



## **Transnet National Ports Authority**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

### **REQUEST FOR PROPOSAL (RFP) TNPA/2022/06/0559/6121/RFP**

### **FOR PROVISION OF PUBLIC ADDRESS, ACCESS CONTROL AND CCTV SYSTEMS IN THE TANK FARM AT THE PORT OF NGQURA**

**RFP NUMBER** : **TNPA/2022/06/0559/6121/RFP**

**ISSUE DATE** : **03 August 2022**

**COMPULSORY TEAMS BRIEFING** : **16 August 2022**

**CLOSING DATE** : **05 September 2022**

**CLOSING TIME** : **10:00am**

**TENDER VALIDITY PERIOD** : **90 business days**

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	Provision of public address, access control and CCTV systems in the tank farm at the Port of Ngqura
<b>TENDER FEE</b>	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
<b>RFP DOWNLOADING</b>	This RFP may be downloaded directly from Transnet e-Tender Submission Portal and National Treasury e-tender portal. (refer to section 3, paragraph 2 below for detailed steps).
<b>COMMUNICATION</b>	Any addenda to the RFP or clarifications will be published on the National Treasury e-Tender portal and Transnet website. Bidders are required to check the National Treasury e-tender portal and Transnet e-Tender submission website prior to finalising their bid submissions for any changes or clarifications to the RFI. Transnet will not be held liable if Bidders do not receive the latest information regarding this RFI.
<b>INTENTION TO TENDER /ATTENDANCE OF COMPULSORY BRIEFING AND/ SITE INSPECTION REQUISITION</b>	<p>A compulsory briefing session will be conducted at Neptune Elwandle Boardroom, Ground Floor, Admin Building (Emendi), N2 Neptune Road Off Klub Road, Port of Ngqura, Port Elizabeth on <b>Tuesday, 16 August 2022 at 10:00am</b>. Tenderers who wish to attend are to send their email address to: <a href="mailto:Mpho.Mohapi@transnet.net">Mpho.Mohapi@transnet.net</a>.</p> <p>Site visit is compulsory however, on a scheduled time tenderer can meet representatives of Transnet at Ground Floor, Admin Building (Emendi), N2 Neptune Road Off Klub Road, Port of Ngqura, Port Elizabeth for a site visit. This will take place on <b>Tuesday, 16 August 2022 from 10h00</b>. [Tenderers to provide own transportation and accommodation].</p> <p><b>Requirements for Site visit/walk:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests, hard hats and life jackets;</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk;</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops, and Stores will undergo breathalyser testing;</li> <li>• All forms of firearms are prohibited on Transnet properties and premises; and</li> <li>• Transnet Covid-19 Procedures to be adhered to – included in the Annexures.</li> </ul> <p>The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.</p> <p><b>NOTE: It is the responsibility of the tenderer to ensure receipt of a complete RFP with specifications, drawings and annexures.</b></p>
<b>PRESENTATION AND ADDENDA</b>	The Clarification Meeting Presentation and any addenda will be loaded on to the Transnet e-Tender Submission Portal. (refer to section 3, paragraph 2 below for detailed steps).
<b>CLOSING DATE</b>	<b>10:00am on Monday 05 September 2022</b> Tenderers must ensure that tenders are delivered timeously to the correct address. If a tender is late or delivered to the incorrect address, it will not be accepted for consideration.

## 2. TENDER SUBMISSION

Tender Offers must be addressed as follows:

The Secretariat, Divisional Acquisition Council

RFP No: **TNPA/2022/06/0559/6121/RFP**

Description: **Provision of public address, access control and CCTV systems in the tank farm at the Port of Ngqura**

Closing date and time: **05 September 2022 at 10:00am**

Closing address: *[Refer to options in paragraph 3 below]*

All submissions must reflect the return address of the Tenderer on the reverse side.

## 3. RESPONSE 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 e-Tenders management platform website(<https://www.transnet.net>);
- Click on "TENDERS";
- Scroll towards the bottom right hand side of the page;
- On the blue window click on "register on our new e-Tender Portal";
- 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.

All returnable documents listed in the returnable schedule in this RFP must be returned with your submission.

The person or persons signing the submission must be legally authorised by the respondent to do so.

## 4. 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.



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## 5. 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:

- 5.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 5.2. Not necessarily accept the lowest priced tender or an alternative tender;
- 5.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 5.4. 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;
- 5.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 5.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 5.7. 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;
- 5.8. 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);
- 5.9. 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.
- 5.10. 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.
- 5.11. 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 T2.2-23], **[Breach of Law]** whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

5.12. 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/special conditions of contract provided by the tenderer; or
- the contents of the tender returnables which are to be included in the contract.

6. 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.

## 7. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

7.1. 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:

7.2. Supplier Number..... and unique registration reference number.....

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

## T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1	The <i>Employer</i> is <b>Transnet SOC Ltd (Reg No. 1990/000900/30)</b>
C.1.2	The tender documents issued by the <i>Employer</i> comprise: <p><b>Part T: The Tender</b></p> Part T1: Tendering procedures      T1.1 Tender notice and invitation to tender T1.2 Tender data
	Part T2: Returnable documents      T2.1 List of returnable documents T2.2 Returnable schedules
	<b>Part C: The contract</b>
	Part C1: Agreements and contract data      C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
	Part C2: Pricing data      C2.1 Pricing instructions C2.2 Activity Schedule
	Part C3: Scope of work      C3.1 Works Information
	Part C4: Site information      C4.1 Site information
C.1.4	The Employer's agent is: Procurement Officer

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Name:	Mpho Mohapi
Address:	N2 Neptune Road TNPA Admin Building Port of Ngqura
Tel No.	066 293 2210
E – mail	<a href="mailto:Mpho.mohapi@transnet.net">Mpho.mohapi@transnet.net</a>

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

**1. Stage One - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:**

- a) A tenderer having a stipulated minimum B-BBEE status level 4 of contributor.
- b) A tenderer to subcontract a minimum of 30% to-
- (i) an EME or QSE which is at least 51% owned by black people;
  - (ii) an EME or QSE which is at least 51% owned by black people who are youth;
  - (iii) an EME or QSE which is at least 51% owned by black people who are women;
  - (iv) an EME or QSE which is at least 51% owned by black people with disabilities;
  - (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
  - (vi) a cooperative which is at least 51% owned by black people;
  - (vii) an EME or QSE which is at least 51% owned by black people who are military veterans;

The list of potential sub-contractors that are registered on the National Treasury Central Supplier Database (CSD) must be accessed as follows:

- Log on to the CSD website on <http://secure.csd.gov.za/>.
- Click on Search and select Subcontractor Search; and
- Enter the Procurement reference number (1127672-LS-E002), and
- Click on "Run Search".

All Sub-contractors must be registered on the National Treasury CSD by closing date.

Tenderers must Provide detailed information of the proposed Sub-contractors and submit returnable schedule **T2.2-02**

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

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**2. Stage Two - Local Production and Content in terms of the Preferential Procurement Regulations, 2017:**

Tenderers must properly complete, duly sign and submit returnable schedule **T2.2-03**, entitled "Declaration Certificate for Local Production and Content (SBD 6.2 and Annexures C, D & E)", committing to meet the following stipulated minimum thresholds for local

production and content for the following designated sectors as determined by the Department of Trade and Industry (DTI):

- **Electrical Cable Products:**
  - Low Voltage Cables – 90%
  - Copper Telecom Cables – 90%
  
- **Steel Products and Components for Construction**
  - Steel Poles – 100%
  - Fabricated Structural Steel (Turnstiles) – 100%
  - Handrails – 100%
  - Boom Gate Spikes – 100%

The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of the advertisement of the tender. The rates of exchange quoted by the tenderer in paragraph 4.1 of Returnable Schedule **T2.2-03** (the Declaration Certificate for Local Production and Content for Designated Sectors) may be verified for accuracy. Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential tenderers on the DTI's official website; [http://www.the.dti.gov.za/industrial\\_development/ip.jsp](http://www.the.dti.gov.za/industrial_development/ip.jsp)

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

### **3. Stage three - Functionality:**

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

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

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

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C.2.7 The arrangements of a Compulsory meeting and site visit are as stated in the Tender Notice and Invitation to Tender. The Addenda will be published on the National Treasury e-Tender Publication Portal.

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C.2.12 No alternative tender offers will be considered.

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

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C.2.13.5 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.:

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

- Log on to the Transnet e-Tenders management platform website (<https://www.transnet.net>);
- Click on "TENDERS";
- Scroll towards the bottom right hand side of the page;
- On the blue window click on "register on our new e-Tender Portal";
- 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.

Identification details: The tender documents must be submitted labelled with:

- Name of Tenderer: **(insert company name)**
- Contact person and details: **(insert details)**
- The Tender Number: TNPA/2022/06/0559/6121/RFP
- The Tender Description: Provision of public address, access control and CCTV systems in the tank farm at the Port of Ngqura

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

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

Time: **10:00am** on the **05 September 2022**

Tender submission: The Transnet e-Tender Submission Portal will be applicable as stated in the section above.

**NO LATE TENDERS WILL BE ACCEPTED**

C.2.16 The tender offer validity period is **90 business days** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

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

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

of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;

3. Proof of registration on the Central Supplier Database (CSD);
4. Letter of Good Standing with the Workmen’s compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.4 The time and location for opening of the offers are after the opening submissions at the venue as stated in C.2.15.

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

The procedure for the evaluation of responsive tenders is Functionality, Price and Preference: Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively.

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

#### Functionality Criteria

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

Quality Criteria	Sub-Criteria	Sub-Criteria Point Allocation	Maximum number of points
Programme	<b>The following information is required as a minimum on a programme submitted for evaluation:</b>		15
	Ability to execute the works in terms of the Employer’s requirements, indicating the order and timing of the construction activities that will take place in order to provide the work	2	
	Schedule showing Starting, Completion, Sectional Completion and Key Dates as listed in Contract Data Part One -"Data provided by the Employer" and are logically linked to activities in the schedule and to be driven by activities. All activities to be logically tied using a clearly defined critical path method (CPM)	2	
	All activity durations to be realistic and based on quantities and activities that can be measured in days. The calendar on the schedule should represent the actual work week/month used. e.g. weekends as nonworking periods	1	

	Against each activity or grouping of activities, the Tenderer indicates their "time risk allowances" and float shown. The Time Risk Allowances must be clearly defined and basis that were applied in calculating these durations. The Tenderer owns these allowances	2	
	Provisions for quality requirements & Health & Safety requirements, clearly outlining how the tenderer plans to provide the Works	1	
	At a minimum, a Level 3 Programme is developed electronically and a hard copy to be supplied with the tender document. This Schedule development should be in Primavera /Ms Project for tendering purpose, strictly Primavera after award.	2	
	The level of detail on the schedule should include, but not limited to, Key Milestones, Sectional Completion Milestones and Close-out activities	1	
	Planner CV with minimum 5 years' experience as a project planner	2	
	The Tenderer to submit a schedule narrative explaining the schedule development, exclusions and assumptions applied on the schedule. This should include the bases used	2	
Management & CVs	<b>The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required service</b>		20
	An organisation chart showing on-site and off-site management (including the key people you have identified in the Contract Data Part two and identify the required legal appointments). Details of the location (and functions) of offices from which the works will be managed. Details of the experience of the staff who will be working on the works with respect to: Working with the NEC3 Engineering and Construction Contract Option chosen for this contract. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful.  (Tenderer to note that project requirements include the provision of a health and safety, environmental, quality, document control, contracts administrator and supplier development resources.)	5	
	Key personnel should include at least, amongst others:		

	Project Manager with relevant experience.	5	
	Construction Manager CV and proof of professional registration with SACPCMP	5	
	Electrical Engineer (programmer/software engineer) with electrical engineering qualification and ECSA registered. Must be experienced and possess relevant certification in Electronic Security Technology systems	5	
Quality Plan	<b>Tenderers should submit a complete and comprehensive Quality Plan that demonstrates the following:</b>		10
	Project Quality Plan for the contract (must be specific to the Electronic security systems scope of works)	2	
	Valid ISO 9001 certification (certified).	1	
	Index or list of quality and works procedures (i.e., method statements related to the Electronic security scope of work) to be used during the contract.	1	
	CVs, qualifications and experience of quality manager and quality personnel on site as shown on the organogram (relevant quality qualification certificates must also be attached).	2	
	Project specific Quality Control Plan (For each discipline, i.e. Civil, Mech, Elec., etc.).	2	
	Project specific Quality data book index.	2	
Environmental Management Plan	<b>Tenderers should submit a complete <u>project specific Environmental Submission</u> that includes the following:</b>		5
	The tenderer must provide their environmental management policy, detailing their commitment to the protection of the environment.	1	
	The tenderer must explain their internal environmental management system (EMS) approach and attach the EMS manual/guidance document, as part of the overall quality management system.	1	
	In accordance with section 6.2 of the CEMP, the tenderer must submit a Project Environmental Management Plan (EMP). The Project EMP must comply with the requirements of section 6.2 of the CEMP, and must demonstrate how the tenderer will ensure that the requirements of the CEMP and SES are implemented.	1	
	The tenderer must demonstrate how the time and cost implications of the environmental management requirements outlined in the CEMP and SES have been taken into consideration in the pricing and schedule of the project.	0.5	

	<p>The tenderer must include organisational charts and the CV of the Environmental Officer that is on Site on a daily basis. The Environmental Officer must be on Site a minimum of 15 hours per week. The CV must show that the Environmental Officer has sufficient experience and/or qualifications in environmental management.</p>	0.5	
	<p>The tenderer must demonstrate the required level of expertise and experience for the overall management of the construction environmental management process. A minimum of three examples of construction projects within environmentally sensitive areas must be provided with a brief synopsis of the environmental management measures implemented and the success of these measures.</p>	0.5	
	<p>"The tenderer is to sign the declaration of understanding (refer to T2.2-38) acknowledging understanding thereof and the budget provision for the implementation of environmental management requirements.</p>	0.5	
Health Safety and	<p><b>Tenderers should note that they will be scored on the level of quality and relevant content pertaining to this Scope of Works:</b></p>		10
	<p>Safety, Health &amp; Environmental Company Policy signed by the accounting officer. List the five elements -</p> <ul style="list-style-type: none"> <li>• Commitment to Safety, prevention of pollution,</li> <li>• Continual improvement,</li> <li>• Compliance to legal requirements, appropriate to the nature of contractor's activities,</li> <li>• Hold management accountable for development of the safety systems</li> <li>• Include objectives and targets.</li> </ul>	1	
	<p>Roles and responsibilities of legal appointees</p> <p>a) In terms of OHS Act 85 of 1993 and its Regulations:</p> <ol style="list-style-type: none"> <li>i. S16.1 CEO,</li> <li>ii. S16.2 Assistant to CEO,</li> <li>iii. CR8.2 Assistant Construction manager,</li> <li>iv. CR8.7 Construction Supervisor,</li> <li>v. CR8.8 Construction assistant supervisor,</li> <li>vi. CR9.1 Risk Assessor</li> </ol> <p>b) In terms of Project and Construction</p>	3	

