <i>Employer</i> .	
Z1.4	The milestones for the implementation of SD targets will be every six months after Contract Date. The <i>Employer's Agent</i> will verify the exact dates, constituting the milestones for SD, by instruction after Contract Date. This instruction will not constitute a compensation event. The <i>Contractor</i> shall in its SD Plan state the Condition (completed value of its total SD commitment) to be met by each SD Milestone Date (every three months).	

Z1.5	<p>The <i>Contractor</i> shall provide TP with Supplier Development Implementation Plan within 45 days from the signature date of the Contract setting out the nature, extent and monetary value of the Contractor's commitments which the <i>Contractor</i> shall undertake, as well as the mechanisms to allow for access to information and verification of the <i>Principal Controlled Insurance</i> compliance with the Implementation Plan, as shall be agreed with the <i>Employer</i>. The <i>Contractor</i> shall deliver and action its SD commitments as outlined in the SD Implementation Plan, which progress will be reported by the <i>Contractor</i> to the <i>Employer</i> on a monthly basis during the term of the Contract.</p>
Z1.6	<p>Money shall be retained in line with X16 by the <i>Employer</i> for its due performance of its SD commitments, at no additional cost to the <i>Employer</i>.</p> <p>The retention for SD shall be 5% of the total of the prices. The <i>Employer</i> reserves the right to stipulate additional measures from the <i>Contractor</i> to ensure that overall contractual SD commitments are achieved.</p>
Z1.7	<p>The <i>Employer</i> will be entitled to recover any shortfall between the SD retention amount and Non-compliance Penalty imposed by increasing the overall percentage retained on payments certified (X16) in lieu of payment of the remaining shortfall or deduct (set) amounts not paid to the <i>Contractor</i> from the account of the <i>Contractor</i> in the ensuing month.</p>
Z1.8	<p>The <i>Contractor</i> shall provide to the <i>Employer</i>, upon receiving an instruction to do so, any documentation and/or evidence required by the <i>Employer</i> which in the <i>Employer's</i> opinion would be necessary to verify whether the <i>Contractor</i> has met the Condition of any SD Milestone. The <i>Contractor</i> shall provide the said documentation and/or evidence within the period stated in the instruction. Where the Contractor fails to provide the documentation and/or evidence within the period stated, it will be deemed that the <i>Contractor</i> has failed in full to meet the Condition of the SD Milestone Date in question. The provision of the documentation and/or evidence shall not constitute a compensation event.</p>
Z1.9	<p>If the <i>Contractor</i> fails to achieve any SD milestone the <i>Employer</i> shall deduct a non-compliance penalty from retention to the value of the full outstanding amount each SD milestone Date Condition not fully met plus an additional percentage.</p>

Z1.10		<p>The <i>Contractor</i> shall provide the <i>Employer</i> with a credit note for the amount due under this clause within 10 days after receipt of an invoice from the <i>Employer</i>, failing which the <i>Employer</i> shall, without prejudice to any other rights of the <i>Employer</i> under this Agreement, be entitled to:</p> <ul style="list-style-type: none"> deduct the amount due for the non-compliance penalty under the retention clause and Claim payment of the remaining amount due of the non-compliance penalty from the <i>Contractor</i>. The <i>Employer</i> is entitled to deduct this amount not paid by the <i>Contractor</i> from the SD retention percentage.
Z1.11		In addition to the Supplier Development and B-BBEE commitments that the <i>Contractor</i> makes, the <i>Contractor</i> has in its tender provided with the <i>Employer</i> with an understanding of the Contractor's position with regard to issues such a waste disposal, recycling and energy conservation.
Z1.12	Reporting Obligations for Supplier Development	Please see Annexure D
Z2	Additional clause relating to Performance Bonds and/or Guarantees	
Z2.1		<p>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 <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i> with a long term international credit rating (international institutions) and long term national credit rating (local institutions) (by Moody's Investors Services Limited or Fitch Ratings Limited or any other successor to their respective ratings business or any other ratings agency approved by the <i>Employer</i>) of at least A – (in the case of Fitch Ratings Limited) and A3 (in the case of Moody's Investor Services Limited) and otherwise acceptable to the <i>Employer</i> (in its sole and absolute discretion). In any event if the credit rating of the issuer of the guarantee falls below the required minimum before the expiry date, the guarantee should be replaced at the cost of the <i>Contractor</i> with an issuer that complies with the minimum required credit rating.</p>
Z3	Obligations in respect of Joint Venture Agreements	

Z3.1	<p>27.5. In the instance that the <i>Contractor</i> is a joint venture, the <i>Contractor</i> 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.</p> <p>The Joint Venture agreement shall contain but not be limited to the following:</p> <ul style="list-style-type: none"> • A brief description of the Contract and the Deliverables; • The name, physical address, communication 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: <ul style="list-style-type: none"> i. of their joint and several liability to the Employer to Provide the Works; ii. identification of the leader in the joint venture confirming the authority of the leader to bind the Joint Venture through the <i>Contractor's</i> representative; iii. Identification of the roles and responsibilities of the constituents to Provide the Works. • Financial requirements for the Joint Venture: <ul style="list-style-type: none"> i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time; ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture
Z3.2	<p>27.6. The contractor shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.</p>
Z4	Additional obligations in respect of Termination
Z4.1	<p>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</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • commenced business rescue proceedings (R22) • repudiated this Contract (R23)

Z4.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows: Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"
Z4.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z6	Local Content Obligations	
Z6.1		In terms of Annexure A (SBD 6.2) and Annexure C of the RFP, the <i>Contractor</i> has undertaken to implement the local content and production requirements set by National Treasury for Electrical and telecommunication cables sector ("local content undertaking"). It is recorded that the local content undertaking was a prequalification criterion of the RFP and it is therefore mandatory for the Contractor to comply with Annexures A and C in order for it to fulfil its local content obligations.
Z6.2		The <i>Contractor</i> is required to note that the <i>Employer</i> , the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the local content requirements as prescribed in Regulation 9 of the Preferential Procurement Regulations, 2011 issued in terms of the Preferential Procurement Policy Framework Act
Z6.3		The <i>Contractor</i> is required to continuously update Declarations C, D and E of the Local Content Declaration templates with the actual local content values for the duration of the contract.
Z6.4		Breach of Local Content obligations also provides the <i>Employer</i> cause to terminate the contract in certain cases where material non-compliance with Local Content requirements are not achieved.
Z6.5	Non-compliance Penalties for Local Content	The Contractor must refer to Annexure C of the Contract Data with regards to non-compliance penalties applicable to Local Content, and to note that penalties will be deducted from the retention amount allocated to local content as shown in clause X16.
Z6.6	Reporting Obligations for Local Content	
		Please see Annexure D
Z7	Right Reserved by Transnet to Conduct Vetting through SSA	

Z7.1	<p>Transnet 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:</p> <ol style="list-style-type: none"> 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.
Z8	Additional Clause Relating to Collusion in the Construction Industry
	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared bid rigging including blacklisting.
Z9	<p>Protection of Personal Information Act</p> <p>The <i>Employer</i> and the <i>Contractor</i> 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.</p>

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)² 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.

C	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:	

² Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009

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

11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is		
11.2(14)	The following matters will be included in the Risk Register		
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:		
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		
B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components	
41 in SSCC	The percentage for people overheads is:	%	
21 in SSCC	The published list of Equipment is the last edition of the list published by The percentage for adjustment for Equipment in the published list is %		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or Rate capacity
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee	Hourly rate
62 in SSCC	The percentage for design overheads is	%	
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		

Annexure C – Non-compliance Penalties for Local Content

Non-compliance Penalties for Local Content:

- a) Should the DTI provide exemption, the *Contractor* shall be entitled to provide the goods at the lower local content threshold set by DTI. In such event, the Parties shall in good faith renegotiate the milestone targets or local content undertaking to ensure that the lowered local content thresholds are achieved.
- b) Should DTI not provide the necessary exemption, the *Contractor* shall be obliged to meet each milestone target as stated in the Local Content Plan or the local content undertaking.
- c) Should the *Contractor* fail to meet any milestone target or the local content undertaking, the following remedies shall apply without limiting any of the *Employer's* other rights in law:
 - i. The *Employer* shall afford the *Contractor* a period of thirty (30) days to remedy its non-compliance.
 - ii. Should the *Contractor* fail to meet its obligations within the further 30 day period, the *Contractor* shall pay a Non-Compliance penalty ("Non-compliance Penalty") to the *Employer* in respect of such Non-compliance as set out in clause iv below. The penalties shall be imposed per milestone measurement for non-delivery of committed values in the case of a Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately.
 - iii. To the extent that the Actual Local Content Spend³ is lower than the Required Local Content Spend⁴ (or the Adjusted Required Local Content Spend⁵, as the case may be), the *Contractor* shall be liable for Penalties which is the difference in value between the Actual Local Content Spend and the Required Local Content Spend (or the Adjusted Required Local Content Spend, as the case may be) plus an additional percentage of such difference. Such Non-compliance Penalties shall be calculated and levied at the relevant milestones as stipulated in the Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately, in accordance with clause iv below.
 - iv. Non-compliance penalties shall apply at the following rate: the difference in value between the Required Local Content Spend and the Actual Local Content Spend, plus 5% of such difference.
 - v. In order to guarantee that the *Contractor* meets its obligations in terms of the Local Content Plan or its committed local content undertaking, the *Employer* shall be entitled to retain a Non-compliance Penalty at the rate of 1.5% of every monthly payment due by the *Employer* to the *Contractor* over the contract period ("the Local Content Retention Amount"). The Local Content

³ Actual Local Content Spend means the monetary value of local content initiatives actually delivered by the Supplier during the period under review.

⁴ Required Local Content Spend means the monetary value of local content obligations that the Supplier has agreed to deliver during the period under review.

⁵ Adjusted Required Local Content Spend means any adjustment to the Required Local Content Spend as prescribed by DTI through the process of exemption referred to in clause c) above and as agreed to between the parties, reduced to writing and signed by the parties.

Retention Amount shall be set off against any penalties payable by the *Contractor* at any milestone assessment.

- d) Should no penalties be imposed during the duration of the contract, the *Employer* shall refund the full value of the Local Content Retention Amount to the *Contractor* at the end of the contract period.
- e) Should any unpaid penalties remain at the end of the contract period, then without limiting other rights that the *Employer* may have in law, the *Contractor* shall forfeit the Local Content Retention Amount and shall have no further claim against the *Employer* for the repayment of such amount.

Non-compliance Penalty Certificate:

- f) If any Non-compliance Penalty arises, the Supplier Development Manager shall issue a Non-compliance Penalty Certificate on the last day of each month during such Non-compliance indicating the Non-compliance Penalties which have accrued during that period.
- g) A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the *Contractor* disputes any of the amounts set out in a Non-compliance Penalty Certificate:
 - the dispute shall be resolved in accordance with the provisions of the Contract; and
 - if pursuant to that referral, it is determined that the *Contractor* owes any amount to the *Employer* pursuant to the Non-compliance Penalty Certificate, then the *Contractor* shall pay such amount to the *Employer* within 10 (ten) Business Days of the determination made pursuant to such determination and an accompanying valid Tax Invoice.

Payment of Non-compliance Penalties:

- h) Subject to Clause i) above, the *Contractor* shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate within 10 (ten) Business Days of the *Employer* issuing a valid Tax Invoice to the *Contractor* for the amount set out in that certificate. If the *Employer* does not issue a valid Tax Invoice to the *Contractor* for Non-compliance Penalties accrued during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.
- i) The *Contractor* shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from the *Employer*, failing which Transnet shall, without prejudice to any other rights of the *Employer* under this Agreement, be entitled to call for payment which may be in any form the *Employer* deems reasonable and appropriate.
- j) It is agreed that the *Employer*, the DTI, the South African Bureau of Standards and/or any of their appointed agents shall be entitled to monitor, evaluate and audit the *Contractor's* compliance with its obligations under the Local Content Plan. To this end, the *Contractor* shall provide its full cooperation to the respective bodies referred to in this clause to ensure that effective monitoring, evaluation and auditing takes place.
- k) The Non-Compliance Penalties set forth in this Clause are stated exclusive of VAT. Any VAT payable on Non-Compliance Penalties will be for the account of the *Contractor*.