	<p>Management Professional Act 48 of 2000:</p> <p>i. Roles and responsibilities, CV and proof of registration with SACPCMP for Construction Manager</p> <p>C) In terms of Construction Regulations 2014 Roles and responsibilities, CV and proof of registration with SACPCMP for:</p> <p>i. Health and Safety Officer; and</p> <p>ii. Health and Safety Manager</p>		
	List of job categories for project and competencies required per category and develop a signed training Matrix for all employees who will be working on the project. This matrix must include Management and highlight training planned dates.	1	
	Overview of the tenderer's Risk Assessment methodology, and submission of risk assessments indicating major activities of the project namely, but not limited to: Installations of lighting masts, CCTV cameras and access control systems at various locations, inclusive of COVID 19 requirements	2	
	Two years synopsis of SHE incidents, description, type and action taken to prevent re-occurrence	1	
	Submission of completed cost breakdown sheet	1	
	Complete and return with tender documentation the Contractor Safety Questionnaire with supporting documentation included as an Annexure.	1	
Previous Experience	<b>Tenderers are required to demonstrate their experience in the delivery of similar works, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and demonstrate their overall experience in the delivery of similar works.</b>		
	<ul style="list-style-type: none"> <li>Tenderers to demonstrate their overall experience in the delivery of similar works. The tenderer must demonstrate their relevant</li> </ul>		
	<ul style="list-style-type: none"> <li>Development of detailed design for CCTV, Access Control systems, perimeter intruder detection, public address and situation management.</li> </ul>	5	
	<ul style="list-style-type: none"> <li>Supply, installation and termination of all related equipment</li> </ul>	5	
	<ul style="list-style-type: none"> <li>Configuration, testing, commissioning and integration of CCTV, Access Control systems, perimeter intruder detection, public</li> </ul>	5	20

	address and situation ,management		
	<ul style="list-style-type: none"> <li>Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)</li> </ul>	5	
Method Statement	<b>Tenderers are to submit a project specific Method Statement highlighting the categories below:</b>		
	A detailed technical method statement is required covering the design, installation, testing, commissioning & integration and sequence of all aspects of the works to enable the Employer to assess the impact of the Contractor’s methods with regard to constructability, practicality, quality, health, safety, risk and the environment.	5	
	As a minimum the detailed technical method statement should include:		
	Method of Design: Tenderer should narratively demonstrate the approach to design (highlighting all tools and design processes to be followed), Quality Assurance /Quality Control (QA/QC), list deliverable documents and drawings of the design, interfaces with other discipline including the client.	5	
	Method of supply, installation of all CCTV, Access Control system, perimeter intruder detection, public address and situation management: Tenderer should narratively demonstrate the approach to pre-manufacturing activities and meetings, QA/QC (FAT), interfaces with other discipline including the client, acceptable manufacturing processes and systems up to final approved product. Demonstrate manufacturing process that show reduction of manufacturing time and increased productivity as well as installation process.	5	20
	Method of configuration, testing and commissioning & integration of CCTV, Access Control systems, perimeter intruder detection, public address and situation management: Tender should narratively demonstrate the approach to site establish, pre-installation activities and meetings, interfaces with other discipline including the client, installation logistics, site acceptance testing, commissioning procedures and handover.	5	
<b>Maximum possible score for quality</b>			<b>100</b>

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

- T2.2-05 Programme
- T2.2-06 Project Organogram, Management & CV's
- T2.2-07 Quality Management
- T2.2-08 Environmental Management
- T2.2-09 Health and Safety Management
- T2.2-10 Previous experience
- T2.2-11 Method Statement

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

C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 or 90/10 preference points systems as described in Preferential Procurement Regulations 6 and 7.

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

and/or

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

There is uncertainty on the preference point system to be applied, TNPA will must advertise the tender indicating that the tender will be evaluated on either the 80/20 or 90/10 preference point system. Once a tender is received, the lowest acceptable tender must be used to determine the preference point system to be used for the evaluation of tenders.

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

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

C.3.13 Tender offers will only be accepted if:

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

4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

The tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) 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.

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

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

### **Returnable Schedule:**

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

- T2.2-01 **Stage One: Eligibility Criteria Schedule –**  
Compulsory Certificate of Attendance at Tender Clarification Meeting
- T2.2-02 **Stage Two as per PPPFA: Pre-qualification Criteria Schedule -**
- B-BBEE Status Level 4
  - 30% Sub-Contracting
- T2.2-03 **Stage Three as per PPPFA: Eligibility Criteria Schedule -** Declaration Certificate of Local Production and Content (SBD 6.2) - Compulsory
- T2.2-04 Annex C - Local Content Declaration - Summary Schedule - Compulsory
- T2.2-05 Annex D - Imported Content Declaration - Supporting Schedule to Annex C - Essential
- T2.2-06 Annex E - Local Content Declaration - Supporting Schedule to Annex C – Essential

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

- T2.2-07 **Evaluation Schedule:** Programme
- T2.2-08 **Evaluation Schedule:** Project Organogram, Management & CV's
- T2.2-09 **Evaluation Schedule:** Quality Management
- T2.2-10 **Evaluation Schedule:** Environmental Management
- T2.2-10a **Evaluation Schedule:** Environmental Declaration of Understanding
- T2.2-11 **Evaluation Schedule:** Health and Safety Management
- T2.2-11a **Questionnaire Schedule**
- T2.2-11b **Health and Safety Cost Breakdown**
- T2.2-12 **Evaluation Schedule:** Previous experience
- T2.2-13 **Evaluation Schedule:** Method Statement

#### **2.1.3 Returnable Schedules:**

##### **General:**

- T2.2-14 Authority to submit tender
- T2.2-15 Record of addenda to tender documents
- T2.2-16 Letter of Good Standing
- T2.2-17 Risk Elements
- T2.2-18 Availability of equipment and other resources
- T2.2-19 Site Establishment requirements
- T2.2.20 Capacity and Ability to meet Delivery Schedule

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

- T2.2-21 Compulsory Enterprise Questionnaire
- T2.2-22 Non-Disclosure Agreement
- T2.2-23 RFP – Breach of Law
- T2.2-24 Certificate of Acquaintance with Tender Document
- T2.2-25 RFP Declaration Form
- T2.2-26 Supplier Code of Conduct
- T2.2-27 Service Provider Integrity Pact
- T2.2-28 Job-Creation Schedule
- T2.2-29 Agreement in terms of Protection of Personal Information Act, 4 of 2013 (“POPIA”)

#### **2.1.5 Bonds/Guarantees/Financial/Insurance:**

- T2.2-30 Insurance provided by the Contractor
- T2.2-31 Form of Intent to provide a Performance Guarantee
- T2.2-32 Forecast Rate of Invoicing
- T2.2-33 Three (3) years audited financial statements
- T2.2-34 Supplier declaration form
- T2.2-35 List of subcontractors

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

#### **2.3 C1.2 Contract Data**

#### **2.4 C1.3 Forms of Securities**

#### **2.5 C2.1 Pricing Instructions Activity Schedule**

#### **2.6 C2.2 Activity Schedule**

## T2.2-01: Eligibility Criteria Schedule:

### Certificate of Attendance at Tender Clarification Meeting

This is to certify that

.....  
(Company Name)

Represented

.....  
(Name and

by:

.....  
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	.....	
On (date)	.....	Starting time: .....

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

Name

Signature

Capacity

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

Name

Signature

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

.....  
Date

---

## T2.2-02 Pre-qualification Criteria Schedule:

**a) A tenderer having a stipulated minimum B-BBEE status level 4 contributor.**

**The Tenderer is to submit the following documents or copies thereof**

-A Valid B-BBEE Sworn Affidavit or B-BBEE Certificate.

***Failure to provide the valid B-BBEE Sworn Affidavit or B-BBEE certificate at the closing date and time of the tender may result in the tender being deemed non-responsive***

**b) A tenderer to subcontract a minimum of 30% to-**

- (i) an EME or QSE which is at least 51% owned by black people;
- (ii) an EME or QSE which is at least 51% owned by black people who are youth;
- (iii) an EME or QSE which is at least 51% owned by black people who are women;
- (iv) an EME or QSE which is at least 51% owned by black people with disabilities;
- (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- (vi) a cooperative which is at least 51% owned by black people;
- (vii) an EME or QSE which is at least 51% owned by black people who are military veterans;

**All Sub-contractors must be registered on the National Treasury CSD by closing date.**

**The Tenderer is to submit the following documents or copies thereof:**

-A Valid B-BBEE Sworn Affidavit or B-BBEE Certificate.

***Failure to provide the valid B-BBEE Sworn Affidavit or B-BBEE certificate at the closing date and time of the tender may result in the tender being deemed non-responsive.***

**Tenderer to note that if successful, any deviations from the list of proposed sub-contractors in the contract phase will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract. Please also note the applicable Z clauses in Contract Data by *Employer*.**

Provide **detailed information** of the proposed Sub-contractors below:

	<b>Name of proposed Subcontractor</b>	<b>Address and Region</b>	<b>Nature and extent of work</b>	<b>B-BBEEE Certificates or Sworn Affidavit attached behind this schedule? Yes/No</b>	<b>Percentage (%) of the sub-contracted works in terms of the tendered total of the prices.</b>
<b>1.</b>					
<b>2.</b>					
<b>3.</b>					
<b>4.</b>					
<b>5.</b>					
<b>6.</b>					

**The Tenderer is to submit the following documents or copies thereof for each of the proposed sub-contractor(s) with this schedule as mandatory returnable documents:**

- A valid Sworn Affidavit or B-BBEE Certificate of the proposed sub-contractor(s).

**NOTE TO TENDERERS:**

**FAILURE TO PROVIDE THE ABOVE DOCUMENTS AS REQUESTED WILL DISQUALIFY THE TENDER FROM ANY FURTHER EVALUATION.**

Transnet reserves the right to request additional information of the nominated subcontractors should it be deemed necessary to verify the compliance to the black ownership percentage or subcontractor entity size. These may include but not limited to;

- Copies of the identity documents of the members of shareholders of the subcontractor;
- Copies of the Audited Financial Statements or Income Statement of the subcontractor;
- Letter or Agreement confirming the Sub-Contracting Agreement between the tenderer and proposed subcontractor(s)
- Copies of the subcontractors CSD

## **T2.2-03 Pre-qualification Criteria Schedule: Declaration Certificate for Local Production and Content for Designated Sectors. SBD 6.2:**

### **ANNEXURE B**

### **SBD 6.2**

#### **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

#### **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand  
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

## 2. Definitions

- 2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

### 3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
--	-------------------------------------

#### **Steel Products and Components for Construction:**

Steel Poles:	- 100%
Turnstiles:	- 100%
Handrails:	- 100%
Boom Gates Spikes:	- 100%

#### **Electrical Cable Products:**

Low Voltage Cables:	- 90%
Copper Telecom Cables:	- 90%

4. Does any portion of the services, works or goods offered have any imported content?

**(Tick applicable box)**

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

- 4.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other (Pula)	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dtic must be informed accordingly in order for the dtic to verify and in consultation with the AO/AA provide directives in this regard.
- 6.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO.**

**ISSUED BY:** TRANSNET NATIONAL PORTS AUTHORITY ON BEHALF OF TRANSNET SOC LTD

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned,.....(full names), do hereby declare, in my capacity as.....of.....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Price of the Designated commodity ( <b>Steel Poles</b> ) Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity ( <b>Turnstiles</b> ) Ex VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity ( <b>Handrails</b> ) Ex VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity ( <b>Boom Gate Spikes</b> ) Ex VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity ( <b>Low Voltage Cables</b> ) Ex VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>90%</b>
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity ( <b>Copper Telecom Cables</b> ) Ex VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>90%</b>
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NOTE TO TENDERERS: Failure to fully complete, declare, sign & date this SBD 6.2 Declaration as well as the accompanying Annexure C "local content declaration - summary schedule" may result in the tender submission being non-responsive and disqualified from any further evaluation. If the quantity of materials and/or products required cannot be wholly sourced from South African based manufacturers and/or at the designated local content threshold at any particular time, bidders should obtain written exemption from the dtic to supply the remaining portion at a lower local content threshold. The dtic in consultation with the procuring organ of state, will grant exemption on a case-by-case basis and will consider the following:**

- a) Required volumes in a particular bid;
- b) Available collective South African industry manufacturing capacity at the time;
- c) Delivery times;
- d) Availability of input materials and components;
- e) Technical considerations including operating conditions; and
- f) Materials of construction
- g) Security of supplies and emergencies

## Schedule A – Non-compliance for Local Content

### Non-compliance Penalties for Local Content:

- a) If for any reason the *Contractor* is unable to achieve the local content undertaking, the *Contractor* must approach the Department of Trade and Industry (“DTI”) to obtain exemption in order to supply the goods at a lower local content threshold. The *Contractor* is obliged to approach DTI for exemption within 10 (ten) days of determining that it is unable to achieve any milestone target or local content threshold.
- b) 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.
- c) 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.
- d) 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 Spend<sup>1</sup> is lower than the Required Local Content Spend<sup>2</sup> (or the Adjusted Required Local Content Spend<sup>3</sup>, 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% of every monthly payment due by the *Employer* to the *Contractor* over the contract period (“the Local Content Retention Amount”). The Local Content Retention Amount shall be set off against any penalties payable by the *Contractor* at any milestone assessment.
- e) 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.

<sup>1</sup> Actual Local Content Spend means the monetary value of local content initiatives actually delivered by the Supplier during the period under review.

<sup>2</sup> Required Local Content Spend means the monetary value of local content obligations that the Supplier has agreed to deliver during the period under review.

<sup>3</sup> 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.



- 
- f) 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:**

- a) If any Non-compliance Penalty arises, the *Employer* 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.
- b) 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:**

- a) 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.
- b) 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.
- c) 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.