Annexure D – Reporting

Reporting

- a) The *Contractor* shall monitor, audit, and record in an auditable manner, its own implementation and compliance with its Local Content obligations, the B-BBEE Improvement Plan and the Supplier Development Implementation Plan and provide the *Employer's Agent* with such information as the *Employer's Agent* may reasonably request concerning its Local Content obligations, the implementation of the B-BBEE Improvement Plan and the Supplier Development Implementation Plan.
- b) The *Contractor* shall, on a monthly basis from the Commencement Date and within 7 (seven) calendar days of the end of the previous calendar month, provide the *Employer* with a report (for monitoring purposes only) in respect of each of its Local Content obligations, the B-BBEE Improvement Plan and the Supplier Development Implementation Plan.
- c) The *Employer*, through its Supplier Development division, shall, every 3 (three) months from the Commencement Date, review and verify the *Contractor's* undertakings stipulated in this clause with respect to B-BBEE and Supplier Development commitments, based on the *Contractor's* report.
- d) The *Contractor* shall provide adequate proof to enable the *Employer* to verify compliance with its Local Content undertakings, the B-BBEE Improvement Plan and Supplier Development Implementation Plan. Such proof shall include, but not be limited to, the following:
 - e) Post verification of the submitted report to the *Employer*, the *Employer* shall engage with the *Contractor* on the findings. The Contract Manager, assisted by the relevant specialist from Transnet's Supplier Development division, must report to the *Contractor* at the end of every 3 (Three) months as to whether or not the Contract Manager and/or the Contractor Development specialist reasonably considers, based on the information available to it, that the *Contractor* has during such time complied with its Local Content undertakings, the B-BBEE Improvement Plan and the Supplier Development Implementation Plan and the extent, if any, to which the *Contractor* has not so complied.
 - f) Without prejudice to the *Employer's* rights under this Contract:
 - i. if the Contract Manager and/or the *Employer's* Supplier Development specialist reasonably considers that the *Contractor* is not at any time complying with its Local Content undertakings, B-BBEE Improvement Plan and/or the Supplier Development Implementation Plan, the Contract Manager and/or the Supplier Development specialist may make such recommendations as is considered reasonably appropriate to the *Contractor* as to the steps he reasonably considers should be taken by the *Contractor* in order for the *Contractor* to remedy such non-compliance and the time period within which such steps must be taken;
 - ii. If such recommendations are not implemented by the *Contractor* in accordance with such recommendations, then the provisions in Annexure A, B and C shall apply; and
 - iii. The *Employer* may at any time request a meeting with the *Contractor* to consider any non-compliance reported to it by the Supplier Development specialist of the *Employer* and/or the

Contract Manager or which otherwise comes to its attention. Both Parties must attend such a meeting and negotiate in good faith with a view to reach agreement on the steps or actions that the *Contractor* must undertake in order to remedy that non-compliance.

- g) In the event the *Contractor* is found not to have met its Local Content undertakings, the B-BBEE and/or Supplier Development requirements agreed upon in the B-BBEE Improvement Plan and the Supplier Development Implementation Plan, and/or is found to be fraudulent in submitting the reports, then the *Employer* shall impose a non-compliance penalty as provided for in Annexures A, B and/or C or shall be entitled to terminate the contract.
- h) For the sake of completion of its contractual obligations, the *Contractor* shall be obliged to complete all the undertakings made under the B-BBEE Improvement Plan and the Supplier Development Implementation Plan 3 to 6 months before the Termination Date.

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	4
C2.2	The <i>bill of quantities</i>	5
C2.3	Labour Rates	1

C2.1 Pricing instructions: Option B

The *conditions of contract*

How the contract prices work and assesses it for progress payments

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

Identified and defined terms	11	
	11.2	<p>(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.</p> <p>(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.</p> <p>(28) The Price for Work Done to Date is the total of the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed.</p> <p>Completed work is work without Defects which would either delay or be covered by immediately following work.</p> <p>(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.</p>

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

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.

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.

Measurement and payment

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 ⁶	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

General assumptions

⁶ Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

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.

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.

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.

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.

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.

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.

Transnet Property

Tender Number: **TP/2023/09/0004/42613/RFP**

Description of the Works: The Provision of the Design and Construction Works of Umbilo Canal

C2.2 *The bill of quantities*

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

BILL OF QUANTITIES (CIVIL)

DESIGN AND CONSTRUCTION WORKS OF UMBILO CANAL CONCRETE STRUCTURE

The agreement applicable to this contract is the NEC3**GENERAL NOTES**

The Contractor shall, in all cases, allow for disposal of materials arising from demolition and alteration works. This shall apply even if it is not expressly provided for on the description for an item.

The Contractor shall remove from site all pipes or other conduits, bags and wires encountered in demolition.

Item	Description	Units	Qty	Rate	Amount
	SECTION NO. 1				
	Bill No. 1				
	PRELIMINARIES AND GENERAL				
	Note: Tenderers are advised to study the General Preambles for Trades 2017 published by ASAQS before pricing this bill.				
	Note: Tenderers are advised to study the Specifications Of Materials And Methods To Be Used as published by the Department of Public Works				
	Note: Unless otherwise stated herein, all items in this Bill shall be deemed to be a fixed price for the duration of the project				
	PRICING INSTRUCTIONS TO TENDERS				
	The rates and/or prices for items scheduled in this Section under the following headings - ONCE-OFF ESTABLISHMENT COST - DE-ESTABLISHMENT COST and - ONGOING OPERATIONAL AND OVERHEAD COST include everything to cover the Contractor's direct costs, overheads, profit and expenses required for all risks, liabilities and obligations in terms of this contract.				
	The total value of pricing this section cannot exceed 15% (excluding VAT) of the total value of the package document. (excluding VAT).				
	Lump sum prices in this section are fixed for the contract and are not subject to adjustment in compensation event assessments.				

Item	Description	Units	Qty	Rate	Amount
1.1	FIXED CHARGED ITEMS				
1.1.1	Contractual requirements. as per NEC3 ECC including all performance bonds, insurances etc.	Sum	1		
1.2	Establishment of facilities on site				
1.2.1	Offices for Engineer & Staff	sum	1		
1.2.2	Offices for the Employer	sum	1		
1.3	Establishment of facilities for contractor				
1.3.1	Nameboards, monthly progress photos and time lapse video	Sum	1		
1.3.2	Offices and storage sheds	Sum	1		
1.3.3	Ablution and latrine facilities	Sum	1		
1.3.4	Tools and equipment	Sum	1		
1.3.5	Water supplies, electric power and communications	Sum	1		
1.3.6	Dealing with water	Sum	1		
1.3.7	Access	Sum	1		
1.3.8	Plant and equipment	Sum	1		
1.4	Other Fixed-charge Obligations:				
1.4.1	Survey, setting out and preparation of as-built drawings	Sum	1		
1.4.2	Health and Safety agent	Sum	1		
1.4.3	Submission of safety, health, and environmental file	Sum	1		
1.4.4	Health & Safety signs, PPE & Equipment	Sum	1		
1.4.5	Environmental management	Sum	1		
1.4.6	Security	Sum	1		
1.4.7	Dealing with Traffic	Sum	1		
1.5	Site Establishment				
1.5.1	Site Establishment	Sum	1		
1.5.2	De-establishment	Sum	1		
1.6	Relocation and protection or removal of existing services				
1.6.1	Existing live services to be relocated and/or protected during construction where required	Sum	1		
1.6.2	Removal of existing abandoned services within the working area as per the Client's instructions	Sum	1		
				Carried Forward:	

Item	Description	Units	Qty	Rate	Amount
	TIME RELATED ITEMS				
1.7	Establishment of facilities for engineer:				
1.7.1	Offices for Engineer & Staff	month	4		
1.7.2	Offices for the Employer	month	4		
1.7.3	Survey assistants and materials	month	4		
1.8	Establishment of Facilities for contractor:				
1.8.1	Offices and storage sheds	month	4		
1.8.2	Ablution and latrine facilities	month	4		
1.8.3	Tools and equipment	month	4		
1.8.4	Water supplies, electric power and communications	month	4		
1.8.5	Dealing with water	month	4		
1.8.6	Access	month	4		
1.8.7	Plant and equipment	month	4		
1.8.8	Company and head office overhead costs for duration of construction	month	4		
1.8.9	Comply with all Regulations and Requirements that speaks to the works	month	4		
1.9	Supervision				
1.9.1	Supervision for the duration of Construction	month	4		
1.10	Other time related obligations:				
1.10.1	Compliance with Quality Management Standards	month	4		
1.10.2	Compliance Occupational Health and Safety Act and Construction Regulations	month	4		
1.10.3	Compliance to Environmental Management Plan	month	4		
1	Specialist Assessments				
1.11.1	Initial Survey and as built survey at the end of construction of the canal and supply of plans	hr	120		
1.11.2	Setting out and monitoring survey during construction (2 hours per week for 4 months)	hr	32		
1.11.3	Geotech surveys	hr	120		
	Bill No. 1 Total Carried to Summary				
	Section 1 Total Carried to Summary				
Item	Description	Units	Qty	Rate	Amount
	SECTION NO. 2				
	Bill No. 1				
	EARTHWORKS				
				Carried Forward:	

Item	Description	Units	Qty	Rate	Amount
	Nature of ground				
	The nature of the ground is assumed to be loose sandy material, therefore "earth", but possibly interspersed with "soft rock" or "hard rock"				
	Subterranean water				
	The water table is expected to vary.				
	Carting away of excavated material				
	Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stockpiles situated on the building site				
	Filling and layer work materials				
	References such as "G1", "G2", etc and "C1", "C2", etc in descriptions of filling and layer work materials refer to corresponding references in the document "Guidelines for Road Construction Materials. TRH 14 : 1985" compiled by Committee of State Road Authorities and the properties set out therein for each kind shall be applicable to the respective materials described hereinafter				
1.1	SITE CLEARING				
1.1.1	Clearing of rubble, debris and sand along the side of the damaged length of the canal including fence and sandbags	m ³	5200		
1.1.2	Clearing of rubble and sand inside the entire length of the canal	m ³	115200		
1.2	EXCAVATIONS ETC				
1.2.1	Excavation in earth for basement not exceeding 2m deep	m ³	50		
1.3	FILLING ETC.				
	Canal Floor				
1.3.1	Crushing, placing and levelling usable demolished concrete elements and fill into the damaged canal floor	m ³	10140		
				Carried Forward:	

Description of the Works: The Provision of the Design and Construction Works of Umbilo Canal

Item	Description	Units	Qty	Rate	Amount
1.3.2	Filling of natural gravel material G2 supplied by the contractor, compacted to 90% Mod AASHTO density	m ³	1125		
1.3.3	Filling of natural gravel material G5 supplied by the contractor, compacted to 90% Mod AASHTO density	m ³	1125		
	Canal Banks				
1.3.4	Earth filling obtained from the excavations (not compacted)	m ³	84000		
1.3.5	Selected topsoil filling obtained from the contractor	m ³	2400		
	For Brickwall				
1.3.6	Selected topsoil filling obtained from the contractor	m ³	30		
1.4	RIVER DIVERSION				
1.4.1	Temporary diversion of the water flow for the duration of the works	Sum	1		
1.4.2	Dewatering and dealing with water during construction	Sum	1		
	Bill No. 1 Total Carried to Summary				
Item	Description	Units	Qty	Rate	Amount
	Bill No. 2				
	CONCRETE, FORMWORK AND REINFORCEMENT				
	Cost of tests				
	The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests for approval. The testing shall be undertaken by an approved independent firm or institution nominated by the contractor (test cubes are measured separately)				
				Carried Forward:	

Item	Description	Units	Qty	Rate	Amount
	Formwork				
	Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use				
	Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"				
2.1	UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES				
	30MPa/300mm concrete				
2.1.1	Insitu concrete wall	m ³	1300		
2.1.2	Insitu concrete floor	m ³	375		
2.1.3	Insitu concrete parapet wall	m ³	312		
2.1.4	Insitu concrete parapet wall base	m ³	1300		
	TEST CUBES				
2.1.5	Making and testing 150 x 150 x 150mm concrete strength test cube (Provisional)	No	432		
2.2	ROUGH FORMWORK				
	Rough formwork to sides				
2.1.1	Walls in foundations	m ²	2600		
2.1.2	Parapet wall	m ²	130		
2.2	SMOOTH FORMWORK				
	Smooth formwork to sides				
2.2.1	Walls	m ²	2600		
2.2.2	Parapet walls	m ²	130		
				Carried Forward:	

Item	Description	Units	Qty	Rate	Amount
2.3	STEEL REINFORCEMENT				
	High tensile steel reinforcement to structural concrete work				
2.3.1	Reinforcing (all bar diameters) for wall	t	156		
2.3.2	Reinforcing (all bar diameters) for floor installation	t	45		
2.3.3	Reinforcing (all bar diameters) for parapet wall installation	t	37.44		
2.3.4	Reinforcing (all bar diameters) for parapet wall base installation	t	156		
	Bill No. 2 Total Carried to Summary				
Item	Description	Units	Qty	Rate	Amount
	Bill No. 3				
	MASONRY				
	Where sizes in descriptions are given in brick units, 'one brick' shall represent the length and 'half brick' the width of a brick				
	The Contractor is Referred to the relevant Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill				
	PREAMBLES				
3.1	BRICKWORK IN FOUNDATIONS (PROVISIONAL)				
3.1.1	Brickwork of NFP bricks in class II mortar				
	Two brick walls	m ³	15		
3.2	BRICKWORK IN SUPERSTRUCTURE				
3.2.1	Brickwork of NFX bricks in class II mortar				
	Two brick walls	m ²	400		
	Bill No. 3 Total Carried to Summary				
				Carried Forward:	

Item	Description	Units	Qty	Rate	Amount
	Bill No. 4				
	EXTERNAL WORK				
	Tenderers are referred to the specification/drawings accompanying these bills of quantities for the electrical work, for the full descriptions of the following items which are to be read and priced in conjunction with the relevant documents				
	Any other items not specified that the contractor deems necessary to complete the installation fully and to specifications must be included and priced in the relevant items already in the bills of quantities				
4.10	FENCING				
	<u>User note</u>				
	In high corrosion areas fence posts, stays, gates, etc are to be galvanised				
	Steel Palisade Fence				
4.1.1	Supply and Install Galvanised Steel Panels approximately 2.5m wide by 2.5m high formed of 50mm x 50mm x 5mm angle iron top, bottom stringers fixed to 40 x 40x 5 mm vertical steel pales at 150mm centres with panels fixed to 75x75x5 mm posts on both ends (75x75 posts elsewhere measured).	m	600		
4.1.2	Supply And Install Galvanised steel posts formed of 75x75x2mm approximately 2.5 mm high above ground including 400x400x1000mm concrete bases with posts set 900mm deep in concrete foundation including excavation, concrete, backfilling etc. (elsewhere measured).	no.	240		
	Bill No. 4 Total Carried to Summary				
Item	Description	Units	Qty	Rate	Amount
	Bill No. 5				
	ROADWORKS				
	Tenderers are referred to the specification/drawings accompanying these bills of quantities for the electrical work, for the full descriptions of the following items which are to be read and priced in conjunction with the relevant documents				
				Caried Forward:	

Item	Description	Units	Qty	Rate	Amount
	Any other items not specified that the contractor deems necessary to complete the installation fully and to specifications must be included and priced in the relevant items already in the bills of quantities				
5.1	ROADWORKS				
5.1.1	Site Preparation and Clearance				
	Preparation of the site and removal of the sand and debris	m ³	8925		
5.2	CRUSHED-STONE BASE				
	Crushed-stone base:				
5.2.1	a) Constructed from type G2 material obtained from commercial sources including all haulage compacted to 105% Mod. AASHTO density, 150mm thick	m ³	195		
5.2.2	b) Constructed from type G5 material obtained from commercial sources including all haulage compacted to 98% Mod. AASHTO density, 150mm thick	m ³	195		
5.2.3	(c) Extra over for Item 36,01 of Crushed-stone base in restricted areas	m ³			
5.3	PRIME COAT				
	Prime Coat:				
5.3.1	c) MC-30 cut-back bitumen	m ²	1820		
5.3.2	Extra over item 41.01 for applying the prime coat in areas accessible only to hand held equipment,	m ²	364		
5.4	ASPHALT BASE AND SURFACING				
	Asphalt surfacing				
5.4.1	(a) 80mm Asphalt Surfacing, medium	t	36.73		
5.4.2	Tack coat of 30% stable-grade emulsion	litre	1000		
5.4.3	Trial sections (40mm thick)	m ²	100		
5.4.4	Application of prime coat and/or tack coat to the edges of a layer	m ²	728		
5.4.6	Construct 240mm Asphalt wearing course thickness (SA/V14)	t	211		
Bill No. 5 Total Carried to Summary					
Carried Forward:					

Transnet Property

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Description of the Works: The Provision of the Design and Construction Works of Umbilo Canal

Item	Description	Units	Qty	Rate	Amount
	Bill No. 6				
	PROVISIONAL SUMS				
6.1	BUDGETARY ALLOWANCES				
	Budgetary allowances are to be price at bills rates or rates to be agreed to, in terms of the contract				
6.1.1	Provide the sum of R 10 000 000 for unforeseen damages in between two sections that are being repaired	Prov. sum	1		
	Bill No. 6 Total Carried to Summary				
	Section 2 Total Carried to Summary				

	DESCRIPTION	AMOUNT
	SECTION NO.1	
	Bill No. 1 : PRELIMINARIES AND GENERAL	
	SECTION NO. 2	
	Bill No. 1 : EARTHWORKS	
	Bill No. 2 : CONCRETE, FORMWORK AND REINFORCEMENT	
	Bill No. 3 : MASONRY	
	Bill No. 4 : EXTERNAL WORK	
	Bill No. 5 : ROADWORKS	
	Bill No. 6 : PROVISIONAL SUMS	
	PROFESSIONAL AND ENGINEERING FEES	
	TOTAL PROJECT COSTS	

GROSS TOTAL _____

15% VAT _____

GRAND TOTAL _____

C 2.3 LABOUR RATES AD-HOC

LABOUR RATES FOR AD-HOC WORK.

All Rates must exclude VAT.

- | | | |
|----|---|---------------|
| 1. | Normal office hours: (07h00 to16h00) | |
| | Skilled Labour | R...../ hour. |
| | Labourer | R...../ hour |
| 2. | Overtime | |
| | Skilled Labour | R...../ hour. |
| | Labourer | R...../ hour |
| 3. | Sundays and Public Holidays: | |
| | Skilled Labour | R...../ hour. |
| | Labourer | R...../ hour |

PART C3: SCOPE OF *WORK*

Document reference	Title	No of page
C3.1	This cover page	1
	<i>Employer's Works</i> Information	46
	Total number of pages	47

C3.1 EMPLOYER'S *WORKS* INFORMATION

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SECTION 1

1 Description of the *works*

1.1 Executive overview

The *works* that the *Contractor* is to perform involve the refurbishment of Umbilo Canal concrete structure located at 120 Eel Road in Bayhead, Durban. The canal is the extension of the Umbilo stream. It was constructed in the 1950s to divert the river away from the development of the airport. The canal was designed in a trapezoidal channel with reinforced concrete lining. The canal is constructed as a trapezoidal shaped channel that is 4.6m deep, 73m wide (on top), 64m wide (bottom) and 1.8km long.

The canal was subjected to flooding during April 2022 that led to severe damages to the structure and to other infrastructure around the canal such as buildings, roads, substations, rail network, etc. The damages have brought a halt to Transnet operating divisions adjacent the canal. Following these floods, the canal was cleaned, and sandbags were placed along the canal as temporary protection. Another flood was experienced in the area in June 2023. The storm washed off the temporary protection and caused further damage to the properties neighbouring the canal. Further damage occurred to the canal itself as well. Following the visual inspection, the assessed damages to the canal structure include the following:

- The collapsed and washed away of the canal concrete walls on both side of the canal approximately 520m length on the north side and about 40m on the South side of the canal.
- Eroded sections of the canal basin floor.
- Collapsed and washed away embankment.
- Collapsed fencing and brick walls along the canal.
- Damaged to surrounding infrastructure such as pipes, roads, etc.

The summer seasons are expected to bring heavy rainfall to the Durban region which poses a risk for further damages to the banks of the canal which may lead to the flooding of the Transnet properties and its tenants. The successful refurbishments are therefore critical to mitigate further structural damages to the canal, infrastructure, and the buildings.

The scope of *work* for the *contractor* includes but not limited to the following:

1. Demolition of the damaged concrete walls and floor
2. Removal of the damaged concrete walls and floor slabs
3. Clearing, break off and disposal of unusable damage concrete elements
4. Placing and levelling usable demolished concrete elements and fill into the damaged canal floor
5. Protection of existing live services where required
6. Design validation and preparation of construction drawings for the canal reinstatement by a registered structural engineer
7. Temporary diversion of the water flow
8. Dewatering and dealing with water during construction of the works
9. Supply and placing of material for fill purposes
10. Construction of the canal concrete lining walls and floor
11. Construction of parapet concrete walls
12. Reinstatement of the fence and the brick wall
13. Detailed survey assessment of Umbilo canal
14. Reinstatement of the access road along the canal

The *contractor* is required to provide the required material, plant and equipment, tools, labour, demarcating signage, transport and all other tools required for the successful execution and completion of the *works*.

All *work*, where applicable, shall conform to the Construction regulations, Diving regulations, Machinery regulations, drawings issued by the *Employer* as part of this contract, the Project Specifications and all other applicable regulations.

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*.

1.2 *Employer's objectives*

The *Employer's* project specific objectives are to:

- Reinstatement of the canal to meet existing design requirements
- Adhere to all applicable legislation, standards and permits
- To achieve completion of the *works* by meeting the completion date timeously without any delays and minimise disruption to businesses operations, whilst maintaining the highest safety, quality and environmental standards.

Emphasis is placed on the employer's commitment to environmental and safety management. The objective of Zero Harm and the *Employer's* objective of achieving a zero LTI and zero environmental legal contravention during the construction contract. Furthermore, it is emphasised that the *works* fall within an environmentally sensitive estuary and as such, it is the *Employer's* objective to ensure full compliance with the conditions of Transnet's Construction Environmental Management Plan and Standard Environmental Specifications and all Permits and Licenses authorised by the relevant Authorities.

1.3 Interpretation and terminology

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

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

Abbreviation	Meaning given to the abbreviation
AFC	Approved for construction
OBL	Outside battery limits
CD	Compact disc
DWT	Dead weight tonnage
TNPA	Transnet National Ports Authority
TPT	Transnet Port Terminals
DWG	Drawings
HAW	Hazard Assessment <i>Workshop</i>
HAZOP	Hazard and Operability Study
EMPr	Environmental Management Programme
PM	<i>Project Manager</i>
PEO	Project Environment Officer
AIA	Authorized Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CRL	<i>Contractor</i> Review Label
CM	Construction Manager
DTI	Department of Trade and Industry
EO	Environmental Officer
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 coordinating Committee
ISPS	International Ship and Port Security
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

Abbreviation	Meaning given to the abbreviation
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
ProgEM	Programme Environmental Manager
QC	Quality Control
CQA	<i>Contractor's</i> Quality Assurance
QCM	Quality Control Manager
R&D	Research and Development
SABS	South African Bureau of Standards
SASRIA	South African Special Risks Insurance Association
SHEC	Safety, Health and Environment coordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee
PPE	Personal Protective Equipment
HSSE	Health, Safety, Security and Environmental
NRS	National Regulatory Standard
NEC3 ECC	NEC3 Engineering and Construction Contract
SAPS	South African Police Services
SAT	Site Acceptance Tests
SSA	State Security Agency
HSMP	Health and Safety Management Plan
IP66	Ingress Protection rating for harsh conditions (dust tight, water jet tight)

Whenever the words or expression "Engineer" or "Technical Officer" is used in this document and annexures, read "*Project Manager*" or "*Supervisor*" as the context require.

Whenever the words or expression "RE" is used in this document or annexures, read "*Project Manager*" or "*Supervisor*" as the context require.

2 Engineering and the *Contractor's* design

2.1 *Employer's* design

2.1.1 The design of the *works* has been undertaken by *Employer's* engineering department.

The *Employer's* design for the *works* is contained in the following main documents:

- *Works* information
- Technical specifications
- Tender Drawings

2.1.2 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.

2.1.3 The information that the *Contractor* requires from the *Employer* will be made available on request and limited to the specific detail as the *Project Manager* determines.

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

2.2.1 The *Contractor* is to design the following parts of the *works*:

- The *Contractor* shall be responsible for the validation of the *Employer's* design and prepare construction drawing.
- All temporary *works* shall be designed by the *Contractor* and shall remain the *Contractor's* responsibility.
- Temporary *works* are all *works* other than the permanent *works* indicated on the tender drawings and which shall be removed from site at the end of construction.
- The *Contractor* shall appoint suitably qualified and experienced designers in water engineering to carry out such *work* and shall indemnify and hold indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of the temporary *works*.
- All designs/ calculations must be done by an authenticated and authorised Professional Civil Engineer registered with Engineering Council of South Africa. The *Contractor* shall submit to the project manager the details of the professional engineer prior any design of temporal *works*. The *Contractor* shall submit to the design engineer / supervisor for acceptance all design calculations and drawings for all temporary *works* before *work* can commence.
- The *Contractor* shall be responsible for full compliance with all codes of practice, safety, professional procedures, checking, site approval and requirement of the construction regulations with regards to the temporary *works* including developing and submitting maintenance plans for acceptance by the *Project Manager* for all temporary *works* designed by the *contractor*.

The *contractor* is responsible in his design for the overall integration of the design of the *works* with the design of the employer as stated under clause 2.1

2.2.2 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:

- The *Contractor's* documentation shall be issued to the *Project Manager* under cover of the *Contractor's* Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the *Contractor's* Project Document Number, Revision Number, Title and chronological listing of transmitted documentation.
- Formats of *Contractor* data submitted is dependent on the project procedure and shall be specified by the *Project Manager*, upon the notified request of the *Contractor*.
- The *Contractor* shall deliver both hard copies (printed single sided) and electronic media copies to the *Project Manager* at the address stated within the Contract Data or at the *Project Manager's* Site Office.
- All electronic documentation shall be submitted by the *Contractor* in Adobe Acrobat (.PDF) and native file format.
- Acceptance of documentation by the *Project Manager* will in no way relieve the *Contractor* of his responsibility for the correctness of information, or conformance with his obligation to provide the *Works* in accordance to conditions of contract as stated in clause 14.1 of NEC ECC 3. This obligation rests solely with the *Contractor*.
- After review, a copy of the original reviewed/marked-up drawing/document, with the *Project Manager's* consolidated comments and document status marked on the *Contractor* Review Label, is scanned and the hard copy shall be returned to the *Contractor* under cover of the project's Transmittal Note for revision or re-submittal as instructed.

- The *Contractor* shall allow the *Project Manager* two weeks 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, decline, or accepted with comments his design.
- On receipt of the reviewed documentation the *Contractor* shall make any modifications requested/marked-up and resubmit the revised documentation to the *Project Manager* within 2 weeks. Queries regarding comments/changes should be addressed with the *Project Manager* prior to re-submittal.
- Any re-submittals, which have not included the changes/comments identified, will be returned to the *Contractor* to be corrected. The *Contractor* shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue within 2 *working* days of receipt of the marked-up document. No costs may be claimed from the *Employer* arising from any revisions which are a result of the *Contractor's* omission of critical details and any costs incurred by the *Contractor* in completing such drawings.
- In undertaking the '*Works*' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the '*Contractor* Document Submittal Requirements' Standard.
- The design by the *Contractor* shall comply with national and international standards applicable to this project, the *Employer's* standard specifications and Project specifications.

2.4 Use of *Contractor's* design

- 2.4.1 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*.
- 2.4.2 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*.

2.5 Design of Equipment

- 2.5.1 The *Contractor* to submit his design details of all Equipment to the *Project Manager* for acceptance.
- 2.5.2 The *Contractor* to ensure that his Equipment is safe and that it complies fully with the applicable statutory requirements including the relevant provisions of the Construction Regulations. The *contractor* shall submit calibration certificates for all equipment.
- 2.5.3 The *Contractor* provides all qualified operators, special certificates, permits to operate and handle the Equipment as required by the General Machinery Regulations of 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*.
- 2.5.4 The *Contractor* indemnifies and holds indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of the Equipment.
- 2.5.5 The *Contractor* undertakes design safety reviews at intervals determined by the *Project Manager*, Construction Manager, and Supervisor.