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*





**T2.2-05 Annex D – Imported Content Declaration – Supporting Schedule to Annex C Essential. See attached**



**Annex D - Steel Products and Components for Construction**

**Imported Content Declaration - Supporting Schedule to Annex C**

(D1) <b>Tender No.</b>	TNPA/2022/06/0559/6121/RFP			<b>Note: VAT to be excluded from all calculations</b>
(D2) <b>Tender description:</b>	Provision of public address, access control and CCTV systems in the tank farm at the Port of Ngqura			
(D3) <b>Designated Products:</b>	Steel Products and Components for Construction			
(D4) <b>Tender Authority:</b>	Transnet National Ports Authority			
(D5) <b>Tendering Entity name:</b>				
(D6) <b>Tender Exchange Rate:</b>	USD	EU	GBP	

**A. Exempted imported content**

**Calculation of imported content**

**Summary**

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
<b>(D19) Total exempt imported value</b>										R 0	

This total must correspond with Annex C - C 21

**B. Imported directly by the Tenderer**

**Calculation of imported content**

**Summary**

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
<b>(D32) Total imported value by tenderer</b>										R 0	

**C. Imported by a 3rd party and supplied to the Tenderer**

**Calculation of imported content**

**Summary**

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
<b>(D45) Total imported value by 3rd party</b>										R 0	

**D. Other foreign currency payments**

**Calculation of foreign currency payments**

**Summary of payments**

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
<b>(D52) Total of foreign currency payments declared by tenderer and/or 3rd party</b>					

**(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above** R 0

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date:

**T2.2-06 Annex E - Local Content Declaration – Supporting Schedule to Annex C – Essential. See attached**





**T2.2-05 Annex D – Imported Content Declaration – Supporting Schedule to Annex C Essential. See attached**



**Annex D - Electrical Cable Products**

**Imported Content Declaration - Supporting Schedule to Annex C**

(D1) Tender No.	TNPA/2022/06/0559/6121/RFP		Note: VAT to be excluded from all calculations
(D2) Tender description:	Provision of public address, access control and CCTV systems in the tank farm at the Port of Ngqura		
(D3) Designated Products:	Electrical Cable Products		
(D4) Tender Authority:	Transnet National Ports Authority		
(D5) Tendering Entity name:			
(D6) Tender Exchange Rate:	USD	EU	

**A. Exempted imported content**

**Calculation of imported content**

**Summary**

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
<b>(D19) Total exempt imported value</b>										R	O

This total must correspond with Annex C - C 21

**B. Imported directly by the Tenderer**

**Calculation of imported content**

**Summary**

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
<b>(D32) Total imported value by tenderer</b>										R	O

**C. Imported by a 3rd party and supplied to the Tenderer**

**Calculation of imported content**

**Summary**

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
<b>(D45) Total imported value by 3rd party</b>										R	O

**D. Other foreign currency payments**

**Calculation of foreign currency payments**

**Summary of payments**

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
<b>(D52) Total of foreign currency payments declared by tenderer and/or 3rd party</b>					

**(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above** R O

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date:

**T2.2-06 Annex E - Local Content Declaration – Supporting Schedule to Annex C – Essential. See attached**



## T2.2-7: Evaluation Schedule: Programme:

The Tenderer shall indicate the following:-

- Ability to execute the works in terms of the Employer’s requirements, indicating the order and timing of the construction activities that will take place in order to provide the work
- Schedule showing Starting, Completion, Sectional Completion and Key Dates as listed in Contract Data Part One -"Data provided by the Employer" and are logically linked to activities in the schedule and to be driven by activities. All activities to be logically tied using a clearly defined critical path method (CPM)
- All activity durations to be realistic and based on quantities and activities that can be measured in days. The calendar on the schedule should represent the actual work week/month used. e.g. weekends as nonworking periods
- Against each activity or grouping of activities, the Tenderer indicates their "time risk allowances" and float shown. The Time Risk Allowances must be clearly defined and basis that were applied in calculating these durations. The Tenderer owns these allowances
- Provisions for quality requirements & Health & Safety requirements, Clearly outlining how the tenderer plans to provide the Works
- At a minimum, a Level 3 Programme is developed electronically and a hard copy to be supplied with the Tender document. This Schedule development should be in Ms project. Primavera would be an added advantage.
- The level of detail on the schedule should include, but not limited to, Key Milestones, Sectional Completion Milestones and Close-out activities
- The Tenderer to submit a schedule narrative explaining the schedule development, exclusions and assumptions applied on the schedule. This should include the bases used on production rates applied on the schedule
- Planner CV with minimum 5 years’ experience as a project planner

The table below indicate the method of scoring that will be followed to evaluate the programme submitted by the Tenderer:

<b>Score 0</b>	Tenderer failed to submit the schedule
<b>Score 20</b>	Tender has submitted insufficient information
<b>Score 40</b>	<ul style="list-style-type: none"> <li>• Tenderer shows limited suitability and capacity to meet the project requirements</li> <li>• Programme does not show order and timing. Programme duration not realistic</li> <li>• Tenderer failed to display the ability to execute the works in terms of the Employer’s requirements</li> </ul>
<b>Score 60</b>	<p>Tenderer has demonstrated reasonable knowledge the development of:</p> <ul style="list-style-type: none"> <li>• Ability to execute the Works in terms of the <i>Employer’s</i> requirements, indicating the order and timing of the construction activities that will take place in order to provide the works</li> <li>• Schedule showing durations of activities, Major Milestone, Planned Start Date &amp; Planned Completion Date</li> <li>• All activities to be logically tied using critical path method (CPM)</li> <li>• Level 3 schedule</li> </ul>

	<ul style="list-style-type: none"> <li>• Estimated Project Duration: weeks</li> <li>• Schedule narrative explaining the schedule development, exclusions and assumptions applied on the schedule.</li> <li>• Time risk allowance against each task group indicated</li> </ul>
<b>Score 80</b>	<p>Tenderer has demonstrated good knowledge in scheduling:</p> <ul style="list-style-type: none"> <li>• Ability to execute the works in terms of the Employer’s requirements,</li> <li>• Indicating the order and timing of the construction activities that will take place in order to provide the Works</li> <li>• Schedule showing durations of activities, Major Milestone, Planned Start Date &amp; Planned Completion Date</li> <li>• All activities to be logically tied using critical path method (CPM)</li> <li>• Level 3 schedule that is Cost and Resources loaded</li> <li>• Estimated Project Duration: weeks</li> <li>• Time risk allowance against each task group indicated</li> <li>• Schedule narrative explaining the schedule development, exclusions and assumptions applied on the schedule</li> <li>• Planner has more than 5 years’ experience as a project planner</li> </ul>
<b>Score 100</b>	<p>Tenderer has demonstrated good knowledge in scheduling:</p> <ul style="list-style-type: none"> <li>• Ability to execute the Works in terms of the Employer’s requirements, indicating the order and timing of the construction activities that will take place in order to provide the works</li> <li>• Schedule showing durations of activities, Major Milestone, Planned Start Date &amp; Planned Completion Date</li> <li>• All activities to be logically tied using critical path method (CPM)</li> <li>• Level 4 schedule that is Cost and Resources loaded</li> <li>• Estimated Project Duration: weeks</li> <li>• Time risk allowance against each task group indicated</li> <li>• Excellent narrative explaining the schedule development covering more than required aspect.</li> <li>• Planner has more than 8 years’ experience as a project planner</li> <li>• Schedule provides alternative opportunities accelerated implementation</li> </ul>

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

Signed

Date

Name

Position

Tenderer

## T2.2-8: Evaluation Schedule: Management & CV’s of Key Persons: Pre- Qualifying Functionality Criteria

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required service.

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

1. Organizational structure to include a clear indication of roles and responsibilities and specific function of each team member;
2. Key personnel should include at least, amongst others:
  - Project Manager with relevant experience
  - Key on-site personnel should include at least, amongst others:
    - i. Engineers/Software Programmer holding electrical engineering qualification and ECSA registered. Must be experienced and have relevant certification in Electronic Security Systems technology.
    - ii. Construction Manager, CV and proof of SACPCPM registration

**(Tenderer to note that project requirements include the provision of a health and safety, environmental, quality, document control, contracts administrator and supplier development resources.)**

3. Details of the location (and functions) of offices from which the project will be managed.

**Note: CV’s and profiles should show experience, background and track record in similar types of projects**

<b>Attached submissions to this schedule:</b>
.....
.....
.....
.....

The table below will be used as guidelines for scoring / evaluating the management and CV’s of key persons submitted by the Tenderer:

<b>Score 0</b>	Tenderer failed to provide information
<b>Score 20</b>	Inadequate organisation chart, Key staff do not have suitable levels of relevant experience and qualifications or equivalent specialized training. Incomplete list of Key staff and Management structure.
<b>Score 40</b>	Key staff has limited recommended levels of relevant experience and qualifications/ and has limited relevant certification in Electronic security technology systems. (between 2- and 5-years’ experience). Organization chart show incomplete list of Key staff and management structure.

<b>Score 60</b>	Key staff have acceptable levels of relevant experience ( $\geq 5$ years' experience). Organisation chart showing onsite and off-site management provided. Engineer has obtained a Professional Status with ECSA and has sufficient relevant certification in Electronic security technology systems. Key staff have provided all relevant and required professional registration/certification.
<b>Score 80</b>	All Key staff have acceptable levels of relevant experience. Organisation chart showing onsite and off-site management and Key staff have adequate experience of issues pertinent to the project ( $\geq 7$ years' experience). Engineer has obtained a Professional Status with ECSA and has relevant certification in Electronic Security technology Systems. Key staff have provided all relevant and required professional registration/certification.
<b>Score 100</b>	All Key staff have highly acceptable levels of relevant experience ( $\geq 10$ years' experience). Organisation chart showing onsite and off-site management and Key staff have reasonable experience of issues pertinent to the project. Engineer has obtained a Professional Status with ECSA and has relevant certification in Electronic security technology systems. Key staff have provided all relevant and required professional registration/certification.

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

Signed

Date

.....

.....

Name

Position

.....

.....

Tenderer

.....

## T2.2-09: Quality Management

Reference Standard; QAL-STD-0001 (**See Annexure F**) General Quality Requirements for Contractors and Suppliers.

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard, QAL-STD-0001 General Quality Requirements for Contractors and Suppliers as stated above and should include but not be limited to:

1. Project Quality Plan MUST cover project scope and be aligned to ISO 10005 requirements
2. Valid ISO 9001 certificate/ Quality Manual aligned to ISO 9001
3. Index or list of QMS procedures including list of method statements and forms to be used during the contract
4. CVs of Quality Officer on site with relevant and adequate quality qualification with a minimum of 2 years experience. Minimum qualification is ISO 9001:2015 Certificates in QMS Implementation. (NB: qualification certificates MUST be attached)
5. Quality Control Plan MUST cover all disciplines relevant to the project scope
6. Quality Data book index MUST cover all disciplines relevant to the project scope including relevant tests and certifications to be provided

Score	Project Quality Plan for the contract	Valid ISO 9001 certificate/ Quality Manual aligned to ISO 9001	Index or list of QMS procedures including method statements to be used	CVs, qualifications and experience of a Quality Officer on site	Project specific Quality Control Plan	Project specific Quality Data Book Index
<b>Score (0)</b>	No PQP submitted	No ISO 9001 Certificate, NO Quality Manual provided.	No list of QMS procedures and method statement (MS) submitted	No CVs submitted	No QCPs submitted	No Quality Data book index submitted
<b>Score (20)</b>	PQP neither meet ISO 10005 requirements nor cover the project scope	No ISO 9001 certificate provided, Quality Manual submitted but not relevant to project scope	Index / list of QMS procedures and method statement not relevant to the project scope	CV with no relevant qualifications and experience attached	QCPs do not cover project scope	Quality Data book index is does not cover project scope, poor understanding of project deliverables
<b>Score (40)</b>	PQP does not address all ISO 10005 requirements	Quality Manual does not address all ISO 9001 requirements	Index / list of QMS procedures and method statements are relevant but inadequate to cover project scope.	CV with relevant experience but no qualifications attached	QCPs are project specific but inadequate to cover project scope	Quality Data book index is project specific but display poor understanding of project deliverables

Score	Project Quality Plan for the contract	Valid ISO 9001 certificate.	Index or list of QMS procedures including method statements to be used	CVs, qualifications and experience of a Quality Officer on site	Project specific Quality Control Plan	Project specific Quality Data Book Index
<b>Score (60)</b>	Generic PQP but covers all elements of ISO 10005 Project Quality Plan requirements	Main Contractor or JV partner ISO 9001 certificate has expired OR Quality Manual is aligned to ISO 9001 requirements.	Index / list of QMS procedures and method statements relevant but partially cover project scope requirements	CV with ISO 9001 Certificates in QMS Implementation plus less than 3 years relevant experience.	QCPs shows adequate understanding of project quality requirements No Quality Control Intervention points covered	Data book index shows adequate understanding of <b>key</b> project deliverables
<b>Score (80)</b>	Project Specific PQP fully meets ISO 10005 Project Quality Plan requirements	Main Contractor or JV partner ISO 9001 certificate expired AND Quality Manual is aligned to ISO 9001 requirements	Index / list of QMS procedures and method statements fully cover all project scope requirements	CV with ISO 9001 Certificates in QMS Implementation plus between 3-5 years relevant experience	QCPs displays understanding of the project quality requirements Some Quality Control Intervention points covered	Data book index shows adequate understanding of <b>All</b> project deliverables
<b>Score (100)</b>	Project Specific PQP fully meets ISO 10005 Project Quality Plan requirements and makes references all relevant QMS specifications and standards	Main Contractor or JV partner ISO 9001 certificate is valid / Acknowledgment letter for certification from ISO 9001 certification body AND Quality Manual is aligned to ISO 9001 requirements.	Index / list of procedures and method statements cover all project scope requirements. Method Statement list covers all relevant check sheets / forms	CV with ISO 9001 Certificates in QMS Implementation and Auditing plus 5 years and more relevant experience	QCP's covers all disciplines and intervention points with reference to standards, specifications, drawings, etc.	Data book index shows adequate understanding of All project deliverables, <b>including all</b> relevant tests and certifications to be provided.

There must be a clear link to the communications plan, organisational structure, systems and methodology for executing such services.

**Attached submissions to this schedule:**

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

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

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

- a) Project Construction Environmental Management Programme (CEMP) (1124367X-02-RPT-0004 – Annexure D) which comprises the following as a minimum:
    - Standard Operating Procedure for Construction Environmental Management
    - Minimum Standards for Construction Environmental Management
  - b) Environmental Authorisation for the Provision of Landside Structures and Infrastructure to the new bulk liquid storage and handling facility in the Port of Ngqura (DEA Ref 14/12/16/3/3/1/675) and subsequent amendment (DEA Ref 14/12/16/3/3/1/675/A1) (refer to Annexure D)
1. The tenderer must provide evidence of how their Environmental Management System (EMS) will ensure conformance to the abovementioned requirements.
  2. The tenderer must provide an environmental policy signed by Top Management which, as a minimum:
    - a. Is appropriate given the purpose and context of the tenderer's business;
    - b. Includes a commitment to fulfil the tenderer's environmental compliance (legal) obligations;
    - c. Includes a commitment to the protection of the environment, including prevention of pollution;
    - d. Provides framework for setting environmental objectives; and
    - e. Includes a commitment to continual improvement of their EMS;
  3. The tenderer must provide an Organisational Chart depicting key environmental staff and the chart must be accompanied by CV's showing staff competencies, experience and qualifications relevant to project environmental management functions
  4. The tenderer must provide a list of projects where environmental duties of a similar nature have been executed including a brief description of such duties together with client reference contact details
  5. The tenderer is to sign the declaration of understanding (refer to T2.2-38) acknowledging understanding thereof and the budget provision for the implementation of environmental management requirements.

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

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

<b>Score 0</b>	The tenderer has submitted no information.
<b>Score 20</b>	Environmental staff generally have less than 1 year relevant experience; Policy only responds to 1 -2 of the items listed under 2 above; Tenderer has only completed 1 project of similar nature; EMS indicates Tenderer has a poor understanding of the Scope.
<b>Score 40</b>	Environmental staff generally have between 1 and 3 years’ relevant experience; Policy only responds to 3 - 4 items listed under 2 above; Tenderer has only completed 2 projects of similar nature; EMS indicates Tenderer has a less than acceptable understanding of the Scope.
<b>Score 60</b>	Environmental staff generally have between 3 and 5 years’ relevant experience; Policy responds to all items listed under 2 above; Tenderer has only completed 3 projects of similar nature; EMS indicates Tenderer has an acceptable understanding of the Scope.
<b>Score 80</b>	Environmental staff generally have between 5 and 8 years’ relevant experience; Policy responds to all items listed under 2 above and includes additional commitments to environmental performance; Tenderer has only completed 4 projects of similar nature; EMS indicates Tenderer has a more than acceptable understanding of the Scope.
<b>Score 100</b>	Environmental staff generally have more than 8 years’ relevant experience; Policy responds to all items listed under 2 above, includes additional commitments to environmental performance and has been certified according to international best practice standards; Tenderer has only completed 5 or more projects of similar nature; EMS indicates Tenderer has an excellent understanding of the Scope.