2.6 As-built drawings, operating manuals and maintenance schedules

2.6.1 Preparation of as-built/ final documentation

The *Contractor* is to compile as-built drawings, asset register, and all other final documents for the *work* and services covered in this *Works* Information.

All as-built drawings and all other documents must be signed off by the *Contractor's* responsible and authorised Professional Engineer before issued to *Project Manager* for acceptance.

2.6.2 Installation, Maintenance and Operating Manuals and Data Books

- a) The *Contractor* provides manuals in an A4 hard covered, black, grease and waterproof binder, using 2 ring type binders. The manuals are well indexed and user friendly and include a summarized Table of Contents.

- b) Drawings and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.
- c) The *Contractor* submits the draft Table of Contents to the *Project Manager* for acceptance prior to the compilation and official submittal of the manuals.
- d) The physical address, cell phone and office numbers, email addresses, fax numbers and reference numbers of all Sub-*Contractors* is provided.
- e) 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.
- f) The required number of copies of the manual (s) shall be as specified by the *Project Manager* and submitted per type or model number of equipment included in the contract, or as specified by the *Project Manager*.
- g) 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.
- h) 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, eg. Installation, Maintenance and Operating Manual
 - File No. and Title.
 - Manual Numbering (e.g. Volume 1 of 2, etc.).
 - Contract Number.
 - *Contractor* Name.

Unless otherwise stated, the required number of copies of all final Data Packs shall be:

- 3 x hard copies (Full size)
- The format for Electronical copies to be submitted will be agreed with the *Project Manager*

3 Construction

This section deals with general construction constraints relating to site activities. Construction constraints relating to specific activities are provided in the technical, environmental, health, safety and quality specifications. This section is to be read in conjunction with technical specifications particularly those clauses that relates to construction.

3.1 Temporary *works*, Site services & construction constraints

In executing the *works*, the *Contractor* abides by all policies, procedures, standards, codes, specifications, regulations, acts and laws of the Republic of South Africa. Potential *Contractors* represented by experienced individuals shall attend the mandatory clarification meeting and visit the Site of the proposed *works* to acquaint themselves with the nature of the *works*, the conditions under which the *work* is to be performed, the means of access to the site, and in general with all matters that may influence or affect the contract. The *Contractor* must comply with all local municipal bylaws that is applicable to all activities required for the construction of the *works* and must make provision for this in his activity schedule and programme.

Contractors shall be deemed to have allowed in their tender for any additional cost involved due to the foregoing, as no claims for any extras in connection with the position or nature of the *work* will be entertained.

The *Contractor* shall not commence with any activity unless the *Project Manager* has accepted (including with comments) their submitted method statements, risk assessment and quality control plans for that activity.

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

The *contractor* complies with the employer's site entry and exit security control, permits, site regulations and port rules. The *contractor* shall take out temporary entry permits for all staff *working* on the project and all costs incurred shall be borne by the *contractor*.

The *Contractor* is responsible for security control of all site camps deemed necessary in accordance with their approach to the *works*. The *Contractor* must submit a security management plan (for all the *Working Areas*) to the *Project Manager* for acceptance. The *Contractor's* commencement of establishment for any *Working Areas* cannot take place without an accepted security management plan from the *Project Manager*. The security services grading to be aligned to Transnet security grades and must be on duty 24 Hours a day, 7 days a week, and 365 days a year for the full duration of the *Works*.

3.1.2 *Employer's* site access and security control, permit, and site regulations

The site is accessible via Eel Road. It is suggested that the contractor establish site camps on 120 Eel Road, a suitable area will be provided to ensure smooth continuity of the construction. Prior arrangement will need to be made to obtain access permits to occupy the site camp. The *contractor* to note that this might experience high traffic volumes therefore the *contractor* is advised to plan its activities effectively.

Transnet operations are a designated security area under the ISPS code, therefore, all access into the Transnet Boundaries is strictly controlled. The cost of complying with this access security, including labour transportation and access requirements, obtaining, and maintaining access cards/permit for the people working on the site is all to the contractor's account.

Access through the site where the contractor will be working is to be strictly controlled and will be restricted, the contractor is to make provision for transporting his labourers from a collection point.

The contractor is also responsible for obtaining permits for his subcontractors and all suppliers. The contractor to nominate one person to liaise with terminal operators and Transnet regarding access control requirements including for subcontractors.

The *contractor* provides all staff working within Transnet sites with *Contractor* identification card which details the person's name, identification number and the foreman/engineer responsible. All costs incurred shall incurred in providing construction personnel with ID cards shall be borne by the *contractor*.

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

The *contractor* ensures the safety passage of *contractor's* traffic to and around the site and *working* areas at all times, this includes providing flagmen, protective barriers, signage, etc, for protection, direction and control of traffic. A detailed traffic management plan is to be provided to the project manager.

The *contractor* to ensure that access to the areas is made available for operational staff from Transnet and other stakeholders that need to undertake activities within the site boundaries and *working* area. The *contractor* ensures that any of his staff, labour and equipment moving outside of his allocated site and *working* areas does not obstruct the operations of the *working* harbour and terminals.

All *contractor's* staff and labour *working* on the site complies with operational safety requirements and are equipped with all necessary PPE, high visibility apparel and when *working* within two meters of the quay wall, floating apparel is mandatory.

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

The *working* hours shall be in accordance with the requirements of the Department of Labour or with the agreement of the relevant trade unions. This information relating to *working* hours shall be supplied to the project manager prior to commencement of the proposed *working* hours.

In the event that the *contractor* is required to *work* at night. The *contractor* is required to ensure that there are two shifts readily available to meet the day and night *working* requirements.

The *contractor* complies with nine (9) hours a day per shift, five (5) days a week standard *working* day/ week for all activities to be undertaken by his people (including sub-*contractors*) employed on site.

Working times (i.e. start and end time within a standard *work* day) shall be as mutually agreed with the *Project Manager*.

If the *contractor* requests to *work* overtime to make up for time lost due to his own delays, the *contractor* will be liable for the supervision cost required from the employer's team during the *works*.

The *contractor* keeps daily records of his people, plant and equipment 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. The *contractor's working* area shall also be open for the operational staff 24 hours.

3.1.5 Environmental controls, fauna & flora, dealing with objects of historical interest

The *Contractor* shall comply with but not be limited to the National Environmental Management:

Biodiversity Act (No. 10 of 2004), Natal Nature Conservation Ordinance (No. 15 of 1974), Animal

Protection Act (No. 71 of 1962), National Forests Act (No. 84 of 1998) and Project Environmental Management Programmes (EMPr's) and comply with the conditions contained therein:

- Stringent and dedicated control of poaching is required.
- No fishing is allowed, no wilful harm to any animals unless a direct threat is posed to a *worker's* health or safety.
- No unpermitted disturbance to flora species. In the event that protected flora or fauna need to be disturbed, relevant permits or licences must be obtained.
- Ensure all mitigation measures contained in the project's EMP are adhered to.
- If any dredging is necessary, the *Contractor* must produce a detailed method statement before commencing with the *works*.

3.1.6 The *Contractor* complies with the SES and EMPr in the construction of the *works*, all as described under paragraph 2.4 of C3.1 *Employer's Works* Information.

3.1.7 Title to Materials from demolition and excavation

The *contractor* has no title to materials arising from excavations and demolitions during the performance of the *works*, with title to such material remaining with the employer. The *contractor* shall be instructed by the *Project Manager* as to how to label, mark, set aside and or dispose such material for the benefit of the employer in accordance with ECC3 clause 73.1.

3.1.8 Cooperating with and obtaining acceptance of others

The *contractor* performs the *works* and co-operates with the employer (including the agents of the employer) who operates on site during the entire duration of the contract.

The *contractor* performs the *works* and co-operates with others, of whom the *contractors* is to be notified once appointed by the employer, who operate on site during the entire duration of the contract period.

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

Transnet Property

Transnet National Ports Authority

Transnet Freight Rail

Transnet Engineering

Business forums

eThekweni Municipality

Surrounding communities (Bayhead, Clairwood, Bluff, Umbilo, etc)

3.1.10 Publicity and progress photographs

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*.

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

The *contractor* provides a complete intrinsically safe 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.

3.1.11 The *Contractor* provides a construction notice board providing specific project details, the notice board drawing to be approved by *Project Manager* before it is erected.

3.1.12 The *Contractor* provides progress photographs for the project on monthly basis according to the format agreed with the *Project Manager*.

3.1.13 *Contractor's* Equipment

The *contractor* keeps daily records of his equipment used on site and the *working* areas (distinguish between owned and hired equipment) with access to such daily record available for inspection by the *Project Manager* at all reasonable times. All plant 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. The *contractor* shall notify the *Project Manager* 24 hours in advance prior to bringing any new mobile equipment on site. All required documentation and certification of fitness (COF) issued to a competent person shall accompany the equipment. The *contractor* shall inspect the equipment daily prior to use as per legislation. The *contractor* shall ensure that all equipment complies with statutory requirements (Construction regulations/ occupational health and safety act) and with the health and safety standards.

3.1.14 Equipment provided by the *Employer*

No equipment will be provided by the employer.

3.1.15 Site services and facilities:

For the duration of the contract, the *Project Manager* will provide an area free of charge, for the *contractor* to establish his offices, laydown areas, stores, *workshop* and other *contractor's* equipment. This will be limited for the purposes related to this project.

The location of the potential laydown area is detailed in drawing number BYD624M and will be pointed out at the site inspection. The *contractor* may establish a site camp anywhere within the boundary of this area. The *contractor* shall ensure that the area used has a suitable continuous security fence and necessary gates. The

area may be used for offices, store, casting yards, repair shop, concrete batch plants and any other engineering *work* that maybe required. All preparations and fencing etc shall be done by the contractor and shall be for his account, this includes clearing away and leaving clean and clean at completion.

The *contractor* will provide water and electricity supply for the construction of the works. The site is having disruptions to electricity and water supply due to the floods; therefore, it is suggested that the contractor provides an alternative supply to these services. Alternatively, the contractor is allowed to contact the municipality and apply directly from the municipality.

- A water supply connection point for potable water – municipality to supply or contractor to provide a tank for drinking water to everyone on site
- An electrical connection points – municipality to supply or contractor to provide

In the case that the services are provided, the *contractor* will be charged for the water and electricity consumption. The *contractor* will be expected to provide the employer with meter readings for both water and electricity consumption on a weekly basis. The installation of meters will be the responsibility of the *contractor*. The *Project Manager* will ensure that the meter readings are verified monthly. All connections within the *contractor's* site boundary shall be for the *contractor's* account.

The *contractor* shall provide, maintain, and remove lockable portable chemical type toilets. An adequate number of toilets facilities must be provided for the duration of the project for males and females.

3.1.16 Facilities provided by the *Contractor*:

The *contractor* ensure that the site establishment area is compliant with the relevant safety regulations and restrictions, is clearly sign posted, and has a suitable security fence, lighting, and necessary access control gate

All costs for the preparation of the site establishment area are for the *contractor's* account.

The *contractor* submits details of the layout of his site establishment to the *Project Manager* for his acceptance.

The *contractor* installs a metering device, accepted by the *Project Manager*, immediately downstream at each of the employer's connection from where he draws services. The *contractor* provides the *Project Manager* details of his monthly consumption of potable water and electricity.

The *contractor* is responsible for his own connection to the employer's services and for the reticulation of services from the connection point. The costs of meters, connections, reticulation, and all other usage costs associated with the provision of services are the *contractor's* account.

The *contractor* provides the *Project Manager* with a certificate of compliance (COC), by an accredited person as defined by the OHS act, in respect to his construction power electrical installation. The *Project Manager* only makes construction power available upon receipt of the COC.

The construction manager (or his nominated representative) conducts 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 will be disconnected until *contractor* rectifies all defaults.

The *contractor* provides, at his costs enough toilets and maintains them in a clean and sanitary *working* condition.

The *contractor* provides temporary lighting and fencing around every section occupied by him during construction of the *works*. The fencing is erected before any *work* starts and is removed only upon completion of the *works* in that area. The *contractor* includes for all costs for such lighting and fencing, including access control into and out of the restricted area. The *contractor* ensures that Transnet operational staff are given unlimited access to all fenced-off areas.

Wherever the *contractor* provides facilities (either his own or for the *Project Manager*/ Engineer and or supervisor) all items of equipment, involving, inter alia, offices, accommodation, laboratories, material storage, etc within the *working* area, then the *contractor* makes good and provide full reinstatement to the land (including all apparatus of the employer and others in on and under the land) and surrounded areas to its original standard, upon dismantling of such facilities and items of equipment.

Upon completion, and within one month of the date of acceptance of the *works*, the *contractor* completely removes from site and *working* areas all his equipment including the foundation of any structure, store, office, or any asset belonging to him and leaves the site and *working* area in a tidy condition to the satisfaction of the *Project Manager*.

No excess or discarded material or equipment may be buried or dumped within the port boundary, such material must be disposed-off appropriately by the *contractor*.

Demolition of all temporary structures, surfaces etc shall be first approved by the *Project Manager* prior to the actual demolition take place.

The employer does not provide any security for the site and *working* areas. The *contractor* provides same and indemnifies the *Project Manager* and employer against any claims and actions that may arise on the site and *working* areas.

No housing is available for the *contractor's* employees. The *contractor* makes his own arrangements to house his employees and transport them to site in a closed vehicle specifically designed for passenger transport (bus or similar) accepted by the *Project Manager*.

Wherever the employer provides facilities for the *contractor* to use and the *contractor* adapts such facilities for use, then the *contractor* makes good and provides full reinstatement to the land (including all apparatus of the employer and others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the employer.

3.1.17 The *Contractor* provides the following facilities for the *Project Manager* and *Supervisor*:

The *contractor* to provide all facilities required by the *Project Manager* or Supervisor as guided by SANS 1200 AB:

Some facilities to be provided may include but not limited to: Office and furniture, internet, telephone, ablution facilities, parking, testing equipment, etc.

3.1.18 Survey control and setting out

The *contractor* will be responsible for the setting out of the *works* and for setting out the survey control points.

For the purposes of this contract the datum level shall be Chart Datum (CD) = 0,000m level, with Mean Sea Level (MSL)

The *contractor* validates the information provided by the *Project Manager* and records all existing and final levels on a drawing and present this to the *Project Manager* for acceptance.

All coordinates are to be on WGS84.

3.1.19 Excavations and associated water control

All excavation if required, must comply with the requirements of regulation 13 of the Occupational Health and Safety Act 85 of 1993 and Regulation's 19th Edition. In addition, the following applies: Excavations shallower than 1.5 meters below ground level may have the sides battered back to a safe angle as determined by the strength of the soil and approved by the relevant competent person appointed in writing. An evaluation of the stability of the ground, as far as reasonably practicable, is to be undertaken prior to excavation. The cost of which is deemed to be included in the activity schedule for the various items captured in the Activity Schedule.

Excavations deeper than 1.5 meters below the ground level must be fully shored. The shoring must be designed for fit for purpose by the *Contractors* appointed professional engineer, inspected and signed off after erection by him. The cost of all shoring required for the execution of the *works* is deemed to be included in the tendered rates for the various items captured in the Activity Schedule.

The *Contractor* shall be responsible for the protection of the *works* including the provision of the temporary drainage such as drains, open channels, berms etc. and providing and operating temporary pumps so as not to impede the normal construction *works* and the adjoining terminal operations. All deep excavations that fall within the inter-tidal zone will require dewatering. Where applicable, the *contractor* protects all excavations against any water ingress whether by seepage, rain, storm, floods or any other means.

Where applicable the *contractor* immediately removes any water found in the excavation by pumping and or bailing and provides all necessary equipment (pump, pipes, etc) to do so. Water is cleared in such a way that it cannot seep or flow back into the excavations.

All trenching and *work* area is to be solid barricaded with snow netting.

Once the excavations are complete, the exposed sections need to be backfilled and compacted. The excavated area is to be reinstated as per original state.

3.1.20 Underground services, other existing services, cable and pipe trenches and covers

The *contractor* to establish the location of where the various existing services are situated within the *working* area and record all such information on a marked-up drawing which will always remain available for reference.

The *Contractor* shall make provision for conducting a coordinated underground detection survey to identify all services in all existing areas that are to be removed or protected prior to any construction taking place. Procedure and method for undertaking underground/ underwater surveys must be accepted by the *Project Manager* prior to any surveys taking place.

The *contractor* to exercise due care and attention in carrying out all activities for the *work* to avoid damages and disruption to existing services. The *contractor* accordingly consults with the *Project Manager* where there are uncertainties with the existing services.

Should the *contractor* fail to exercise the requisite care and attention in carrying out his function of the *works*, the *contractor* will be held liable for any claims arising out of damage caused. All abandoned/ non-*working* existing services should be handled as agreed by the *Project Manager* on site. The *contractor* should ensure that all live services are protected and not damaged by the construction activities, any live services damaged by the *contractor* will need to be repaired at the *contractor's* costs.

3.1.21 Control of noise, dust, water and waste

The *contractor* is expected to submit his proposed methods of construction which demonstrate the measures that will be taken to avoid and or reduce nuisance arising of dust, noise, waste, and vibration for acceptance by *Project Manager*.

The *Contractor* is to provide noise and dust suppression to ensure that levels resulting from the *Contractor's* construction activities are kept to the required safety and environmental standards as pacified in the relevant project environmental specifications. The *Contractor* will also be required to undertake the baseline monitoring for dust and noise prior to the commencement of *work* activities to determine the pre-construction state of the receiving environment. The *Contractor* will thereafter monitor dust and noise impact resulting from the project activities as stipulated in the environmental specification. The *contractor* to ensure waste is managed on site at all times.

3.1.22 Giving notice of *work* to be covered up

The *contractor* notifies the supervisor in writing of any elements of the *works* which are to be covered up. This notification is given not less than 24 hours prior to the proposed covering up. *Contractor* must ensure that all arrangements are made for the *work* to be inspected and signed-off by supervisor.

3.2 Completion, testing, commissioning, and correction of Defects

3.2.1 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*.

The whole of the *works* should be completed before 30 March 2024, this includes the approval of the health and safety file which should be submitted no later than two weeks after the contract award letter.

Penalties for the late completion of the *works* as a result of the contractors doing shall be charged at a nominal rate of ten thousand rands (R100 000) per day for the days that the *works* remain incomplete.

Item of <i>work</i>	To be completed by
As built drawings as specified in paragraph 2.6 of this <i>Works</i> Information.	Within 14 days after practical completion.
Performance testing of the <i>works</i>	Within 14 days before completion date

Item of work	To be completed by
Complete set of Data Books including close out report with all information required by all specifications of the <i>work</i> undertaken	Within 14 days after completion date

The *works* to be done by completion date, the *contractor* shall have done everything required to provide the *works* including removal of his establishment and equipment from the respective sites.

In addition, the *Project Manager* cannot certify sectional completion and completion until the following is done:

- All work is free of defects which would have, in his opinion, prevented the employer from using the works and others from doing their work,
- Receiving all red line as built drawings for the specific section of the works before sectional completion / completion of the works.
- Receiving of asset register covering all assets installed
- Receiving of all data packs for quality, safety and environmental including all applicable operating manuals for the specific section of the works within 2 weeks of sectional completion/completion of the works

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

None.

3.2.3 Use of the *works* before Completion has been certified

If there is a need to occupy the site before completion of the *works*, the employer will co-ordinate with the *contractor* accordingly. The *works* will be performed during and in-between operations therefore use of the *works* will be required but not taken over before completion.

3.2.4 Materials facilities and samples for tests and inspections

The *contractor* provides the following:

- The *contractor* to provide all facilities and apparatus required for any testing and or inspections required by the *works* information.
- The *contractor* to provide samples as required by the *works* information

The employer to provide the following:

- None

3.2.5 Commissioning

The installation shall be comprehensively tested and commissioned as individual and integrated system as may be required by the configuration, after the *works* are substantially complete.

The *contractor* shall provide adequate and competent personnel for testing and commissioning of every installation and for the full duration of the commissioning process.

The commissioning shall include interaction between other services and *contractors* where interdependence of installations are encountered.

The commissioning process shall, after all testing has been completed be the final proving ground of the system and during this procedure, the installations shall be subjected to all possible inputs and actions which may be encountered under operational conditions. The *contractor* shall prove the full operation, *working* and compliance of the installation in accordance with the specifications.

A detailed programme of the planned commissioning procedure shall be submitted to the *Project Manager* at least 10 days before commissioning commences.

The commissioning programme shall include:

- A schedule of equipment to be commissioned, the proposed tests to be conducted and the testing methods and the range acceptable results.
- Commissioning check sheet,
- Commissioning programme dates and duration

The *contractor* shall supply all relevant test equipment, monitoring devices, *net work* analysers, protocol testers etc. required to test and commission the complete *works*.

An accurate record of all commissioning and testing is to be taken and included in the handover documentation as a permanent record.

The *contractor* must ensure that the *Project Manager* has a full and accurate dossier of as built documents that represent status of the completed *works* (to include plant within the *works*) to present to the employer.

3.2.6 Access given by the *Employer* for correction of Defects

Safety induction and access control as determined by the employer's terminal operator

When the *Project Manager* arranges access for the *contractor* after the completion, the *contractor* complies with the following constraints and procedures of the employer:

- Safety, access control and *work* procedure as determined by the employer's terminal operator.

These may be the same as communicated elsewhere within this *works* information as the starting date/access date, or as the *works* are now in use by the employer's occupation of the site, the same maybe incrementally or substantially changed and increased post completion.

4 Plant and Materials Standards and *Workmanship*

4.1 Investigation, Survey and Site Clearance

Prior to commencing the *works*, the *contractor* records any defects or inaccuracies related to the existing structures, paving, etc and present 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 the *contractor's* responsibility and for his costs.

The *Contractor* will be responsible for the setting out of the *works*.

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.

The *contractor* is required to clear the site prior any commencement of the *works*. Any disposal of any material will be done as approved by the *Project Manager*.

4.2 Workmanship

The *contractor* shall ensure that all sub-*contractors* have obtained a copy of the work information requirements and that the sub-*contractor* have thoroughly familiarised themselves with the contents of the Works Information. The *contractor* shall also ensure that all sub-*contractors* are suitably qualified and experienced to carry out the work for which they have been sub contracted.

The *Project Manager* may at his discretion, require a quality audit of sub *contractors* to ensure that they have the necessary management, facilities and skilled staff and quality control facilities to carry out the works to ensure compliance with the Works Information.

The *contractor* shall accept full responsibility for the quality of is sub *contractor's* work and of material used, irrespective of nay quality surveillance that may be carried out by the Project manager.

4.3 Building works

- 4.3.1 Where the Association of South African Quantity Surveyors Model Preamble for Trades 1999 are used within the *Works* Information, the following interpretations and meanings shall apply:
- 4.3.2 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in the *Works* Information and the *conditions of contract*, the *conditions of contract* take precedence within the ECC Contract.
- 4.3.3 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in this paragraph 4.2 of C3.1 *Employer's Works* Information and specific statements contained elsewhere in C3.1 *Employer's Works* Information, the specific statements contained elsewhere shall prevail, without prejudice to the *Project Manager's* express duty to resolve any ambiguity or inconsistency in the *Works* Information under ECC Clause 17.1.
- 4.3.4 Within the Model Preambles for Trades 1999, the following amendments and interpretations shall apply:
- Where the word or expression "Principal Agent" is used, read "*Project Manager*" or "*Supervisor*" as the context requires.
- Where the word or expression "*Contractor*" is used, read "*Contractor*".
- Where the word or expression "Engineer" is used, read "*Project Manager*" or "*Supervisor*" as the context requires.
- Where the Model Preambles for Trades 1999 mention "rates" for measured *work* and any contractual statements relating to payment, all such statements shall be discounted, with the ECC *conditions of contract* taking precedence.
- 4.3.5 Within the Model Preambles for Trades 1999, A. GENERAL, the following amendments and interpretations shall apply:
- Where the word or expression "bills of quantities" is used, this shall be discounted for the purposes of the *Works* Information. The ECC Contract Data - Part One states the main option to apply within the ECC Contract between the Parties.
- 4.3.6 Within the Model Preambles for Trades 1999, B. ALTERATIONS, B.2 MATERIALS FROM THE ALTERATIONS, CREDIT, ETC and C. EARTH *WORKS*, C1.4 Materials from demolitions shall not apply. C3.1 *Employer's Works* Information paragraph 3.1.6 states details of the *Contractor's* title (if any) to Materials arising from excavations and/or demolitions and how such Materials are either to be disposed of or re-used in the *works*.
- 4.3.7 Within the Model Preamble for Trades 1999 Q. PLUMBING AND DRAINAGE, Q.24 TESTS shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer's Works* Information.
- 4.3.8 Within the Model Preamble for Trades 1999 U. EXTERNAL *WORKS*, U.3.8 Process control tests shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer's Works* Information.
- 4.3.9 The principles, meanings and interpretation stated and established within paragraphs 6.2.1 to 6.2.8 with respect to the Model Preambles for Trades 1999 equally apply to the other Model Preambles for Trades 1999 references used within this paragraph 4.2 of C3.1 *Employer's Works* Information.