<b>Score 0</b>	No response
<b>Score 20</b>	Poor
<b>Score 40</b>	Less than Acceptable
<b>Score 60</b>	Acceptable
<b>Score 80</b>	Above Acceptable
<b>Score 100</b>	Excellent

## T2.2-10a Declaration of Understanding

<b>PROJECT NAME:</b>		<b>DOCUMENT NO:</b>	
<b>PROJECT NO:</b>		<b>DATE:</b>	
<b>CONTRACTOR:</b>		<b>CONTRACT NO:</b>	

I,

\_\_\_\_\_

*(Name)* *(Designation)*

\_\_\_\_\_

*(Representing)*

Declare that I have read and understand the contents of the Construction Environmental Management Programme (1124367X-02-RPT-0004) and associated documents for the above-mentioned Project and Contract.

I also declare that I understand my responsibilities in terms of enforcing and implementing the Environmental Specifications for the aforementioned Contract.

Signed	Signature	Date
Place		
Witness 1:	Signature	Date
Witness 2:		

## **T2.2-11: Evaluation and Questionnaire Schedule - Health and Safety Requirements**

Submit the following documents as a minimum with your tender:

1. The Tenderer must provide their Contract specific health and safety plan addressing the requirements of Transnet health and safety specification and include the following documents:
  - Safety, Health & Environmental Company Policy signed by the accounting officer. List the five elements -
    1. Commitment to Safety, prevention of pollution,
    2. Continual improvement,
    3. Compliance to legal requirements, appropriate to the nature of contractor's activities,
    4. Hold management accountable for development of the safety systems
    5. Include objectives and targets.
2. Roles and responsibilities of legal appointees
  - c) In terms of OHS Act 85 of 1993 and its Regulations.
    - vii. S16.1 CEO,
    - viii. S16.2 Assistant to CEO,
    - ix. CR8.2 Assistant Construction manager,
    - x. CR8.7 Construction Supervisor,
    - xi. CR8.8 Construction assistant supervisor,
    - xii. CR9.1 Risk Assessor
  - d) In terms of Project and Construction Management Professional Act 48 of 2000
    - a. Roles and responsibilities, CV and proof of registration with SACPCMP for Construction Manager
  - C) In terms of Construction Regulations 2014
    - Roles and responsibilities, CV and proof of registration with SACPCMP for:
      - i. Health and Safety Officer; and
      - ii. Health and Safety Manager
3. List of job categories for project and competencies required per category and develop a signed off training Matrix for all employees who will be working on the project. This matrix must include Management and highlight training planned dates.
4. Overview of the tenderer's Risk Assessment methodology, and submission of risk assessments indicating major activities of the project namely, but not limited to: Installations of lighting masts, CCTV cameras and access control systems at various locations, inclusive of COVID 19 requirements.
5. Two years synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.
6. Submission of completed cost breakdown sheet.
7. Complete and return with tender documentation the Contractor Safety Questionnaire with supporting documentation included as an Annexure.

Attached submissions to this schedule:

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

	<p>Policy (State points allocated) 1. Commitment to Safety, prevention of pollution,</p> <p>2. Continual improvement,</p> <p>3. Compliance to legal requirements, appropriate to the nature of contractor's activities,</p> <p>4. Hold management accountable for development of the safety systems,</p> <p>5. Include objectives and targets.</p>	<p>Roles &amp; Responsibilities as per the a) Occupational health and safety Act 85 of 1993 , such as S16.1 CEO; S16.2 Assistant CEO; 8.2 assistant Construction Manager; 8.7 Construction Supervisor; 8.8 Construction assistant supervisor, 9.1 Risk Assessor</p> <p>b) In terms of Project and Construction Management Professional Act 48 of 2000</p> <p>i. Construction Manager, roles and responsibilities, CV and proof of registration with SACPCMP</p> <p>C) In terms of</p>	<p>List of job categories for project and competencies required per category and develop a training Matrix for all employees who will be working on the project. This matrix must include Management and highlight training planned dates.</p>	<p>Overview of the tenderer's Risk Assessment methodology, and submission of risk assessments indicating major activities of the project namely, but not limited to:</p> <p>Installations of lighting masts, CCTV cameras and access control systems at various locations, inclusive of COVID 19 requirements.</p>	<p>Two years synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.</p>	<p>Submission of completed cost breakdown sheet.</p>	<p>Complete and return with tender documentation the Contractor Safety Questionnaire with required supporting documentation included as an Annexure.</p>
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		Construction Regulation 2014 i. Health and Safety Officer, roles and responsibilities, CV and proof of registration with SACPCMP ii. Health and Safety Manager, roles and responsibilities, CV and proof of registration with SACPCMP					
Points	<b>1</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>1</b>
(score 0)		The Tenderer has submitted no information or inadequate information to determine a score.					
(score 20)	1 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement.	Roles and responsibilities do not meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	Key responsible persons are not included on training matrix as per proposed organogram structure.	Information supplied is totally insignificant/inadequate to achieve the required standard of service.	Information supplied is totally insignificant/inadequate to achieve the required standard of service.	Health and safety Budget submitted is totally insignificant/inadequate to achieve the required standard of service, 0 to 1% allocated.	Information supplied is totally insignificant/inadequate to achieve the required standard of service.
(score 40)	2 of the 5 key policy components are recognized and meet the	Roles and responsibilities are unlikely to ensure compliance as per	Not all key responsible persons are included in the training matrix.	Poor response/answer/solution lacks convincing evidence, medium risk	Poor response/answer/solution lacks convincing	Health and safety Budget submitted is insignificant/inadequate/answer/solution to	Poor response/answer/solution lacks convincing



	<i>Employer's</i> requirement.	the Works information and not in line with OHS Act and TNPA health and safety specification.	Trainings matrix submitted does not cover all SHE training listed on Health and Safety specification. Training matrix not signed by responsible personnel.	that stated <i>employer's</i> requirements will not be met.	evidence, medium risk that stated <i>Employer's</i> requirements will not be met.	the returnable, <i>Employer's</i> health and safety requirements will not be met, 1.1 – 2% allocated.	evidence, medium risk that stated <i>Employer's</i> requirements will not be met.
(score 60)	3 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirements.	Satisfactory response on roles and responsibilities as per <i>Employer's</i> requirements.	Satisfactory response on the list of job categories and trainings as per proposed project organogram structure. Training matrix covers most of the trainings listed on TNPA Health and safety specification.	Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.	Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.	Health and safety Budget submitted is Satisfactory response/answer/solution to the returnable, <i>Employer's</i> health and safety requirements will be met, 2.1 – 3% allocated.	Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.
(score 80)	4 of the five key policy components are recognized and meets the <i>Employer's</i> requirements.	Roles and responsibilities are likely to ensure compliance as per Works Information, OHS Act and TNPA health and safety specification.	Most of key persons listed on the training matrix as per proposed project organogram structure. Trainings specified on the matrix are in line with TNPA health and safety specification.	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.	Health and safety Budget submitted is Good response/answer/solution to the returnable, <i>Employer's</i> health and safety requirements will be met, 3% - above allocated.	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.



(score 100)	All 5 key policy components are recognized and meets the <i>Employer's</i> requirements	Roles and Responsibilities most likely to ensure compliance as per requirements of OHS Act and TNPA Health and Safety Management Specification and CV and proof of professional registration with SACPCMP submitted.	Training matrix include Management and all employees /personnel in the project. Training matrix had been signed by responsible personnel.	Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.	Very good response/answer /solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.	Health and safety Budget submitted is Very good response/answer/solution on to the returnable, Employer's health and safety requirements will be met, 4% - above allocated.	Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.
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The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

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

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

Tenderer \_\_\_\_\_

**T2.2-11a: Health, Safety Questionnaire**

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

Do you have a written safety program manual?		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
If Yes, provide a copy for review					
Do you have a pocket safety booklet for field distribution?		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
If Yes, provide a copy for review					
Does your safety program contain the following elements:					
	YES	NO		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 PROGRAM**

5A. Do you have an orientation program for new hire employees?		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
If Yes, include a course outline. Does it include any of the following:					
	YES	NO		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 form has worked for that could verify the quality and management commitment to your occupational Health & Safety program		
Name and Company	Address	Phone Number

**T2.2-11b Health and Safety Cost Breakdown**

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

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

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

## T2.2-12 Previous experience

**Note to tenderers:**

- Tenderers are required to demonstrate their overall experience in the delivery of similar works, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers (with a minimum value of R10 million) and also demonstrate their relevant experience with regards to the Design, Procurement, Installation and Commissioning services as detailed in the technical tender documentation with reference to:
- Babylon Access Control Systems
- Perimeter intruder detection system
- Situation management
- CCTV Surveillance System
- Public Address Systems
- The tenderer to submit the following:
  - Organization’s overall experience in the Design, Procurement, Installation, Configuration and Commissioning (in general)
  - Previous experience based on similar work (specific to this scope)
  - Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)

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

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.....

.....

The table below indicate the method of scoring that will be followed to evaluate the previous experience submitted by the Tenderer:

<b>Score 0</b>	Tenderer Failed to provide information
<b>Score 20</b>	The Tenderer generally have < 4 years of experience and have undertaken no projects of a similar nature within the last 5 years. No / insufficient references provided to substantiate experience indicated.
<b>Score 40</b>	The Tenderer generally have ≤4 years of experience and have undertaken <3 projects of a similar nature within the last 5 years. No/insufficient references provided to substantiate experience indicated.
<b>Score 60</b>	The Tenderer generally have ≥5 years of experience and have undertaken ≥4 projects of a similar nature. Sufficient references provided to substantiate experience indicated and stipulated the contract values for those previous projects.
<b>Score 80</b>	The Tenderer generally have ≥5 years of experience and have undertaken ≥5 projects of a similar nature. Sufficient references provided to substantiate experience indicated and stipulated the contract values for those previous projects.
<b>Score 100</b>	The Tenderer generally have ≥5 years of experience and have undertaken >7 projects of a similar nature. Sufficient references provided to substantiate experience indicated and stipulated the contract values for those previous projects.

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

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

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

Tenderer \_\_\_\_\_

## T2.2-13 Method Statement

### Note to tenderers:

A detailed technical method statement is required covering the design, installation, testing, integration & commissioning and sequence of all aspects of the works to enable the Employer to assess the impact of the Contractor’s methods with regard to constructability, practicality, quality, health, safety, risk and the environment.

As a minimum the detailed technical method statement should include:

- Method of Design: Tenderer should narratively demonstrate the approach to design (highlighting all tools, software and design processes to be followed), Quality Assurance /Quality Control (QA/QC), list all Contractor’s design deliverable documents and drawings, interfaces with other discipline including the client
- Method of supply, installation of all CCTV, Access control system, perimeter intruder detection, public address and situation management security system: Tenderer should narratively demonstrate the approach to pre-manufacturing activities and meetings, QA/QC (FAT), interfaces with other discipline including the client, acceptable manufacturing processes and systems up to final approved product. Demonstrate manufacturing process that show reduction of manufacturing time and increased productivity as well as installation process.
- Method of configuration, testing and commissioning and integration of the CCTV, access control, perimeter intruder detection, public address and situation management system: Tender should narratively demonstrate the approach to site establish, pre-installation activities and meetings, interfaces with other discipline including the client, installation logistics, site acceptance testing, commissioning procedures and handover.

The table below indicate the method of scoring that will be followed to evaluate the method statement submitted by the Tenderer:

<b>Score 0</b>	The tenderer has submitted no information or inadequate information to determine a score.
<b>Score 20</b>	The methodology/approach and work alignment to project schedule is poorly presented, generic and not tailored to address the specific project objectives and methodology.
<b>Score 40</b>	The methodology approach is generic and not tailored to address the specific project objectives and methodology. The methodology approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed, etc. is too generic.
<b>Score 60</b>	Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated employer’s requirements will be met.
<b>Score 80</b>	The methodology 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 design, supply, install, test integration, configuration and commissioning methodology approach to managing risk etc. is specifically tailored to the critical characteristics of the project.
<b>Score 100</b>	Besides meeting the “80” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The methodology approach details ways to improve the project outcomes and the quality of the outputs.

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

Signed	Date
_____	_____
Name	Position
_____	_____
Tenderer	
_____	

**T2.2-14: 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

**T2.2-15: Record of Addenda to Tender Documents**

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

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

Attach additional pages if more space is required.

### **T2.2-16 Letter/s of Good Standing with the Workmen’s Compensation Fund**

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

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

Name of Company/Members of Joint Venture:

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







## **T2.2-20: Capacity and Ability to meet Delivery Schedule**

### **Note to tenderers:**

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

A schedule detailing the following:

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

<b>Index of documentation attached to this schedule:</b>  ..... ..... ..... ..... ..... ..... ..... ..... ..... .....
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**T2.2-21: 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.

- 1. **SECTION 1: NAME OF ENTERPRISE:** \_\_\_\_\_
- 2. **SECTION 2: VAT REGISTRATION NUMBER, IF ANY:** \_\_\_\_\_
- 3. **SECTION 3: CIDB REGISTRATION NUMBER, IF ANY:** \_\_\_\_\_
- 4. **SECTION 4: CSD NUMBER:** \_\_\_\_\_
- 5. **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

**6. SECTION 6: PARTICULARS OF COMPANIES AND CLOSE CORPORATIONS**

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

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

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

<p><b>Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.</b></p>
<p><b>Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.</b></p>
<p><b>Section 9: The attached SBD8 must be completed for each tender and be attached as a requirement.</b></p>
<p><b>Section 10: The attached SBD9 must be completed for each tender and be attached as a requirement.</b></p>

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

**DECLARATION OF INTEREST****SBD 4**

1. Any legal person, including persons employed by the state<sup>4</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/ adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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<sup>4</sup>“State” means –

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity;
- b) provincial legislature;
- c) national Assembly or the national Council of provinces; or
- d) Parliament.

**SBD 4**

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: \_\_\_\_\_  
\_\_\_\_\_

2.2 Identity Number: \_\_\_\_\_

2.3 Position occupied in the Company (director, trustee, shareholder<sup>5</sup>): \_\_\_\_\_  
\_\_\_\_\_

2.4 Company Registration Number: \_\_\_\_\_

2.5 Tax Reference Number: \_\_\_\_\_

2.6 VAT Registration Number: \_\_\_\_\_

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 3 below.

2.7 Are you or any person connected with the bidder presently employed by the state?

**YES / NO**

2.7.1 If so, furnish the following particulars:

- Name of person / director / trustee / shareholder/ member:

\_\_\_\_\_

- Name of state institution at which you or the person connected to the bidder is employed:

\_\_\_\_\_

- Position occupied in the state institution:

\_\_\_\_\_

Any other particulars:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SBD 4**

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

**YES / NO**

<sup>5</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7.3 If yes, did you attached proof of such authority to the bid document?

**YES / NO**

Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.3.1 If no, furnish reasons for non-submission of such proof:

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2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

**YES / NO**

2.8.1 If so, furnish particulars:

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2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

2.8.2 If so, furnish particulars.

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2.9 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

**YES/NO**

2.9.1 If so, furnish particulars.

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2.10 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

**YES/NO**

2.10.1 If so, furnish particulars:

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**4 DECLARATION**

I, THE UNDERSIGNED (NAME) \_\_\_\_\_ CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder

**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM**

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution. Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 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.

**OR**

Either the 80/20 or 90/10 preference point system will apply. Preference points for this bid shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	<b>80/20</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>90/10</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

**2. DEFINITIONS**

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black

Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
  - i) the B-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.

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P<sub>s</sub> = Points scored for comparative price of bid under consideration
- P<sub>t</sub> = Comparative price of bid under consideration
- P<sub>min</sub> = Comparative price of lowest acceptable bid

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

4.1 preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

4.2

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18

3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>6</sup></b>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

- 4.4 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.5 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.6 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.7 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.8 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.

<sup>6</sup> In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contribution: . = .....(maximum of 10 or 20 points)

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

**7. SUB-CONTRACTING**

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....
- 8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
 .....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

WITNESSES 1. ....  2. ....
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..... SIGNATURE(S) OF BIDDERS(S)
DATE: .....
ADDRESS ..... .....

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>7</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:  
 .....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are

<sup>7</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:  
 .....  
 .....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>8</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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<sup>8</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

**I 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

## T2.2-22 NON-DISCLOSURE AGREEMENT

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

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

### TRANSNET SOC LTD

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

**and**

.....

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

.....

.....

### WHEREAS

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

### IT IS HEREBY AGREED

#### 1. INTERPRETATION

In this Agreement:

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

after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

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

## 2. CONFIDENTIAL INFORMATION

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

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

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

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

### **4. ANNOUNCEMENTS**

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

### **5. DURATION**

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

### **6. PRINCIPAL**

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

**7. ADEQUACY OF DAMAGES**

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

**8. PRIVACY AND DATA PROTECTION**

8.1 The Receiving Party undertakes to comply with South Africa’s general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

**9. GENERAL**

9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed	Date
.....	.....
Name	Position
.....	.....
Tenderer	
.....	

## T2.2-23: 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

## T2.2-24 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

---

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

**T2.2-25: RFP DECLARATION FORM**

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

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

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

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 **T2.2-27 "Service Provider Integrity Pact"**.

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

**IMPORTANT NOTICE TO TENDERERS**

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

## **T2.2-26: 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

## **T2.2-27 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 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.

## **OBJECTIVES**

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.

## **COMMITMENTS OF TRANSNET**

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

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.

Transnet will, during the registration and tendering process treat all Tenderers / Service Providers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers / Service Providers 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.

Transnet further confirms that its employees will not favour any prospective Tenderer 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.

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.

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

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.

The acceptance and giving of gifts may be permitted provided that:

- a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
- b) many low retail value gifts do not exceed R 1 000 within a 12 month period;
- c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
- d) a Tenderer / Service Provider does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
- e) a Tenderer / Service Provider does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
- f) a Tenderer / Service Provider may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any Tender evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and
- g) a Tenderer / Service Provider may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.

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.

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.

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 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.

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.

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 or detriment of Transnet or other competitors.

The Tenderer / Service Provider / Contractor shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.

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

## **INDEPENDENT TENDERING**

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.

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.

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.

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.

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.

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.

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.

## DISQUALIFICATION FROM TENDERING PROCESS

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 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 from its database, if already registered.

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.

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.

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

All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.

Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e. on the face of it) case has been established.

Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

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

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.

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.

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.

## PREVIOUS TRANSGRESSIONS

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.

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 Form contained in the applicable RFX document.)

## SANCTIONS FOR VIOLATIONS

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

## CONFLICTS OF INTEREST

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.

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.

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.

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.

## MONITORING

Transnet will be responsible for appointing an independent Monitor to:

- a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for less than R100,000.000 (one hundred million Rand) in value;
- b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for greater than R100,000.000 (one hundred million Rand) in value; and
- c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor, irrespective of value.

The Monitor will be subjected to Transnet's Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet's Service Provider Code of Conduct.

## EXAMINATION OF FINANCIAL RECORDS, DOCUMENTATION AND/OR ELECTRONIC DATA

For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:

- a) Examine the financial records, documentation and or electronic data of Tenderer / Service Provider / Contractor / Transnet. The Tenderer / Service Provider / Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

## DISPUTE RESOLUTION

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 0 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.

## GENERAL

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

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.

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.

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

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 a Tenderer by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

## T2.2-28: JOB-CREATION SCHEDULE

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

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

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

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

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

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

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

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

	Total number of Skilled jobs	Total number of Semi-skilled jobs	Total number of Unskilled jobs
Black men			
Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			
Other			

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

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

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

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## **T2.2-29 Agreement in terms of Protection of Personal Information Act, 4 of 2013 (“POPIA”)**

### **1. PREAMBLE AND INTRODUCTION**

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

### **2. PROTECTION OF PERSONAL INFORMATION**

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

process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.

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

to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .

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

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

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

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

**3. SOLE AGREEMENT**

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

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

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

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

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

**Name of Contractor:**

(Operator)

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

AS WITNESSES:

- 1. Name: \_\_\_\_\_ Signature: \_\_\_\_\_
- 2. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

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

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

<b>Insurance against (See clause 84.2 of the ECC)</b>	<b>Name of Insurance Company</b>	<b>Cover</b>	<b>Premium</b>
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.			

Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

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

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

Name of Guarantor  
(Bank/Insurer)

.....

Address

.....

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

Signed

.....

Name

.....

Capacity

On behalf of (name of tenderer)

Date

**Confirmed by Guarantor's Authorised Representative**

Signature(s)

Name (print)

Capacity

On behalf of Guarantor  
(Bank/insurer)

Date

**T2.2-32: Forecast Rate of Invoicing**

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

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

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## T2.2-33: Three (3) Years Audited Financial Statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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

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## T2.2-34 SUPPLIER DECLARATION FORM

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

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

### General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

4. **The supplier to furnish proof to the procurement department as required in the Fourth Schedule of the Income Tax Act. 58 of 1962** whether a supplier of service is to be classified as an "employee", "personal service provider" or "labour broker". Failure to do so will result in the supplier being subject to employee's tax.
5. **No payments can be made to a vendor until the** vendor has been registered / updated, and no vendor can be registered / updated until the vendor application form, together with its supporting documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.

6. It is in line with PPPFA Regulations, only valid B-BBEE status level certificate issued by an unauthorised body or person OR a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice, OR any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
  
7. The B-BBEE Commission advises entities and organs of state to reject B-BBEE certificates that have been issued by verification agencies or professionals who are not accredited by South African National Accreditation Systems ("SANAS) as such B-BBEE certificates are invalid for lack of authority and mandate to issue them. A list of SANAS Accredited agencies is available on the SANAS website at [www.sanas.co.za](http://www.sanas.co.za).
  
8. Presenting banking details. Please note: Banks have decided to enable the customers and provide the ability for customers to generate Account Confirmation/Bank Account letters via their online platform; this is a digital approach to the authentication of banking details.

## SUPPLIER DECLARATION FORM

### Supplier Declaration Form

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

CSD Number (MAAA xxxxxxx):

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

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

Your Current Company's VAT Registration Status
--

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

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

Company Physical Address		Code	
Company Postal Address		Code	
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			

Company Contact Person Name	
Designation	
Telephone	
Email	

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

Most recent Financial Year's Annual Turnover	<R10Million <b>EME</b>	>R10Million <R50Million <b>QSE</b>	>R50Million <b>Large Enterprise</b>
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Does your company have a valid proof of B-BBEE status?	Yes		No						
Please indicate your Broad Based BEE status (Level 1 to 9)	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>

Majority Race of Ownership							
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership	
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans			

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

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

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

contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).	
<b>DEVELOPMENT PLAN DOCUMENT</b>  Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.	YES <input type="radio"/> NO <input type="radio"/>  *If Yes- Attach supporting documents
<b>ENTERPRISE DEVELOPMENT BENEFICIARY</b>  A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES <input type="radio"/> NO <input type="radio"/>
<b>SUPPLIER DEVELOPMENT BENEFICIARY</b>  A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES <input type="radio"/> NO <input type="radio"/>
<b>GRADUATION FROM ED TO SD BENEFICIARY</b>  When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES <input type="radio"/> NO <input type="radio"/>
<b>ENTERPRISE DEVELOPMENT RECIPIENT</b>  A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	YES <input type="radio"/> NO <input type="radio"/>

<b>By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct</b>			
Name and Surname		Designation	
Signature		Date	



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**APPENDIX B**

Affidavit or Solemn Declaration as to VAT registration status

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**Affidavit or Solemn Declaration**

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

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

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

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

**Commissioner of Oaths**

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

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

\_\_\_\_\_

Commissioner of Oaths

## APPENDIX C

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

I, the undersigned,

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

Hereby declare under oath as follows:

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

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

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

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,



- Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%

- Based on the Financial Statements/Management Accounts and other information available on

the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between

R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

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

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

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

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

**Deponent Signature** .....

**Date** .....

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

Signature & stamp

## APPENDIX D

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

I, the undersigned,

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

Hereby declare under oath as follows:

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

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

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

3. I hereby declare under Oath that:

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

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

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

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

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

**Deponent Signature**.....

**Date** .....

---

**Commissioner of Oaths**

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

**T2.2-35 List of Subcontractors. See attached**

## 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 public address, access control and CCTV systems in the tank farm at the Port of Ngqura

The tenderer, identified in the Offer signature block, has

<i>either</i>	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.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

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

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

Signature(s)

Name(s)

Capacity

**For the tenderer:**

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the

Employer

**Transnet SOC Ltd**  
**Transnet National Ports Authority**  
**N2 Neptune Road,**  
**Entrance Foyer, TNPA Admin Building (Emendi Building)**  
**Port Of Ngqura**

*(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 .....  
of .....  
*(Insert name and address of organisation)*

.....  
**Transnet SOC Ltd**  
**Transnet National Ports Authority**  
**N2 Neptune Road,**  
**Entrance Foyer, TNPA Admin Building**  
**(Emendi Building)**  
**Port Of Ngqura**  
.....

Name & signature of witness .....

Date .....

## C1.2 Contract Data

### PART ONE - DATA PROVIDED BY THE *EMPLOYER*

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

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	Address	Registered address: <b>Transnet SOC Ltd Transnet National Ports Authority N2 Neptune Road, Entrance Foyer, TNPA Admin Building (Emendi Building)Port Of Ngqura</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet SOC Ltd Transnet National Ports Authority N2 Neptune Road, Entrance Foyer, TNPA Admin Building (Emendi Building)Port Of Ngqura</b>
10.1	The <i>Project Manager</i> is: (Name)	<b>Lungelo Mkhungo</b>
	Address	<b>Transnet SOC Ltd Transnet National Ports Authority N2 Neptune Road, Entrance Foyer, TNPA Admin Building (Emendi Building) Port Of Ngqura</b>
	Tel	<b>063 691 3344</b>
	e-mail	<a href="mailto:Lungelo.Mkhungo@transnet.net"><b>Lungelo.Mkhungo@transnet.net</b></a>
10.1	The <i>Supervisor</i> is: (Name)	<b>Yandisa Siralarala</b>
	Address	<b>Transnet SOC Ltd Transnet National Ports Authority N2 Neptune Road, Entrance Foyer, TNPA Admin Building (Emendi Building) Port Of Ngqura</b>
	Tel No.	<b>060 569 4491</b>
	e-mail	<a href="mailto:Yandisa.Siralalara@transnet.net"><b>Yandisa.Siralalara@transnet.net</b></a>
11.2(13)	The <i>works</i> are	<b>Provision of public address, access control and CCTV systems in the tank farm at the Port of Ngqura</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Working in an operational area Integration of existing and new systems</b>

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11.2(15)	The <i>boundaries of the site</i> are	<b>As stated in Part C4.1."Description of the Site and it surroundings"</b>	
11.2(16)	The Site Information is in	<b>Part C4</b>	
11.2(19)	The Works Information is in	<b>Part C3</b>	
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>	
13.1	The <i>language of this contract</i> is	<b>English</b>	
13.3	The <i>period for reply</i> is	<b>2 weeks</b>	
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>	
<b>3</b>	<b>Time</b>		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>31 May 2023</b>	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<b>Condition to be met</b>	<b>key date</b>
		<b>1</b>	
		<b>2</b>	
		<b>3</b>	
30.1	The <i>access dates</i> are	<b>Part of the Site</b>	<b>Date</b>
		<b>1</b>	
		<b>2</b>	
		<b>3</b>	
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>2 weeks of the Contract Date.</b>	
31.2	The <i>starting date</i> is	<b>10 October 2022</b>	

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32.2 The *Contractor* submits revised programmes at intervals no **2 weeks** longer than

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35.1 The *Employer* is not willing to **No** take over the *works* before the Completion Date.

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#### **4 Testing and Defects**

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

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43.2 The *defect correction period* is **2 weeks**

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#### **5 Payment**

50.1 The *assessment interval* is **18<sup>th</sup> (Eighteen) day of each successive monthly on the month.**

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

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

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

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#### **6 Compensation events**

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

**the number of days with rainfall more than 10 mm**

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

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

**and these measurements:**

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:

**Port Elizabeth**

and which are available from:

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

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

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

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

The *Contractor* provides these additional Insurances

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

- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
- 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000/R10 000 000.**

- 5 Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement**
- 6 Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000**
- 7 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.**

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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:	<b>Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract</b>
<b>9</b>	<b>Termination</b>	<b>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with Activity Schedule</b>	<b>No additional data is required for this Option.</b>
60.6	The <i>method of measurement</i> is	<b>The Activity Schedule has been measured in accordance with SANS 1200 unless indicated otherwise.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is:	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>  <b>the Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>

The place where arbitration is to be held is **Port Elizabeth, Gqeberha, South Africa**

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or **The Chairman of the Association of Arbitrators (Southern Africa)**
- if the arbitration procedure does not state who selects an arbitrator, is

**12 Data for secondary Option clauses**

<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X7</b>	<b>Delay damages</b>	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	<b>R 50 000.00 per day</b>
<b>X13</b>	<b>Performance bond</b>	
X13.1	The amount of the performance bond is	<b>5% of the total of the Prices</b>
<b>X16</b>	<b>Retention</b>	
X16.1	The retention free amount is	<b>Nil</b>
	The retention percentage is	<b>10% on all payments certified.</b>
<b>X18</b>	<b>Limitation of liability</b>	

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

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

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**Z.1**      **Obligations in respect of Subcontracting**

- Z1.1**      **It will be a material term of this contract that the *Contractor* must subcontract a minimum of 30% of the value of the contract.**

- Z1.2** The *Contractor's* Subcontracting percentage as detailed in the tender submission Returnable T2.2-02 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the *Contractor* has failed in full to meet the material term of the contract, which may constitute a reason for termination.
- Z1.3** The *Contractor* shall report to the *Employer* on a monthly basis during the term of the Contract, the amounts spent on each sub-contractor.
- Z1.4** Insert addition to Clause 26.2. The *Contractor* may not replace any sub-contractor without acceptance of the *Project Manager*. The *Project Manager* shall before acceptance of a replacement by the *Contractor* of any sub-contractor as detailed in the tender submission Returnable T2.2-02 obtain representations or input from the initial sub-contractor to make an informed decision as to the proposed replacement. The sub-contracting arrangement/contract remains between the *Contractor* and sub-contractor.