4.4 Civil Engineering and Structural Works

- 4.4.1 Where the SANS 1200 series of Specifications are used within the *Works* Information, the following interpretations and meanings shall apply:

- 4.4.2 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in the *Works* Information and the conditions of contract, the conditions of contract take precedence within the ECC contract.
- 4.4.3 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this paragraph 4.3 of the *Employer's Works* Information and specific statements contained elsewhere in C3.1 *Employer's Works* Information, the specific statements contained elsewhere shall prevail, without prejudice to the Project Manager's express duty to resolve any ambiguity or inconsistency in the *Works* Information under ECC Clause 17.1.
- 4.4.4 Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:
- Where the word or expression "*Employer*" is used, read "*Employer*";
- Where the word or expression "*Contractor*" is used, read "*Contractor*";
- Where the word or expression "Engineer" is used, read "*Project Manager*" or "Supervisor" as the context requires;
- Where the word or expression "schedule of quantities" is used, this is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein);
- 4.4.5 Within SANS 1200 A: GENERAL 2.3 DEFINITIONS, the following apply:
- "Acceptable. Approved (Approval)" is interpreted as either a *Project Manager* or a *Supervisor* communication or instruction in relation to *Works* Information compliance, consistent with the *conditions of contract* as the context requires;
- "Adequate" is deleted. The *Project Manager* notifies the *Contractor* where the *Contractor* has not complied with the *Works* Information;
- "Measurement and payment" and the further definitions contained within 6.3 c) are deleted. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein);
- 4.4.6 Within SANS 1200 A: GENERAL 2.6 APPROVAL, the following applies:
- "Approval" by either the *Project Manager* and/or the *Supervisor* is without prejudice to ECC Clause 14.1 and, inter alia, ECC Clauses 13.1, 14.3 and 27.1.
- 4.4.7 SANS 1200 A: GENERAL 2.8 ITEMS IN SCHEDULE OF QUANTITIES, is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein).
- 4.4.8 SANS 1200 A: GENERAL 3.2 STRUCTURES AND NATURAL MATERIAL ON SITE, applies only to the extent that it is consistent with paragraph 3.1.6 of C3.1 *Employer's Works* Information.
- 4.4.9 Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:
- Where the word or expression "Plant" is used, read "Equipment".
- 4.4.10 SANS 1200 A: GENERAL 7.2 *CONTRACTOR'S* OFFICES, STORES AND SERVICES, applies but the *Project Manager* resolves any inconsistency with statements included within paragraph 3.1.12 of C3.1 *Employer's Works* Information.
- 4.4.11 SANS 1200 A: GENERAL 3.1 SURVEY, applies only to the extent that it is consistent with paragraph 3.1.14 of C3.1 *Employer's Works* Information.
- 4.4.12 Within SANS 1200 A: GENERAL 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS, the following applies:
- Where the word or expression "specification" is used, read "*Works* Information".
- 4.4.13 SANS 1200 A: GENERAL 3.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES applies only to the extent that it is consistent with the specific statements made elsewhere in C3.1 *Employer's Works* Information and in any case and at all times consistent with the *conditions of contract*.
- 4.4.14 Within SANS 1200 A: GENERAL 5 TESTING, the following applies:

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

- 4.4.15 SANS 1200 A: GENERAL 8 MEASUREMENT AND PAYMENT, is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein).
- 4.4.16 The principles, meanings and interpretation stated and established within paragraphs 6.3.1 to 6.3.15 with respect to SANS 1200 series and to SANS 1200 A: GENERAL equally apply to the other SANS 1200 specification references [state particulars of SANS 1200 used] used within this paragraph 6.3 of C3.1 *Employer's Works* Information.

4.5 Electrical & mechanical engineering *works*

- 4.5.1 Where SANS 10142 and/or SANS 10198 specifications are used within the *Works* Information, then where the term "Equipment" (or the like) is used with the meaning of installation and items left behind in the *works*, then please read this term as "Plant" for ECC defined term compliance.

5 List Of Drawings

5.1 Drawings issued by the *Employer*

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

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

Drawing number	Revision	Title
BYD624M	00	Proposed lay-down site and Canal Damaged Area
DH63A0000-000-00	00	Umbilo Canal Cross Section

SECTION 2

6 Management and start up

6.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall Contract Progress and feedback.	Weekly on a day and time mutually to be agreed.	120 Eel Road, Bayhead contractors site offices	<i>Employer, Contractor, Supervisor, Project Manager</i> , including relevant stakeholder's as may be deemed relevant
Contract Risk register and Compensation Events	Fortnightly on a day and time mutually to be agreed.	120 Eel Road, Bayhead contractors site offices	<i>Employer, Contractor, Supervisor, Project Manager</i> , including relevant stakeholder's as may be deemed relevant
Site Inspections and quantity measurements	Ad hoc/ as and when required.	120 Eel Road, Bayhead contractors site offices	<i>Employer, Contractor, Supervisor, Project Manager</i> , including other stakeholder's as may be deemed relevant
<i>Contractor</i> Safety Meetings.	Fortnightly with <i>Contractors</i> . Day and time to be agreed.	120 Eel Road, Bayhead contractors site offices	CM (Optional), TP Safety Advisors and <i>Contractor</i> Safety Officers and <i>Contractor</i> Management / Supervision.
Safety Pre-Mobilisation Meeting	Once off at the kick-off meeting.	120 Eel Road, Bayhead contractors site offices	<i>Employer, Contractor</i> (appropriate key persons), Supervisor (as necessary and appropriate delegates), and <i>Project Manager</i> , including other stakeholder's as may be deemed relevant
Safety, Health and Environment Induction Training.	Once off Induction programme prior to commencing any <i>work</i> on site and each time for a new start.	120 Eel Road, Bayhead contractors site offices	<i>Employer, Contractor</i> (all personnel to <i>work</i> on site), Supervisor, <i>Project Manager</i> , including other stakeholder's as may be deemed relevant
Safety site meetings	Daily with all personnel.	120 Eel Road, Bayhead contractors site offices	<i>Contractor</i> (all personnel to <i>work</i> on site) including other stakeholder's as may be deemed relevant

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.

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.

6.2 Documentation Control

Each supplier of documentation and data for the Project is responsible for ensuring that all documentation and data submitted conforms to the Project Standards and data Quality requirements in terms of numbering,

uniqueness, quality, accuracy, format, completeness and currency of information. Data not meeting the Project Standards and data Quality requirements will be cause for rejection and returned to the *Contractor* for corrective action and re-submission.

The *Contractor* shall be responsible for the supply of all sub-supplier/sub-*contractor*/ Manufacturer, etc. documentation and data, in the prescribed format, 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 as outlined in the specified standards prior to awarding sub orders.

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

The *Contractor* must apply "wet signatures" to the original Documentation before scanning the signed original and prior to formal submission to the Project.

Final issues of all documentation shall be supplied to the Project in "wet signature" format along with the associated corresponding electronic 'native files' and PDF renditions.

The *Contractor* must ensure adequate resources are available to manage and execute the Document Control function as per the requirements of the Project.

The *Contractor* must 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.

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.

6.3 Safety risk management

6.3.1 The *Contractor* complies with the following SMP:

All health and safety matters associated with the *works* will be dealt with in accordance with Occupational Health & Safety Act, 1993 (Act No. 85 of 1993) and the Transnet Property Health and Safety Specifications.

6.3.2 The *contractor* is to pay special attention and compliance to General Safety Regulations as promulgated in terms of the OSH Act (Act 85 of 1993) and compliance to Transnet Specification E4E, a copy of which is included with this tender.

6.3.3 COVID-19 Occupational Health and Safety measures in *workplace*

The *Contractor* is to implement Occupational Health and Safety measures to (reduce and eliminate) the escalation of COVID-19 infections in *workplaces* as set out in the Schedule adopted by the Minister of Employment and Labour, in terms of Regulation 10(8) of the National Disaster Regulations (Act No. 57 of 2002) and comply to all COVID-19 related guidelines issued by the government in this regard.

6.3.4 COVID 19 REQUIREMENTS

- COVID-19 Risk assessment
- COVID-19 Risk assessment management plan
- TNPA COVID-19 induction
- COVID-19 Communication plan (Attendance registers DOL Directive 479, Risk assessment, etc.)
- Appointment of COVID-19 Manager/Representative
- COVID-19 Operational Plan (include Return to *work* questionnaire, COVID-19 Reporting and investigation procedure, social distancing, Symptom screening procedure, sanitizing and disinfecting procedures, Cloth masks and other PPE, Measures in respect of *workplaces* to which public have access, Ventilation, Hygiene and cleaning measures and Waste Management, and not limited to the above specifications).
- COVID-19 Registers and Checklists

- 6.3.5 It is a pre-requisite for the *Contractor* to develop, operate, and maintain a CHSMP which incorporates the principles outlined in the *Employer* Health and Safety Project Specification which is tailored for their scope of *work*. The *Contractor* must ensure that his Sub-*Contractors* comply with the requirements of the CHSMP.
- 6.3.6 The *Contractor* must perform the *works* having due regard to the CHSMP.
- 6.3.7 No alcohol is permitted on Site and within TP, TFR and TE properties. The *Employer* has a zero-tolerance policy in this regard and all personnel entering the Site will be required to undergo breathalyser tests.
- 6.3.8 The *Contractor* shall provide all personnel with the required and relevant Personal Protective Equipment (PPE) as detailed in the CHSMP.
- 6.3.9 Although not limited to, the following PPE is the minimum requirement:
- Hard hat
 - Safety boots with steel toe cap
 - High visibility reflective vests
 - Safety glasses
 - Any other job specific PPE required.
- 6.3.10 The *Contractor* shall provide transport for personnel in a safe manner. Transportation in the back of a light delivery vehicle is prohibited. The *Contractor* may transport *workforce* by means of busses to the respective areas of *work*. There is no additional payment for this and shall be deemed to have been included in the tendered rates.
- 6.3.11 For the purpose of the Occupational Safety and Health Act and Regulations (Act No. 85 of 1993) the site is transferred, for the duration of the contract, to the control of the *contractor* as if it is his property. As employer, he is in every respect responsible for the compliance with the provision of this Act, as well as the application of General Administration Regulations 13 to the employees of Transnet National Ports Authority who visit the site.
- 6.3.12 The *Contractor* shall participate in a HAZOP study as and when required and as instructed and directed by the *Project Manager*

6.4 Environmental constraints and management

- 6.4.1 The *Contractor* complies with EMPr:
- 6.4.2 The *Contractor* performs the *works* and all construction activities within the Site and *Working Areas* having due regard to the environment and to environmental management practices as more particularly described within the SES and EMPr.
- 6.4.3 The SES describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the *Contractor* observes and complies.
- 6.4.4 The PES may require higher minimal standards than those described in the SES as may be required by the *Project Manager* or Others.
- 6.4.5 The overarching obligations of the *Contractor* under the EMPr before construction activities commence on the Site and/or *Working Areas* is to provide an environmental method statement for a particular construction operation at the Site and/or *Working Area* by the *Contractor* and where requested by the Construction Manager.
- 6.4.6 Where relevant, method statements, as detailed in the SES and EMPr, shall be provided by the *Contractor*. These include, but are not limited to, the following where applicable:
- Establishment of construction lay down area
 - Hazardous and non-hazardous solid waste management
 - Storm water management
 - Contaminated water management
 - Prevention of marine pollution
 - Hydrocarbon spills
 - Diesel tanks and refuelling procedures
 - Dust control
 - Spoil dumping
 - Sourcing, excavating, transporting and dumping of fill material

- Noise and vibration control
- Removal of rare, endemic or endangered species
- Removal and stockpiling of topsoil
- Rodent and pest control
- Environmental awareness training
- Site division
- Emergency procedures for environmental incidents
- *Contractor's* SHE Officer
- Closure of construction laydown area

- 6.4.7 The *Contractor* shall ensure that his management, foremen and the general *workforce*, as well as all suppliers and visitors to Site have attended the Induction Programme prior to commencing any *work* on Site. If new personnel commence *work* on the Site during construction, the *Contractor* shall ensure that these personnel undergo the Induction Programme and are made aware of the environmental specifications on Site.
- 6.4.8 Where applicable, the *Contractor* ensures that he appoints a suitably qualified Sub*contractor*, to be approved by the *Project Manager*, to undertake the "Removal of rare, endemic or endangered species". This appointment must be completed at least three weeks before commencement of any other *work* on Site.
- 6.4.9 The Protection of the Environment Form shall be signed and submitted to the CM within 14 days after the Contract Date.
- 6.4.10 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*.
- 6.4.11 The plant search and rescue (if applicable) must be undertaken and completed prior to any Site clearance or any other construction activity that may damage the vegetation can commences on Site.
- 6.4.12 The *Contractor* must appoint a sufficient number of named assistants to the CSHEO to monitor environmental issues e.g. litter, spills, illegal activities, fence patrol, dust etc. These appointments, along with details of the individuals being appointed and job descriptions, must be sent to the *Project Manager* for his approval.
- 6.4.13 During the construction period, the *Contractor* complies with the following:
- A copy of the SES, and the relevant EMPr shall be available on Site, and the *Contractor* shall ensure that all the personnel on Site (including Sub*contractors* and their staff) as well as suppliers are familiar with and understand the specifications contained in the SES (as amended by the EMPPr).
 - Method statements that are required during construction must be submitted to the *Project Manager* for approval at least 20 days prior to the proposed commencement of the activity. Emergency construction activity method statements may also be required. The activities requiring method statements cannot commence if they have not been approved by the *Project Manager*.
 - 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 ensure that any Materials delivery drivers are informed of all procedures and restrictions (e.g which access roads to use, no go areas, speed limits, noise, etc) required by the EMPr before they arrive at Site and off load any Materials.
 - The *Contractor* shall be responsible for rehabilitating and re-vegetating all areas to the Satisfaction of the *Project Manager* as detailed in the SES and PES.
- 6.4.14 The list below is a list of some of the other issues that the *Contractor* must ensure he has planned for to meet the requirements of the environmental specifications. It is not a comprehensive list but serves as a guide:
- Cement and concrete batching
 - *Workshop* and maintenance of plant
 - Protection of natural fauna and flora
 - Protection of historical and archaeological artefacts
- 6.4.15 The *Contractor* shall clear and clean the Site and *Working Areas* and ensure that everything not forming part of the *works* is removed from the Site and *Working Areas* and that all rehabilitation has taken place in

accordance with the EMPr. An Environmental Closure Certificate shall be issued by the SHEC and signed off by the *Project Manager*.

- 6.4.16 The *Contractor* complies with environmental inspections and audits as contained within EMPr.
- 6.4.17 The *Contractor* complies with the SES and EMPr. The *Contractor* abides by the instructions of the *Project Manager* regarding the implementation of the EMPr.
- 6.4.18 The *Contractor* makes copies of the SES and EMPr available at the offices of the *Contractor* on Site. The *Contractor* ensures that all personnel on Site (including *Subcontractors*) are familiar with and understand the requirements of the EMPr.
- 6.4.19 The *Contractor* complies with the following SES:
- The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of his activities and then prepare separate method statements describing how each of those impacts will be prevented or managed so that the standards set out in this document are achieved. These method statements will be prepared in accordance with the requirements set out in the EMPr.
 -
 - It is expected that the *Contractor* may during excavation come across pockets of asbestos material, should the *Contractor* come across asbestos they should notify TNPA *Project Manager* immediately and stop excavations and call out the AIA (Asbestos Impact Assessment Personnel) who will be appointed by the *contractor*.
 -
 - To ensure that environmental issues are taken into account in the establishment of the Site offices and all other facilities on Site.