**Z1.5**

The *Contractor* shall provide to the *Employer*, upon receiving an instruction to do so, any documentation and/or evidence required by the *Employer*, which in the *Employer's* opinion would be necessary to verify whether the *Contractor* has maintained the subcontracting percentage. The *Contractor* shall provide the said documentation and/or evidence within the period stated in the instruction. The provision of the documentation and/or evidence shall not constitute a compensation event.

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**Z2**      **Local Production and Content Obligations**

**Z2.1**

In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.2-03 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content, the *Contractor* has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors: 1 Electrical Cable Products: 90%; 2 Steel Products and Component for Construction: 100%; and 3 Steel Lattice Towers and Masts: 100%

**Z2.2**

The *Contractor* is required to note that the *Employer*, 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 Production and Content requirements as prescribed in Regulation 8 of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act no. 5 of 2000.

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**Z2.3**

The *Contractor* is required to continuously update Declarations C, D and E of the Local Production and Content Declaration commitments with the actual local content values for the duration of the contract.

The *Contractor* shall report to the *Employer* on a monthly basis during the term of the Contract, the amounts spend on Local Production and Content for the designated sectors for the duration of the contract.

**Z2.4**

The *Contractor* must refer to Schedule A attached to the Returnable Schedule T2.2-03 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.

**Z2.5**

Breach of Local Production and Content commitments provides the *Employer* cause to terminate the contract.

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**Z3**      **Obligations in respect of Job  
Creation**

**Z3.1**      **It will be a material term of this contract that the *Contractor* must contribute to the *Employer's* job-creation objectives as set out in Returnable Schedule T2.2-28**

**Z3.2**      **The *Contractor's* undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.2-28 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the *Contractor* has failed in full to meet this specific material term of the contract, which may constitute a reason for termination..**

**Z3.3**      **The *Contractor* shall provide to the *Employer*, on a monthly basis or upon receiving an instruction to do so by the *Project Manager*, any documentation and/or evidence required by the *Employer*, which in the *Employer's* opinion would be necessary to verify whether the *Contractor* has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2-28 The *Contractor* shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.**

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**Z4 Additional clause relating to  
Performance Bonds and/or  
Guarantees**

**Z4.1**

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

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**Z5 Additional clauses relating to  
Joint Venture**

**Z5.1 Insert the additional core clause 27.5**

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

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

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

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

**Z5.2**

**Insert additional core clause 27.6**

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

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**Z6 Additional obligations in respect of Termination**

**Z6.1**

**The following will be included under core clause 91.1:**

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

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

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

**Z6.2 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"**

**Z6.3**

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

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**Z7 Right Reserved by the *Employer* to Conduct Vetting through SSA**

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**Z7.1**

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

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

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**Z8 Additional Clause Relating to Collusion in the Construction Industry**

**Z8.1**

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

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**Z9 Protection of Personal Information Act**

**Z9.1** The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

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## C1.2 Contract Data

### PART TWO - DATA PROVIDED BY THE *CONTRACTOR*

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

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

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

		<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .</b>		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
<b>A</b>	<b>Priced contract with activity schedule</b>			
11.2(20)	The <i>activity schedule</i> is in			
11.2(30)	The tendered total of the Prices is	<b>(in figures)</b> <b>(in words), excluding VAT</b>		
	<b>Data for Schedules of Cost Components</b>	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>		
<b>A</b>	<b>Priced contract with activity schedule</b>	<b>Data for the Shorter Schedule of Cost Components</b>		
41 in SSCC	The percentage for people overheads is:	<b>%</b>		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	<b>% (state plus or minus)</b>		
22 in SSCC	The rates of other Equipment are:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	<b>Category of employee</b>		<b>Hourly rate</b>

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



## C1.3 Forms of Securities

### **PRO FORMA PERFORMANCE GUARANTEE**

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

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

Option X13: Performance bond

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

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

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

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

## PRO-FORMA PERFORMANCE BOND (FOR USE WITH OPTION X13)

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

TRANSNET SOC LTD

TRANSNET NATIONAL PORTS AUTHORITY

Date:

N2 NEPTUNE ROAD,

ENTRANCE FOYER, TNPA ADMIN BUILDING (EMENDI  
BUILDING)

Port Of Ngqura

Dear Sirs,

### Performance Bond for Contract No. TNPA/2022/06/0559/6121/RFP

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

**Transnet SOC Limited, Registration No. 1990/000900/30**

(the *Employer*) and

**{Insert registered name and address of the *Contractor*}**

(the *Contractor*), for

**Design Development, Procurement, Construction and Commissioning Of  
Robinson Dry Dock Dewatering System Upgrade Project in the Port of  
Cape Town**

(the *works*).

I/We the undersigned

on behalf of the  
Guarantor

of physical address

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

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

3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.
4. This bond will lapse on the earlier of
  - the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
  - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:  
  
(say)  
  
\_\_\_\_\_  
  
R \_\_\_\_\_
8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 201\_

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

## PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	
C2.2	Activity Schedule	

## C2.1 Pricing Instructions: Option A

### 1. The *conditions of contract*

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

Clause 11 in NEC3 Engineering and Construction Contract, June 2005, (with amendments June 2006 and April 2013) (ECC) Option A states:

**Identified 11  
and  
defined  
terms**

11.2 (20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.

(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.

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

- each group of completed activities and
- each completed activity which is not in a group

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

#### 1.2. Measurement and Payment

1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date.

1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.

1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity Schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identified for specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.

1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is to sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.

1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.

- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

The Tenderer details his Activity Schedule below or makes reference to his Activity Schedule and attaches it to this schedule.

The details given below serve as guidelines only and the Tenderer may split or combine the activities to suit his particular method.





<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
	<b><u>SECTION SUMMARY</u></b>				
	<b><u>ACTIVITY SCHEDULE NO. 1: ACCESS CONTROL SYSTEM (ACS)</u></b>				
1.1	DETAILED DESIGN FOR ACCESS CONTROL SYSTEM				
1.2	SUPPLY AND INSTALL ACCESS CONTROL SYSTEM AT BERTH B100 AREA				
1.3	SUPPLY AND INSTALL ACCESS CONTROL SYSTEM FOR SUBSTATION AREA				
1.4	SUPPLY AND INSTALL ACCESS CONTROL SYSTEM FOR ENTRANCE PLAZA AREA				
1.5	TRAINING FOR ENTIRE ACCESS CONTROL SYSTEM				
	<b><u>ACTIVITY SCHEDULE NO. 2: CCTV SYSTEM</u></b>				
2.1	DETAILED DESIGN FOR CCTV SYSTEM				
2.2	SUPPLY AND INSTALL CCTV SYSTEM FOR BERTH B100 AREA				
2.3	SUPPLY AND INSTALL CCTV SYSTEM FOR SUBSTATION AREA				
2.4	SUPPLY AND INSTALL CCTV SYSTEM FOR ENTRANCE PLAZA AREA				
2.5	SUPPLY AND INSTALL CCTV SYSTEM FOR ACCESS ROADS				
2.6	SUPPLY AND INSTALL CCTV FOR PERIMETER FENCE AREA				
2.7	TRAINING FOR ENTIRE CCTV SYSTEM				
	<b><u>ACTIVITY SCHEDULE NO. 3: PERIMETER INTRUDER DETECTION SYSTEM</u></b>				
3.1	PIDS DETAILED DESIGN				
3.2	SUPPLY AND INSTALL INTRUDER DETECTION SYSTEM AT PERIMETER FENCE				
3.3	SUPPLY AND INSTALL INTRUDER DETECTION SERVER AND MONITORING AT EMENDI BUILDING				
3.4	PIDS COMMISSIONING & HANDOVER				



<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
	<u>ACTIVITY SCHEDULE NO. 4: SITUATION MANAGEMENT</u>				
4.1	SITUATION MANAGEMENT SYSTEM DETAILED DESIGN				
4.2	SUPPLY AND INSTALL SITUATION MANAGEMENT SERVER AND MONITORING AT EMENDI BUILDING				
4.3	SM COMMISSIONING & HANDOVER				
	<u>ACTIVITY SCHEDULE NO. 5: PUBLIC ADDRESS SYSTEM (PAS)</u>				
5.1	PUBLIC ADDRESS SYSTEM (PAS) DETAILED DESIGN				
5.2	SUPPLY AND INSTALL PUBLIC ADDRESS SYSTEM				
5.3	COMMISSIONING & HANDOVER				
	<b>Grand Total</b>				



<u>Activity No</u>	<u>Activity Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
	<b>ACTIVITY SCHEDULE NO. 1: ACCESS CONTROL SYSTEM (ACS)</b>				
1.1	<b>DETAILED DESIGN FOR ACCESS CONTROL SYSTEM</b>				
1.1.1	<b>Development of further detailed design documents and methods statements as per the works information for the Access Control System in the following areas.</b>				
1.1.1.1	Berth B100 area	Sum	1		
1.1.1.2	Substation area	Sum	1		
1.1.1.3	Entrance plaza area	Sum	1		
	<b>Carried to Collections</b>				



<u>Activity No</u>	<u>Activity Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
1.2	<b>SUPPLY AND INSTALL ACCESS CONTROL SYSTEM AT BERTH B100 AREA</b>				
1.2.1	<b><u>SUB-AREA: ENTRANCE GATE AND GUARD HOUSE</u></b>				
1.2.1.1	Supply, install and terminate boom gates complete with cabling, power and accessories etc.	Sum	1		
1.2.1.2	Supply, install and terminate boom gate access control complete with goosenecks, readers, door controller, cabling and accessories etc.	Sum	1		
1.2.1.3	Supply, install and terminate gate and guard house intercom units complete with cabling and accessories etc.	Sum	1		
1.2.2	<b><u>SUB-AREA: CONTROL BUILDING</u></b>				
1.2.2.1	Supply, install and terminate access control system complete with controllers, door devices, cabling and accessories etc.	Sum	1		
1.2.2.2	Supply, install and terminate control room intercom unit complete with cabling and accessories etc.	Sum	1		
1.2.3	<b><u>SUB-AREA: PUMP STATION</u></b>				
1.2.3.1	Supply, install and terminate access control system complete with controllers, door devices, cabling and accessories etc.	Sum	1		
1.2.4	<b><u>SUB-AREA: ELECTRICAL BUILDING</u></b>				
1.2.4.1	Supply, install and terminate access control system complete with controllers, door devices, cabling and accessories etc.	Sum	1		
1.2.5	<b><u>BERTH B100 ACCESS CONTROL SYSTEM COMMISSIONING &amp; HANDOVER</u></b>				
1.2.5.1	<b>Provide Software and configure, intergrade to existing system and commission access control system for the following areas</b>				
1.2.5.1.1	Entrance Gate and Guard House	Sum	1		
1.2.5.1.2	Control Building	Sum	1		
1.2.5.1.3	Pump Station	Sum	1		
1.2.5.1.4	Electrical Building	Sum	1		
1.2.5.2	<b>Prepare and provide handover documentation for all above areas</b>	Sum	1		
	<b>Carried to Collections</b>				



<u>Activity No</u>	<u>Activity Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
1.3	<b>SUPPLY AND INSTALL ACCESS CONTROL SYSTEM FOR SUBSTATION AREA</b>				
1.3.1	<b><u>SUB-AREA: SUBSTATION</u></b>				
1.3.1.1	Supply, install and terminate access control system complete with controllers, door devices, cabling and accessories etc.	Sum	1		
1.3.2	<b><u>SUBSTATION ACCESS CONTROL SYSTEM COMMISSIONING &amp; HANDOVER</u></b>				
1.3.2.1	Provide Software and configure, integrate to existing system and commission access control system for the Substation	Sum	1		
1.3.2.2	Prepare and provide handover documentation for all above areas	Sum	1		
	<b>Carried to Collections</b>				



<u>Activity No</u>	<u>Activity Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
1.4	<b>SUPPLY AND INSTALL ACCESS CONTROL SYSTEM FOR ENTRANCE PLAZA AREA</b>				
1.4.1	<b><u>SUB-AREA: LANES &amp; SURROUNDING</u></b>				
1.4.1.1	Supply, install and terminate boom gates with spikes complete with chasing and cutting concrete to accommodate spikes, drainage pipes, induction loop, traffic lights, cabling, power and accessories etc.	Sum	1		
1.4.1.2	Supply, install and terminate half height turnstiles complete with cabling, power and accessories etc.	Sum	1		
1.4.1.3	Supply, install and terminate full height turnstiles complete with cabling, power and accessories etc.	Sum	1		
1.4.1.4	Supply, install and terminate access control system devices for turnstiles and boom gates complete with controllers, cabling and end devices and accessories etc.	Sum	1		
1.4.1.5	Manufacture, supply and install guardrails complete around turnstiles as per design including all accessories etc.	Sum	1		
1.4.1.6	Install clearVu fence complete including all accessories etc.	Sum	1		
1.4.2	<b><u>SUB-AREA: MAIN ENTRANCE BUILDING</u></b>				
1.4.2.1	Supply, install and terminate access control system complete with controllers, door devices, cabling and accessories etc.	Sum	1		
1.4.2.2	Supply and install access control server equipment complete with cabling and mounting accessories in the server room	Sum	1		
1.4.3	<b><u>SUB-AREA: HEALTH &amp; SAFETY/SECURITY BUILDING</u></b>				
1.4.3.1	Supply, install and terminate access control system complete with controllers, door devices, cabling and accessories etc.	Sum	1		
1.4.4	<b><u>ENTRANCE PLAZA AREA ACCESS CONTROL SYSTEM COMMISSIONING &amp; HANDOVER</u></b>				
1.4.4.1	Provide Software and configure, integrate to other and existing system and commission access control system at Entrance Plaza and Emendi Building	Sum	1		
1.4.4.2	Prepare and provide handover documentation for all above areas	Sum	1		
	<b>Carried to Collections</b>				



<u>Activity No</u>	<u>Activity Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
1.5	<b>TRAINING FOR ENTIRE ACCESS CONTROL SYSTEM</b>				
1.5.1	<b>Provide detailed user training and manuals for the following areas</b>				
1.5.1.1	Berth B100 area	Sum	1		
1.5.1.2	Substation area	Sum	1		
1.5.1.3	Entrance plaza area	Sum	1		
1.5.2	<b>Provide detailed maintenance training and manuals for all above areas</b>	Sum	1		
	<b>Carried to Collections</b>				



<u>Activity No</u>	<u>Activity Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
	<b><u>COLLECTIONS</u></b>				
	<b><u>ACTIVITY SCHEDULE NO. 1: ACCESS CONTROL SYSTEM (ACS)</u></b>				
1.1	DETAILED DESIGN FOR ACCESS CONTROL SYSTEM				
1.2	SUPPLY AND INSTALL ACCESS CONTROL SYSTEM AT BERTH B100 AREA				
1.3	SUPPLY AND INSTALL ACCESS CONTROL SYSTEM FOR SUBSTATION AREA				
1.4	SUPPLY AND INSTALL ACCESS CONTROL SYSTEM FOR ENTRANCE PLAZA AREA				
1.5	TRAINING FOR ENTIRE ACCESS CONTROL SYSTEM				
	<b>Total Collections Carried to Section Summary</b>				

<u>Activity No</u>	<u>Activity Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
	<b>ACTIVITY SCHEDULE NO. 2: CCTV SYSTEM</b>				
2.1	<b>DETAILED DESIGN FOR CCTV SYSTEM</b>				
2.1.1	<b>Development of further detailed design documents and methods statements as per the works information for the CCTV System in the following areas.</b>				
2.1.1.1	Berth B100 area	sum	1		
2.1.1.2	Substation area	sum	1		
2.1.1.3	Entrance plaza area	sum	1		
2.1.1.4	Access roads	sum	1		
2.1.1.5	Perimeter Fence	sum	1		
	<b>Carried to Collections</b>				



<u>Activity No</u>	<u>Activity Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
2.2	<b>SUPPLY AND INSTALL CCTV SYSTEM FOR BERTH B100 AREA</b>				
2.2.1	<b><u>SUB-AREA: ENTRANCE GATE AND SORROUNDINGS</u></b>				
2.2.1.1	Supply and install camera poles/masts complete with cable management system, earthing and accessories etc.	Sum	1		
2.2.1.2	Supply, install and terminate CCTV system equipment complete with mounting brackets, power, cabling and accessories etc. for the following types of cameras				
2.2.1.2.1	Fixed bullet IR Cameras	Sum	1		
2.2.1.2.2	Fixed bullet Cameras	Sum	1		
2.2.1.2.3	PTZ Cameras incl. Exp-Proof housing	Sum	1		
2.2.1.2.4	PTZ Dual thermal/visible Cameras	Sum	1		
2.2.1.2.5	PTZ Cameras	Sum	1		
2.2.2	<b><u>SUB-AREA: CONTROL BUILDING</u></b>				
2.2.2.1	Supply, install and terminate CCTV system equipment complete with mounting brackets, power, cabling and accessories etc. for the following types of cameras				
2.2.2.1.1	Indoor Dome Camera	Sum	1		
2.2.2.1.2	Fixed bullet Camera	Sum	1		
2.2.2.2	Supply and install monitoring and control equipment in the control room complete with cabling, workstation, screens, keyboards, mouse, camera joystick and accessories etc.	Sum	1		
2.2.3	<b><u>SUB-AREA: ELECTRICAL BUILDING</u></b>				
2.2.3.1	Supply, install and terminate CCTV system equipment complete with mounting brackets, power, cabling and accessories etc. for the following types of cameras				
2.2.3.1.1	Fixed bullet IR Camera	Sum	1		
2.2.4	<b><u>SUB-AREA: PUMP STATION</u></b>				
2.2.4.1	Supply, install and terminate CCTV system equipment complete with mounting brackets, power, cabling and accessories etc. for the following types of cameras				
2.2.4.1.1	Fixed bullet Camera	Sum	1		
	<b>Carried to Collections</b>				



<u>Activity No</u>	<u>Activity Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
2.2.5	<b><u>BERTH B100 CCTV SYSTEM COMMISSIONING &amp; HANDOVER</u></b>				
2.2.5.1	Provide Software and configure, integrate to existing system and commission CCTV system at B100 and Emendi Building	Sum	1		
2.2.5.2	Prepare and provide handover documentation for Berth B100	Sum	1		
<b>Carried to Collections</b>					

<u>Activity No</u>	<u>Activity Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
2.3	<b>SUPPLY AND INSTALL CCTV SYSTEM FOR SUBSTATION AREA</b>				
2.3.1	<b><u>SUB-AREA: SUBSTATION PERIMETER</u></b>				
2.3.1.1	Supply and install camera poles/masts complete with cable management system, earthing and accessories etc.	Sum	1		
2.3.1.2	Supply, install and terminate CCTV system equipment complete with mounting brackets, power, cabling and accessories etc. for the following types of cameras				
2.3.1.2.1	Fixed bullet Camera	Sum	1		
2.3.1.2.2	PTZ Camera	Sum	1		
2.3.2	<b><u>SUB-AREA: SUBSTATION BUILDING</u></b>				
2.3.2.1	Supply, install and terminate CCTV system equipment complete with mounting brackets, power, cabling and accessories etc. for the following types of cameras				
2.3.2.1.1	Fixed bullet Camera	Sum	1		
2.3.3	<b><u>SUBSTATION AREA CCTV SYSTEM COMMISSIONING &amp; HANDOVER</u></b>				
2.3.3.1	Provide Software and configure, integrate to existing system and commission CCTV system	sum	1		
2.3.3.2	Prepare and provide handover documentation for Substation area	Sum	1		
	<b>Carried to Collections</b>				



<u>Activity No</u>	<u>Activity Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
2.4	<b>SUPPLY AND INSTALL CCTV SYSTEM FOR ENTRANCE PLAZA AREA</b>				
2.4.1	<b><u>SUB-AREA: ENTRANCE AND SORROUNDINGS</u></b>				
2.4.1.1	Supply and install camera poles/masts complete with cable management system, earthing and accessories etc.	Sum	1		
2.4.1.2	Supply, install and terminate CCTV system equipment complete with mounting brackets, power, cabling and accessories etc. for the following types of cameras				
2.4.1.2.1	Fixed bullet IR Camera	Sum	1		
2.4.1.2.2	IP Licence Plate Recognition Camera	Sum	1		
2.4.1.2.3	PTZ Camera	Sum	1		
2.4.2	<b><u>SUB-AREA: MAIN ENTRANCE BUILDING</u></b>				
2.4.2.1	Supply, install and terminate CCTV system equipment complete with mounting brackets, power, cabling and accessories etc. for the following types of cameras				
2.4.2.1.1	Indoor Dome Camera	Sum	1		
2.4.2.1.2	Fixed bullet Camera	Sum	1		
2.4.2.2	Supply and install NVR server equipment complete with cabling and mounting accessories in the server room	Sum	1		
2.4.2.3	Supply and install Rackmount KVM console for the ACS and CCTV servers complete with cabling and mounting accessories in the server room	Sum	1		
2.4.2.4	Supply and install monitoring and control equipment in the supervisor's office complete with cabling, workstation, screens, keyboards, mouse and accessories etc.	Sum	1		
2.4.2.5	Supply and install monitoring and control equipment at the reception desk complete with cabling, workstation, screens, keyboards, mouse and accessories etc.	Sum	1		
2.4.3	<b><u>SUB-AREA: HEALTH AND SAFETY BUILDING</u></b>				
2.4.3.1	Supply, install and terminate CCTV system equipment complete with mounting brackets, power, cabling and accessories etc. for the following types of cameras				
2.4.3.1.1	Fixed bullet Camera	Sum	1		
2.4.4	<b><u>ENTRANCE PLAZA CCTV SYSTEM COMMISSIONING &amp; HANDOVER</u></b>				
2.4.4.1	Provide Software and configure, integrate to existing system and commission CCTV system	sum	1		
2.4.4.2	Prepare and provide handover documentation for Entrance Plaza area	sum	1		
	<b>Carried to Collections</b>				

<u>Activity No</u>	<u>Activity Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
2.5	<b>SUPPLY AND INSTALL CCTV SYSTEM FOR ACCESS ROADS</b>				
2.5.1	<b><u>SUB-AREA: ACCESS ROADS</u></b>				
2.5.1.1	Supply and install camera poles/masts complete with cable management system, earthing and accessories etc.	Sum	1		
2.5.1.2	Supply, install and terminate ICT, CCTV and PIDS equipment panel (junction box) complete with plinth, cabling, cable management, power and accessories etc.	Sum	1		
2.5.1.3	<b>Supply, install and terminate CCTV system equipment complete with mounting brackets, power, cabling and accessories etc. for the following types of cameras</b>				
2.5.1.3.1	PTZ Camera	Sum	1		
2.5.2	<b><u>ACCESS ROADS CCTV SYSTEM COMMISSIONING &amp; HANDOVER</u></b>				
2.5.2.1	Provide Software and configure, integrate to existing system and commission CCTV system	sum	1		
2.5.2.2	Prepare and provide handover documentation for Access Roads area	Sum	1		
<b>Carried to Collections</b>					



<u>Activity No</u>	<u>Activity Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
2.6	<b>SUPPLY AND INSTALL CCTV FOR PERIMETER FENCE AREA</b>				
2.6.1	<b><u>SUB-AREA: PERIMETER FENCE</u></b>				
2.6.1.1	Supply and install camera poles/masts complete with cable management system, earthing and accessories etc.	Sum	1		
2.6.1.2	Supply, install and terminate ICT, CCTV and PIDS equipment panel (junction box) complete with plinth, cabling, cable management, power and accessories etc.	Sum	1		
2.6.1.3	Supply, install and terminate CCTV system equipment complete with mounting brackets, power, cabling and accessories etc. for the following types of cameras				
2.6.1.3.1	PTZ Camera	Sum	1		
2.6.1.3.2	PTZ Dual thermal/ visible Camera	Sum	1		
2.6.1.3.3	Fixed IP Thermal Camera	Sum	1		
2.6.2	<b><u>PERIMETER FENCE CCTV SYSTEM COMMISSIONING &amp; HANDOVER</u></b>				
2.6.2.1	Provide Software and configure, integrate to existing system and commission CCTV system	sum	1		
2.6.2.2	Prepare and provide handover documentation for Perimeter Fence	sum	1		
2.7	<b>TRAINING FOR ENTIRE CCTV SYSTEM</b>				
2.7.1	<b>Provide detailed user training and manuals for the</b>				
2.7.1.1	Berth B100 area	sum	1		
2.7.1.2	Substation area	sum	1		
2.7.1.3	Entrance plaza area	sum	1		
2.7.1.4	Access roads	sum	1		
2.7.1.5	Perimeter Fence	sum	1		
2.7.2	<b>Provide detailed maintenance training and manuals for all above areas</b>	sum	1		
	<b>Carried to Collections</b>				



<u>Activity No</u>	<u>Activity Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
	<b><u>COLLECTIONS</u></b>				
	<b><u>ACTIVITY SCHEDULE NO. 2: CCTV SYSTEM</u></b>				
2.1	DETAILED DESIGN FOR CCTV SYSTEM				
2.2	SUPPLY AND INSTALL CCTV SYSTEM FOR BERTH B100 AREA				
2.3	SUPPLY AND INSTALL CCTV SYSTEM FOR SUBSTATION AREA				
2.4	SUPPLY AND INSTALL CCTV SYSTEM FOR ENTRANCE PLAZA AREA				
2.5	SUPPLY AND INSTALL CCTV SYSTEM FOR ACCESS ROADS				
2.6	SUPPLY AND INSTALL CCTV FOR PERIMETER FENCE AREA				
2.7	TRAINING FOR ENTIRE CCTV SYSTEM				
	<b>Total Collections Carried to Section Summary</b>				



<u>Activity No</u>	<u>Activity Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
	<b>ACTIVITY SCHEDULE NO. 3: PERIMETER INTRUDER DETECTION SYSTEM</b>				
3.1	<b><u>PIDS DETAILED DESIGN</u></b>				
3.1.1	Development of further detailed design documents and methods statements as per the works information for PIDS in the following areas.				
3.1.1.1	Perimeter Fence	Sum	1		
3.2	<b><u>SUPPLY AND INSTALL INTRUDER DETECTION SYSTEM AT PERIMETER FENCE</u></b>				
3.2.1	Supply, install and terminate intruder detection system complete with cabling, power, sensors, cable management, sensor controllers and associated accessories etc.				
3.2.1.1	Cabling, cable management and accessories etc.	Sum	1		
3.2.1.2	Sensors, sensor controllers, power and associated accessories etc.	Sum	1		
3.3	<b><u>SUPPLY AND INSTALL INTRUDER DETECTION SERVER AND MONITORING AT EMENDI BUILDING</u></b>				
3.3.1	Supply and install Rackmount KVM console for PIDS and SM server complete with cabling and mounting accessories in the server room	Sum	1		
3.3.2	Supply and install Rackmount PIDS server complete with cabling and mounting accessories in the server room	Sum	1		
3.4	<b><u>PIDS COMMISSIONING &amp; HANDOVER</u></b>				
3.4.1	Provide Software and configure, integrate and commission PIDS system to be controlled and monitored at the Entrance Plaza and Emendi building	sum	1		
3.4.2	Provide detailed maintenance training and manuals for intruder detection	sum	1		
3.4.3	Prepare and provide handover documentation for intruder detection	sum	1		
	<b>Carried to Collections</b>				



<u>Activity No</u>	<u>Activity Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
	<b><u>COLLECTIONS</u></b>				
	<b><u>ACTIVITY SCHEDULE NO. 3: PERIMETER INTRUDER DETECTION SYSTEM</u></b>				
3.1	<b><u>PIDS DETAILED DESIGN</u></b>				
3.2	<b><u>SUPPLY AND INSTALL INTRUDER DETECTION SYSTEM AT PERIMETER FENCE</u></b>				
3.3	<b><u>SUPPLY AND INSTALL INTRUDER DETECTION SERVER AND MONITORING AT EMENDI BUILDING</u></b>				
3.4	<b><u>PIDS COMMISSIONING &amp; HANDOVER</u></b>				
	<b>Total Collections Carried to Section Summary</b>				



<u>Activity No</u>	<u>Activity Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
	<b>ACTIVITY SCHEDULE NO. 4: SITUATION MANAGEMENT</b>				
4.1	<b><u>SITUATION MANAGEMENT SYSTEM DETAILED DESIGN</u></b>				
4.1.1	Development of further detailed design documents as per the works information for the situation management system	Sum	1		
4.2	<b><u>SUPPLY AND INSTALL SITUATION MANAGEMENT SERVER AND MONITORING AT EMENDI BUILDING</u></b>				
4.2.1	Supply and install Rackmount KVM console for PIDS and SM server complete with cabling and mounting accessories in the server room	Sum	1		
4.3	<b><u>SM COMMISSIONING &amp; HANDOVER</u></b>				
4.3.1	Provide Software and configure, integrate and commission SM system to be controlled and monitored at the Entrance Plaza and Emendi building	sum	1		
4.3.2	Provide detailed maintenance training and manuals for SM system	sum	1		
4.3.3	Prepare and provide handover documentation for SM system	sum	1		
	<b>Carried to Collections</b>				