Site offices and facilities on site

Objective

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

Scope

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

Site plan

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

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

Sewage

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

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

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

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

Effluent Management

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

Waste Management

Objective

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

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

WASTE	HAZARDOUS	NON-HAZARDOUS
Clean soil		X
Construction debris contaminated by oil or organic compound	X	
Empty drums (depends on prior use)	X	X
Empty paint and coating containers		X
Waste paint and coating containers	X	
Waste oil	X	
Phenolic waste	X	
Waste concrete		X
Rubble (not contaminated by oil or organic compounds)	X	
Sewerage sludge	X	
Scrap metal		X
Explosive waste	X	
Waste timber		X
Waste cable		X
PCB waste	X	
Waste plastic		X
Aerosol containers	X	
Batteries, light bulb, circuit boards, etc	X	X
Domestic waste		X

Scope

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

Approach

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

General waste to be expected during construction includes the following:

- Trash (waste paper, plastics, cardboard, etc.) and food waste from offices, warehouses and construction personnel.
- Uncontaminated construction debris such as used wood and scrap metal.

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

Waste avoidance and minimisation

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

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

Waste Management

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

The classification of waste determines handling methods and the ultimate disposal of the Material. The *Contractor* shall manage hazardous wastes that are anticipated to be generated by his operations as follows:

- Characterise the waste to decide if it is general or hazardous
- Obtain and provide an acceptable container with label
- Place hazardous waste material in container
- Inspect the container on a regular basis as prescribed by the *Contractor's* waste environment management plan
- Track the accumulation time for the waste
- Haul the full container to the disposal Site
- Provide documentary evidence of proper disposal of the waste

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

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

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

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

- Determine if waste is non-hazardous and obtain containers for waste storage
- Notify waste hauler when container is full so that it can be removed and replaced with an empty container.
- On the Project, however, waste generating entities are directed to control the generation of non-hazardous waste by:
 - Eliminating waste generation or reducing the total volume
 - Reducing the degree of contamination of waste generated
 - Reclaiming materials otherwise considered waste

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

- Obtain and label recycling containers for:

- Office Waste
- Aluminium and steel cans
- Glass Bottles
- Scrap Metals
- Waste Timber
- Locate them within temporary office building and trailers
- Establish recycled material collection schedule
- Arrange for full bins to be hauled away

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

Vehicle and Equipment Refuelling

Objective

To eliminate / control fuel and oil spillage at refuelling facilities

Scope

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

Refuelling

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

Control

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

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

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

Spill Response

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

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

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

- Repair all leaks of hydrocarbons or chemicals as soon as possible
- Take all reasonable means to prevent spills or leaks
- Do not allow sumps receiving oil or oily water to overflow
- Prevent storm water run-off from contamination by leaking or spilled drums of oil or chemicals
- Do not discharge oil or contaminants into storm and sewer system
- If a spill to land occurs, the *Contractor* is responsible for:

- Immediate action to stop or reduce the spill and contain it
 - Actions necessary to prevent the spill from contaminating groundwater or off Site surface water
 - Disposal of contaminated Material to location designated thereto
 - Any spill to water has the potential to disperse quickly; therefore, the spill must be contained immediately using appropriate containment Equipment.
- If a spill to water occurs, the *Contractor* is responsible for:
 - Immediate action to stop or reduce the spill and contain it
 - Notifying the appropriate on-Site authorities
 - Actions necessary to prevent the spread of the contamination by deploying booms and/or absorbent Material
 - Proper disposal of spilled Material

Spray Painting and Sandblasting

Objective

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

Scope

All spray painting and sandblasting on Site.

Spray Painting and Sandblasting

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

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

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

Dust Management

Objective

The *Contractor* (associated with activities such as earthworks, geotechnical surveys, piling, storm water drainage, construction of roads and railways, foundations, brick building, operating workshops, fencing, erecting construction camps, and batch plant activities, etc.) shall submit a dust control plan for approval by the EO.

Scope

Control of dust on the construction Site and access roads

Dust Management

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

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

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

These dust-mitigating procedures include the following:

- Limit vehicle speeds on unpaved roads to 20 km/h
- Wash the paved surfaces within the construction area twice a week
- Minimise haulage distances
- Apply water to gravel roads with a spraying truck when required
- Environmentally friendly soil stabilisers may be used as additional measures to control dust on gravel road and construction area
- Dust suppression measures will also apply to inactive construction areas. (An inactive construction Site is one on which construction will not occur for a month or more.)
- Construction Material being transported by trucks must be suitable moistened or covered to prevent dust generation.
- Strip and store topsoil in separate stockpiles with mounds not exceeding 2m in height to, among other things, prevent wind-blown dust.
- Minimise disturbance of natural vegetation during right-of-way construction (e.g. transmission lines and erection of fences) to reduce potential erosion, run-off, and air-borne dust.
- Implement a system of reporting excessive dust conditions by construction personnel (as instructed through Environmental Awareness Training).
- Water for dust control shall be taken only from approved sources.

Storm Water and Dewatering Management

Objective

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

Scope

All dewatering activities

Storm Water and Dewatering Management

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

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

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

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

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

Surface run-off

Construction activities such as surface grading and excavation will disturb surface areas on Site. This will increase the potential for soil erosion and subsequent sediment transport during periods of precipitation run-off or when excavation dewatering is required. Construction activities also have the potential to change local surface drainage and sediment transport patterns, Site floodplain delineation, and percolation rates into the soil.

Dewatering during the groundwork produces a surface water discharge that may require collection and sedimentation. Dewatering has also the potential to effect groundwater quality and quantity

Wastewater

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

General

- Temporary drainage must be established on Site during the construction period and until permanent drainage is in place. *Contractors* are responsible for maintaining the temporary drainage in their areas. The *Contractors* must provide secondary drainage that prevents erosion
- *Contractors* must effect good housekeeping in their areas to prevent contamination of drainage water
- The *Contractor* shall clear stagnant water

Specific water Management measures (surface and groundwater) for incorporation by the *Contractor* in the EMP include the following:

- The *Contractor* shall ensure that no contaminated surface water shall flow off Site as a result of *Contractor* operations. Silt traps shall be constructed to ensure retention of silt on site and cut-off ditches shall be constructed to ensure no run-off from the SITE except at points where silt traps are provided.
- If applicable, the *Contractor* shall be responsible for collection, management, and containment within the Site boundaries of all dewatering from all general Site preparation activities. The dewatering water shall be contained within the Site boundaries by sequentially pumping or routing water to and from sub-areas within the Site as the construction activities proceed. No discharge of dewatering water to off Site land or surface water bodies will be allowed
- On Site drainage shall be accomplished through gravity flow. The surface drainage system shall consist of mild overland slopes, ditches, and culverts. The graded areas adjacent to buildings shall be sloped away with a 5% slope. Other areas shall have a minimum slope of 0, 2% or as otherwise indicated.
- Ditches shall be designed to carry a 25-years storm event with velocities in accordance to minimise erosion. Erosion protection shall consist of suitable stabilising surfaces in all ditches
- Culverts shall be designed to ensure passage of the 25-year storm peak run-off flow.
- Both structural and non-structural (vegetative) erosion control measures will be designed, implemented, and properly maintained in accordance with best management practices which will include the following:
- Scheduling of activities to minimise the amount of disturbed area at any one time
- Implementation of re-vegetation as early as feasible
- Limiting construction traffic and/or avoidance thereof on access roads and areas to be graded to the extent feasible at drainage ditches.
- Compacting loose soil as soon as possible after excavation, grading, or filling
- Using silt fences, geo-textiles, temporary rip-rap, soil stabilisation with gravel, diversionary beams or swales, small sedimentation basins, and gravelled roads to minimise transport of sediment

- Implementing the erosion and sedimentation control plan and ensuring that construction personnel are familiar with and adhere to the plan
- Managing run-off during construction
- The *Contractor* shall be responsible for checking and maintaining all erosion and sedimentation controls

Rehabilitation

Objective

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

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

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

Noise Management

Objective

To maintain construction noise at the Site within required limits.

Scope

Construction noise at the construction Site.

Noise Management

- Keep all Equipment in good *working* order
- Operate Equipment within its specification and capacity and don't overload machines
- Apply regular Maintenance, particularly with regards to lubrication
- Operate Equipment with appropriate noise abatement accessories, such as sound hoods
- Noise control measures for incorporation by the *Contractor* in its noise control plan shall include the following:
 - Ensure that the potential noise source will conform to the South African Bureau of Standards recommended code of practice, SABS Code 0103:1983, so that it will not produce excessive or undesirable noise when it is released.
 - All the *Contractors'* Equipment shall be fitted with effective exhaust silencers and shall comply with the South African Bureau of Standards recommended code of practice, SABS Code 0103:1983, for construction plant noise generation.
 - All the *Contractors'* vehicles shall be fitted with effective exhaust silencers and shall comply with Road Traffic Act (Act 29 of 1989) when any such vehicle is operated on a public road.
 - If on Site noise control is not effective, protect the victims of noise (e.g. ear-plugs) by ensuring that all noise-related occupational health provisions are met. (Occupational Health and Safety Act, Act 85 of 1993).

- Normal machine *working* hours will be 06:00 – 22:00 Monday to Saturday. Outside these hours machine operations will be subject to approval. This does not define shift hours.

Protection of heritage resources

Objective

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

Scope

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

Archaeological Sites

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

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

Graves and middens

If a grave or midden is uncovered on Site, or discovered before the commencement of *work*, then all *work* in the immediate vicinity of the graves/middens shall be stopped and the *Project Manager* informed of the discovery. The National Monuments Council should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The undertaker will, together with the National Monuments Council, be responsible for attempts to contact family of the deceased and for the Site where the exhumed remains can be re-interred.

Fire prevention

Objective

To minimise the risk of uncontrolled fires.

Scope

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

Fire control

Fires shall only be allowed in facilities or Equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office Sites.

All conditions incorporated in the requirements of the Occupational Health and Safety Act shall also be implemented.

Supply of water for human use

Objective

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

Scope

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

Collection of water from natural resources

No water for domestic use (drinking water or for bathing or washing) shall be abstracted from any water resource (stream, river, or dam) without the express permission of the *Project Manager*. Such permission shall only be granted once it can be shown that the water is safe for use that there is sufficient water in the resource

to meet the demand, and once permission has been obtained from the Department of Water and Sanitation in accordance with the requirements of the National Water Act.

Provision of drinking water

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

Protection of livestock or game and the collection of firewood

Objective

To prevent illegal activities potentially perpetrated by Site staff and to prevent the killing of any animals trapped in construction *works* or discovered on the construction Site or surroundings.

Scope

Managing the activities of Site staff during and after hours

Poaching of livestock or game

On no account shall any hunting or fishing activity of any kind be allowed. This includes the setting of traps, or the killing of any animal caught in construction *works*.

Killing of animals

On no account shall any animal, reptile or bird of any sort be killed. This specifically includes snakes or other creatures considered potentially dangerous discovered on Site. If such an animal is discovered on Site an appropriately skilled person should be summoned to remove the creature from the Site. Consideration should be given to selection and nomination of such a person prior to Site establishment. Where appropriate, training should be provided to at least two Site staff members.

Collection of firewood

The *Contractor* shall provide adequate facilities for all his staff so that they are not encouraged to supplement their comforts on Site by accessing what can be taken from the natural surroundings. The *Contractor* shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

Environmental Awareness Training

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

Objectives of environmental awareness training are:

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

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

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

The lines of communication of the various personnel acting on behalf of the *Project Manager* who communicate to the *Contractor* and his key persons with respect to the EMPr will be advised on project kick-off meeting.

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

The SHE is responsible, inter alia, for day-to-day environmental management on the Site and *Working Areas* through the implementation of the EMPr. The SHEC reports directly to the CM.

The EO is responsible for conducting day-to-day tasks required to ensure the EMPr is correctly implemented at the Site and *Working Areas*. The EO reports to the SHEC and the ProjEM.

The EO specific tasks are:

- Ensure compliance to the EMPr and environmental legislation.
- Report any environmental incidents to the Principal *Contractor*.
- Ensure relevant documentation is readily available (Daily, weekly and monthly inspections and tool box talks)
- Ensure environmental protection (litter control) and awareness
- Reporting of environmental incidents to relevant stakeholders

The CSHEO submits daily, weekly and monthly checklists in accordance with the EMPr to the SHEC.

The *Contractor* complies with the SES and EMPr. The *Contractor* abides by the instructions of the *Project Manager* regarding the implementation of the EMPr.

6.5 Quality assurance requirements

- 6.5.1 The *Contractor* complies to QAL-STD-001 and shall have, maintain and demonstrate its use to the *Project Manager* (and/or the *Supervisor* to satisfy the requirements of paragraphs 7.4, 7.5, 3.2.1 and 3.2.8 as appropriate) the documented Quality Management System to be used in the performance of the *works*. The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).
- 6.5.2 The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC Clause 31.2 to include details of:
- Quality Plan for the contract;
 - Quality Policy
 - Index of Procedures to be used; and
 - A schedule of internal and external audits during the contract
- 6.5.3 The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.
- 6.5.4 The *Project Manager* indicates those documents required to be submitted for either information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the *Project Manager* responding to documents submitted by the *Contractor* for review or acceptance within the *period for reply* prior to such documents being used by the *Contractor*.
- 6.5.5 The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the *Works Information*.

6.6 Programming constraints

- 6.6.1 The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of the SES, EMPr and SMP state others as required as described under paragraph 2.4 of the *Works Information*, together with the associated environmental method statements.
- 6.6.2 The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of Health and Safety, design and procurement strategies/activities.
- 6.6.3 The *Contractor* complies with the *Employer's* programme state contract specific details and include as an Annexure as necessary when he submits his first programme.

- 6.6.4 The *Contractor* complies with the *Employer's* programme inclusive of holidays, builder's holiday and known special non-*working* days when he submits his first programme.
- 6.6.5 Furthermore, the number of days in excess of the number of *working* days anticipated to be lost due to climatic conditions are already included on the estimated project duration (refer to Table A below).
- 6.6.6 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.
- 6.6.7 The *Contractor* uses Primavera version 3.1 for his programme submissions or a similar programme software package equivalent to Primavera version 3.1 subject to the prior written notification and acceptance by the *Project Manager*.
- 6.6.8 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.
- 6.6.9 It is incumbent upon the *Contractor* to submit a level-4 schedule/programme clearly showing the project duration and critical path for approval within 14 days of the award of this contract. The schedule/programme is to be discussed and agreed between the *Contractor* and Sub-*Contractor's* prior to submission; this must be subject to discussion and review by the *Project Manager*. No claim for an extension of time or acceleration must be entertained by *Project Manager* due to any failure of the *Contractor* and Sub-*Contractor(s)* to accommodate one another.

The *Contractor's* proposed construction programme must be in a bar chart form.

The *Contractor* must submit his programme on time to the *Project Manager* for acceptance. The programme must be in the form of a bar chart or any other time-activity form acceptable to the *Project Manager* and Project Planner and must clearly show:

- The proposed rate of progress in order to complete the *Works* within the required period as tendered, showing the various activities, their durations and proposed re-sourcing levels (major plant and labour) for each element of the *Works*. Sufficient detail must be provided to enable the *Project Manager* to be able to gauge construction progress.
- The sequence of activities and any dependencies (time or resource related) between them.
- The critical path activities.
- Key dates/information, etc. in respect of *work* to be carried out or to be provided by others.
- The anticipated value of *work* to be done during each month i.e. monthly cash flows.
- Other information specifically required by the *Project Manager*.
- The *Contractor* shows on each revised programme he submits to the *Project Manager* a resource histogram showing planned versus actual progress, deviations from the accepted Programme and any other remedial actions proposed by the *Contractor*.
- The *Contractor* must submit programme report information to the *Project Manager* at mutually agreed intervals in addition to the intervals for submission of revised programmes.
- All activities, including establishment on site, trimming, finishing and the completion of all minor ancillary *works* are to be included in the programme.

NB: The *Contractor's* performance must be strictly monitored on the provided and mutually agreed and accepted programme.

6.7 Contractor's management, supervision and key people

- 6.7.1 The *Contractor* employs a CSHEO as a key person under ECC Clause 24.1.
- 6.7.2 The CSHEO reports to the SHEC on the Site. The CSHEO ensures that the *works* are subject to a prior environmental method statement(s) accepted by the *Project Manager* through TNPA Environment Department and ensures that the EMPr is implemented by the *Contractor* in a timely and proper manner. The CSHEO provides the *Project Manager* with all environmental method statements.
- 6.7.3 The *Contractor* shall provide 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.
- 6.7.4 The CSHEO tasks are:

- Daily, weekly and monthly inspections of the Site and *Working Areas*.
- Monitor compliance with the EMPr and the environmental method statements submitted to the *Project Manager*
- Reporting of an 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.

6.7.5 The CSHEO submits daily, weekly and monthly checklists to the SHEC.

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

6.7.7 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* and CM.

6.7.8 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

6.7.9 The *contractor* shall make an adequate, experienced, and stable project team available for the duration of the contract. Every effort must be exercised by the *contractor* to minimise the replacement of the project team members to ensure optimum contract management continuity and efficiency.

6.7.10 The *contractor* employs full time, qualified and experienced key persons who have been delegated sufficient authority to manage the contract efficiently on-site during completion of the works including and not limited to the following people:

- Contracts Manager – Full time on site

The contracts Manager should at least have a BSC/B-Tech Civil/QS/Construction qualification and more than 10 years of experience in the civil construction and demonstrate the incumbent that he/she has the necessary competencies and experience working with the NEC3 Engineering and Construction Contract. If staff experience is limited, an indication of relevant training that they have attended would be advantageous.

- Project Manager – Full time on site

Construction Manager should at least have a BSC/B-Tech Civil/QS/Construction qualification and more than 10 years of experience in the civil construction. The Project Managers must be registered with SACPCMP.

- Site Engineer – Full Time on site

Site Engineer should have at least a Diploma/Technical Civil/QS/Construction qualification and more than 10 years of experience in the marine construction projects. The engineer must have Professional Registration with Engineering Council of South Africa (ECSA) for the Civil Engineer.

- Health and Safety Manager – Full time on time

Health and Safety manager must have at least 10 years of experience in the construction health and safety management of marine construction related projects, with a National Diploma in Safety Management or Environmental Health or SAMTRAC, NEBOSH, MSRM. The health and safety manager must have Professional Registration certificate with South Africa Council for the Project and Construction Management Professionals (SACPCMP - CHSM).

- 2 x Health and Safety Officer – Full Time on site

Health and Safety officer must have at least 3 years of experience in the construction health and safety management of marine construction related projects, with a National Diploma in Safety Management or Environmental Health or SAMTRAC, NEBOSH, MSRM. The health and safety officer must have Professional Registration certificate with South Africa Council for the Project and Construction Management Professionals (SACPCMP - CHSO).

- Planner – Full time on site

Lead planner should have more than 5 years of experience working in civil construction as planner or project scheduler and also in-depth knowledge of the Software (Primavera/Microsoft Project).

- Foreman – Full time on site

Qualification for General Foremen not compulsory unless the incumbent can demonstrate that she/he has developed the necessary competence, more than 15 years of experience in the construction of marine related projects.

- Quality officer – Full time on site

Quality officer should have a BTech/diploma and certified qualification in quality system or similar with at least 3 years relevant experience on marine construction projects. The personnel should also have ISO 9001:2015 training certification for implementation or auditing.

- Environmental officer – Full time on site

Environmental Officer should have a BSC degree in Environmental Management/Science or equivalent and be registered with SACNASP with a minimum of 5 years of experience in Civil/Estuarine projects related to construction.

- Document Controller – Full time on site

Document controllers should have more than 5 years of experience working in marine/civil construction, qualifications could be records keeping, librarian, administration etc.

6.7.11 The *contractor* employs personnel listed above but not limited to those mentioned in order to perform the functions of key persons under NEC 3 ECC clause 24.1. These appointments shall have the necessary experience and be suitable qualified.

6.8 Training *workshops* and technology transfer

6.8.1 The *contractor* will be required to provide on the job training to engineers from Transnet

6.9 Insurance provided by the *Employer*

6.9.1 The insurance will be provided by the Employer as contained in the Contract Data – Part 1, The Contractor is required to provide an All Risk Insurance and this must be included on the tendered rates.

6.10 Provision of bonds and guarantees

6.10.1 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.

6.10.2 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.

6.11 Contract Change Management

6.11.1 For ease of communication, standard templates shall be used for contract change management. The *Contractor* forwards all correspondence with respect to contract change management such as early warnings and notifications of Compensation Events, on the standard template.

6.12 Record of Defined Cost, payment & 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 employee's location of work or professional engineers engaged by the *contractor*
- Records of people and equipment within the working areas
- Records of equipment used an employees employed outside the working areas
- Records of quotations, invoices, and payslips

6.13 Plant and Materials

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

6.13.2 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.

6.13.3 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.

6.13.4 No Plant and Materials to be provided by the *Employer* for the *Contractor* to use in the *works*.

6.14 Tests and inspections before delivery

6.14.1 *The Contractor must submit to the Supervisor details to certify that all the materials complies with the quality as per specification requirements.*

6.15 Marking Plant and Materials outside the Working Areas

6.15.1 No Plant and Materials will be paid for before delivery and installation.

7 Procurement

7.1 Code of conduct

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

- The Transnet Detailed Procurement Procedure
- Section 217 of the Constitution – the five pillars of the 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)
- Anti-Corruption Act

This code of conduct has been included in this contract to formally apprise the *Employer* Supplier of the Employer's expectations regarding behaviour and conduct of its suppliers.

7.1.1 Prohibition of Bribes, Kickbacks, Unlawful Payments, and other Corrupt Practices

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

- The employer will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.
- The *Employer* and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly to illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity.
- Win or retain business or influence any act or decision of any decision stakeholders involved in sourcing decisions or
- Gain an improper advantage.

There may be times when a supplier is confronted with fraudulent or corrupt behaviour of the employer's employees. We expect our suppliers to use our "Tip-off Anonymous" hotline to report these acts on 0800003056.

7.1.2 The *Employer* is firmly committed to the ideas of free and competitive enterprise

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

7.1.3 The *Employer* is firmly committed to the ideas of free and competitive enterprise

Generally, suppliers have their own business standards and regulations. Although the *Employer* cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include but are not limited to:

- Misrepresentation of their product (original of manufacture, specifications, intellectual property rights, etc)
- Collusion
- Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc)
- Corrupt activities listed above and
- Harassment, intimidation or other aggressive actions towards the *Employer* employees.
 - Suppliers must be evaluated and approved before any material, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straightforward manner.

- Supplier must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material aspects.

7.1.4 Conflict of Interest

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

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

7.2 The *Contractor's* Invoices

7.2.1 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.

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

7.2.3 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].

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

7.2.5 Invoices submitted by post and hand delivery are addressed to:

Transnet Property

202 Anton Lembede Street

Durban

4000

For the attention of Project Manager

The *contractor* to ensure that the *Employer* has his correct banking information to make the electronic payment transfer.

7.2.6 All payments are provisional and subject to audit. The *contractor* preserves his records for such a period as legislation requires, but in any event not less than five (5) years after the project completion.

7.2.7 The *Employer* deducts any amount owned by the *contractor* to the employer from any amount payable by the *Employer* to the Contractor.

7.3 People

7.3.1 Minimum requirements of people employed on site are as follows:

- South African identity document or passport/ visa and work permit for foreign nationals
- Employment of local labour only for unskilled and semi-skilled job category as per PIRPMP
- Secondment of skilled core/permanent employees if skills are not locally available
- Pre-employment medical examinations and
- Induction in IR matters and conditions of employment on the project

- 7.3.2 The *contractor* complies with the requirements of the IRCC involving the engineering construction *contractors* engaged (including all future contractors) by the employer.

7.4 Sub-Contracting

- 7.4.1 The *Contractor* shall not appoint or bring Subcontracting onto Site without prior approval of the *Project Manager* and all *Subcontractors* will be required to conform to the requirements as set out herein as if they were employees of the *contractor*.
- 7.4.2 The *contractor* shall not deviate from an approved Subcontracting list without prior approval of the *Project Manager*
- 7.4.3 Subcontracting documentation, and assessment of subcontract tenders:
- The *contractor* is required to appoint his sub contractors under the NEC 3 Engineering Contract Subcontract unless accepted otherwise by the *Project Manager*, and all *Subcontractors* 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 subcontractor.

8 List of Annexures

Annexure	Description / Discipline	Document No(s)
A	Drawings	As per list in 5
B	Technical Project Specifications	
C	Project Health & Safety Specification	
D	Occurrence Reporting and Investigation	HAS-P-0002 - Rev 0
E	Standard Environmental Specifications (SES)	ENV-STD-002 Rev 04
F	Construction Environmental Management Plan (CEMP)	ENV-STD-001 Rev 04
G	TNPA Emergency Plan	Version: 0 Issue No: 005
H	CAD Standards	ENG-STD-0001
I	<i>Contractor</i> Documentation Submittal Requirements	DOC-STD-0001 rev 3

Annexure	Description / Discipline	Document No(s)
J	General Quality Requirements for Suppliers and <i>Contractors</i>	QAL-STD-001 rev 0
K	Principal Controlled Insurance	
L	Standard for uniformity in Engineering and Construction	
M	Integrated Management System – Occurrence and Non-conformance Management Procedure	TRN-IMS-GRP-PROC-013
N	Covid-19 Post Lockdown Construction Site Health and Safety Guidelines	IMS-HS-GL-009-01
O	POST COVID 19 LOCKDOWN CONSTRUCTION SITE HEALTH AND SAFETY GUIDELINES	IMS-HS-SOP-009.001 – Version 2.0
P	COVID-19 HEALTH CARE WASTE MANAGEMENT ON CONSTRUCTION SITES	MS-ENV-SOP-009.001 – Version 1.0
Q	Annexure AF - SOP COVID-19 Health Care Waste Management on Construction Sites (002)	
R	Working over water	HAS-P-0003
S	Scheduled Trades and Occupations	
T	STORM WATER MANAGEMENT PLAN - PORT OD DURBAN	
U	Waste Services <i>Contractors</i>	
W	Guidelines for Managing Common Hazardous Activities and Tasks	HAS-GN-0001 rev 0
8.1	Protocol for COVID positive cases	
8.2	Cleaning and Disinfection Procedure	
8.3	Hand washing Procedure	
8.4	Site Meeting Procedure	

PART C4: SITE INFORMATION

Document reference	Title	No of page
	This cover page	1
C4.1	Site Information See below Plan No. BYD0624M	1
	Total number of pages	1