<u>Activity No</u>	<u>Activity Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
	<b><u>COLLECTIONS</u></b>				
	<b><u>ACTIVITY SCHEDULE NO. 4: SITUATION MANAGEMENT</u></b>				
4.1	<b><u>SITUATION MANAGEMENT SYSTEM DETAILED DESIGN</u></b>				
4.2	<b><u>SUPPLY AND INSTALL SITUATION MANAGEMENT SERVER AND MONITORING AT EMENDI BUILDING</u></b>				
4.3	<b><u>SM COMMISSIONING &amp; HANDOVER</u></b>				
<b>Total Collections Carried to Section Summary</b>					



<u>Activity No</u>	<u>Activity Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
	<b>ACTIVITY SCHEDULE NO. 5: PUBLIC ADDRESS SYSTEM (PAS)</b>				
5.1	<b>PUBLIC ADDRESS SYSTEM (PAS) DETAILED DESIGN</b>				
5.1.1	<b>Development of further detailed design documents as per the works information for PAS system at B100 and Entrance plaza</b>				
5.1.1.1	Berth B100	Sum	1		
5.1.1.2	Entrance Plaza	Sum	1		
5.2	<b>SUPPLY AND INSTALL PUBLIC ADDRESS SYSTEM</b>				
5.2.1	<b><u>SUB-AREA: BERTH B100</u></b>				
5.2.1.1	Supply, install and terminate PAS complete with cabling, system management amplifiers, equipment cabinet, PSU and accessories etc.	Sum	1		
5.2.1.2	Supply, install and terminate PAS speakers and remote microphone (with alarm button) complete with cabling, cabling management and accessories etc.	Sum	1		
5.2.2	<b><u>SUB-AREA: ENTRANCE PLAZA</u></b>				
5.2.2.1	Supply, install and terminate PAS complete with cabling, system management amplifiers, equipment cabinet, PSU and accessories etc.	Sum	1		
5.2.2.2	Supply, install and terminate PAS speakers and remote microphone (with alarm button) complete with cabling, cabling management and accessories etc.	Sum	1		
5.3	<b>COMMISSIONING &amp; HANDOVER</b>				
5.2.3.1	<b>Prepare and provide handover documentation for the areas below</b>				
5.2.3.1.1	Berth B100	Sum	1		
5.2.3.1.2	Entrance Plaza	Sum	1		
5.2.4	<b>Provide detailed maintenance training and manuals for entire PAS</b>	sum	1		
	<b>Carried to Collections</b>				



<u>Activity No</u>	<u>Activity Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
	<b><u>COLLECTIONS</u></b>				
	<b><u>ACTIVITY SCHEDULE NO. 5: PUBLIC ADDRESS SYSTEM (PAS)</u></b>				
5.1	<b><u>PUBLIC ADDRESS SYSTEM (PAS) DETAILED DESIGN</u></b>				
5.2	<b><u>SUPPLY AND INSTALL PUBLIC ADDRESS SYSTEM</u></b>				
5.3	<b><u>COMMISSIONING &amp; HANDOVER</u></b>				
<b>Total Collections Carried to Section Summary</b>					

## PART C3: SCOPE OF WORK

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- Annexure B : *Contractor* Documentation Submittal Requirements: DOC-STD-0001
- Annexure C : Health And Safety Specification: 1124367-02-HS-SP-0001
- Annexure D : Construction Environmental Management Programme (CEMP<sub>r</sub>) Ref 1124367X-02-RPT-0004)
- Annexure E : Environmental Documentation: Environmental Authorisation, 14/12/16/3/3/1/895 – Amended Environmental Authorisation, 14/12/16/3/3/1/895 (A1)
- Annexure F : General Quality Requirements for *Contractors* and Suppliers
- Annexure G : Industrial Relations Policy and Management Plan ACM-IR-POL-001
- Annexure H : Statement of Compliance
- Annexure I : Transnet Specification HE9/2/8 - [Version 16] - July 2002
- Annexure J : PoN Landside And Berth B100 Security Systems Technical Specification
- Annexure K : Camera Masts Security System Technical Specification
- Annexure L : Transnet Security Systems and ICT Specifications
- Annexure M : Electrical Specifications

## 2 EMPLOYER'S OBJECTIVES

It is the *Employer's* objective to incorporate public address and security systems at the new tank farm site areas for the Port Enterprise network.

As part the objectives, the *Employer* aims to achieve the Completion of the *Works* whilst maintaining the highest quality and safety standards, minimising disruptions to ongoing Port operations, and to carry out the *Works* in line with their overarching sustainability objectives.

Emphasis is placed on the *Employer's* commitment to environmental management and safety and their objectives of "Zero Harm", of achieving a zero LTI and a zero environmental legal contravention construction contract. Furthermore, it is emphasised that the *Works* fall within an environmentally sensitive and protected zone and as such, it is the *Employer's* objective to ensure full compliance with the guidelines and recommendations of the Department of Environmental Affairs Environmental Authorisation, Transnet's Construction Environmental Management Plan, Standard Environmental Specifications and all Permits and Licenses authorised by the relevant Authorities.

## 3 DESCRIPTION OF THE WORKS

### 3.1 Executive overview

The liquid bulk terminal in PE is nearing its end of life, and will soon be decommissioned. The *Employer* intends to provide facilities for a new tank farm facility, which will be built at the PON to ensure continued supply of liquid bulk services. The new extension of the port shall have facilities to service the new tank farm; these include a liquid product berth, buildings, substations, perimeter fencing and access roads.

The *Works* of the *Contractor* is to perform all work related to Public Address System, CCTV and Access Control & Perimeter Intruder detection system in the Landside and new Berth B100 at the Port of Ngqura

The contractor shall be responsible for the interface to the existing security network.

### 3.2 Scope

- #1 The scope of the Contractor is to further provide a detailed design, supply, installation, construction, integration between new and to existing, testing and commissioning of equipment and associated infrastructure for the Access control & Intruder Detection, CCTV, Public address system and Physical Information Management System (PSIM) which are to be provided in the following areas of the Port;
- a. Emendi Building
    - PSIM - Physical Security Information Management system in the control room
  - b. Entrance Plaza
    - CCTV – Buildings, lanes, and external general areas
    - ACS – Lanes, buildings.
    - PAS – Buildings and external general areas
    - PSIM - Supervisor's office
    - Turnstiles – for pedestrian access
    - Handrails around turnstiles
    - Boom gates complete with traffic lights, spikes and loop detectors including all civil associated works.
    - Medium and low mast poles for the installation of CCTV, biometric and card readers
    - Installation of the clearview fence.

- c. Substation
    - CCTV – Building, gate and perimeter
    - ACS – Building entrance doors
  - d. Access Roads
    - CCTV – cameras along the road
  - e. Perimeter Fence
    - CCTV – cameras along perimeter fence
    - Intruder Detection system along the perimeter
  - f. Berth B100
    - CCTV – Buildings, perimeter and gate and fire protection monitoring
    - ACS – Gate and Buildings
    - PAS – Buildings and external general areas
- #2 The Contractor shall read the works information in conjunction with the PA and security systems technical specification and other referenced documents.
- #3 Contractor shall integrate all these new systems to the existing systems for monitoring and control by the Client.

## 4 INTERPRETATION AND TERMINOLOGY

### 4.1 Interpretations

For the purposes of this contract for all matters regarding technical decisions, Acceptance of Engineering related technical documents, Testing, Commissioning and any matters pertaining to the context of the Occupational Health and Safety Act, the *Contractor* is required to cooperate with the *Employer's Engineers/Professional Engineers* as per Core Clause 25.1 and Core Clause 14.2 as delegated by the *Project Manager* and the *Supervisor* for the former and as applicable in the context. The instructions received by the *Contractor* shall be interpreted as lawful in matters pertaining to the former if the instruction has been endorsed by both the *Project Manager* or *Supervisor*, and the *Employer's Engineers/Professional Engineers* as applicable in the context. The *Employer's Engineers* shall be named post award of the contract and prior to commencement of the *Works*. The *Contractor* is further advised that, in compliance to NEC3 ECC Core Clause 25.1, that co-operation with the *Employers Engineers* and other representatives of the *Employer* (Others) is a requirement of this contract and the *Contractor* is to allow, grant and facilitate all reasonable access that may be required by the *Employer's Engineers* and Others as applicable, for the provision of the *Works*.

The following terminology is used in this *Works Information*:

Term	Meaning given to the term
Drawings	The latest revision of the construction drawings
Specification/s	The document/s forming part of the contract, in which methods of executing the various items of work, and the nature and quality of the Materials to be supplied are described. The specification includes technical schedules and drawings attached thereto as well as all samples and patterns interpretation of incorporated documentation.
<i>Supervisor</i>	As defined in the NEC3 ECC contract. Responsible for checking that the <i>Works</i> are constructed in accordance with the Drawings and the Specification.

Term	Meaning given to the term
<i>Project Manager</i>	As defined in the NEC3 ECC contract. Responsible for contractual matters, cost and time.
<i>Contractor</i>	As defined in the NEC3 ECC contract, the company engaged to construct the <i>Works</i> .
<i>Works</i>	As defined in the NEC3 ECC contract. That which is to be constructed.
Native	Original electronic file format of documentation

## 4.2 Abbreviations

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

Abbreviation	Meaning given to the abbreviation
ACS	Access Control System
B-BBEE	Broad Based Black Economic Empowerment
BS	British Standard
CCTV	Closed Circuit Television
CD	Compact Disc
CDS	Contractor Documentation Schedule
CEMP	Construction Environmental Management Plan
CIRP	Contractor's Industrial Relations Practitioner
CM	Construction Manager
COLTO	Standard Specifications for Road and Bridge Works for State Road Authorities, 1998 (as amended)
DWG	Drawings
EO	Environmental Officer
ICT	Information and Communications Technology
IR	Industrial Relations
IRCC	Industrial Relations Co-ordinating Committee
OLE	Object Linking and Embedding
OLT	Operations/Operational Leadership Team
OTDR	Optical Time-Domain Reflectometer
PAS	Public Announcement/Address System
PE	Port Elizabeth
PEP	Project Execution Plan
PES	Project Environmental Specifications
PIP	Project Implementation Plan
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
POI	Point of Interest
PON	Port of Ngqura

<b>Abbreviation</b>	<b>Meaning given to the abbreviation</b>
PSIM	Physical Security Information Management System
QA	Quality Assurance
SANS	South African National Standards
SHE	Safety, Health and Environment
SAT	Site Acceptance Test
SI	International System of Units
TFR	Transnet Freight Rail
TNPA	Transnet National Port Authority
TPT	Transnet Port Terminals
URS	User Requirements Specification

## 5 ENGINEERING AND THE *CONTRACTOR'S* DESIGN

### 5.1 Disclaimer

The *Contractor* warrants that the tender as submitted makes full allowances for all information provided in this *Works* Information and further documents referenced therein, and includes all and every item(s) required to provide the facilities as described. This shall include also all further information and clarifications provided by the *Employer*, as described in Part T.2.2-36.: Tender Declaration Form.

Further to the above, it will also be the responsibility of the *Contractor* to ensure he has all and associated latest additions of statutory regulations, standards, *Employer* standards and all other associated information. The *Employer* shall not be held liable in any way as a result of losses incurred by the *Contractor* not adhering to the above.

### 5.2 *Employer's* design

5.2.1 The *Employer's* design for the *Works* is:

All preliminary design work, for all permanent *Works* associated with this contract, is done by the *Employer*, this excludes all detailed designs and sections of the permanent *Works* specifically marked on the drawings, or described in the *Works* Information or Annexures thereto, as 'to be determined by' or 'to be designed by' the *Contractor*.

The *Employer's* design for the *Works* are contained in:

- Layout drawings
- Technical Specifications
- *Works* Information Annexures

The relevant construction specifications are listed and included in this document under Annexures. The tender drawings are listed under Section 8 and contained in Annexure A. These documents have to be read in conjunction with the Bill of Quantities or activity schedule.

The *Employer* grants the *Contractor* a licence to use the design data presented to the *Contractor* for the purpose of the *Works* ONLY.

**Note:** The contractor, as an expert in his/her respective field, is therefore required to review the designs and advise on their appropriateness to the challenge he/she must provide a solution.

### 5.3 Parts of the *Works* which the *Contractor* is to design

5.3.1 Permanent *Works*

The *Contractor* shall be responsible for the final engineering solution and all detailed designs of the *Works*, including overall integration of the *Works* with those of *Others* and existing infrastructure in compliance with the *Employer's* specifications. The *Contractor* shall carry out detailed design, procurement, installation and commissioning of the public address and security systems for the sites listed in Section 3, which includes but not limited to the following:

- Floor plans showing the final equipment layout and cable routing
- Interconnect diagrams
- Cable Schedules
- Patching Schedule
- Rack Layout drawings
- Logical Network diagrams
- Equipment lists

- Equipment data sheets
- Schedule of IP addresses
- Detail Design Specification
- Specification of software
- Drawing Register
- Document Register

The *Contractor* is required to submit all system calculations and associated information to the *Employer* for review prior to procuring the system(s).

### 5.3.2 Temporary Works

Temporary *Works* are all *Works* other than the permanent *Works* indicated in the project specifications, drawings, bill of quantities and associated contract documentation. These include but are not limited to infrastructure to be removed from the Site at the end of construction, protection of new and existing infrastructure/services, dismantling existing infrastructure/services where specified and the like.

Any temporary *Works* that may be necessary should be approved by the *Project Manager* prior to construction. Any temporary work submitted is required in a format of both calculations and drawings. The temporary *Works* shall be structurally adequate and the foundations adequate with no settlement.

### 5.3.3 General

All temporary or permanent *Works* designed by the *Contractor* shall remain the *Contractor's* responsibility. The *Contractor* shall appoint suitably qualified, experienced and professionally registered engineers and designers, to be approved by the *Employer*, to carry out detailed designs for the permanent and where applicable temporary *Works*, in accordance with this *Works* Information, the drawings and the project specifications.

The *Contractor* shall indemnify and hold indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of the design and construction of such permanent and temporary *Works*.

The *Contractor* shall be responsible for full compliance with all codes of practice, safety, professional procedures, checking, site approval and requirements of the construction regulations with regards to the temporary and permanent *Works*.

The *Contractor's* designs shall be fully integrated with the design of the *Works* as provided by the *Employer*.

Where temporary or permanent *Works* are located close to or within infrastructure or property owned by others, e.g. Transnet, Eskom, Liquid-Telecom, CDC or other service and utility owners as may be the case, the *Contractor* will be responsible for the following, but not limited to:

- a. Liaising with the relevant parties to ascertain impacts on existing property or on any planned activities. Measures to eliminate or mitigate such impacts shall be developed and agreed to with all affected parties.
- b. Ensuring compliance with the applicable standards, procedures and requirements of such third parties.
- c. Identify requirements and provide protection of all infrastructure owned by such third parties.

For both permanent and temporary *Works* the following shall apply

- i. All calculations must be authenticated and authorised by Professional Engineers and/or Technologists registered with the Engineering Council of South Africa.
- ii. The *Contractor* shall submit to the *Employer* and/or *Supervisor* for acceptance all design calculations and drawings for all permanent *Works* as well as all temporary *Works* as listed below in section 5.3.1 and 5.3.2.
- iii. The *Contractor* shall submit detailed drawings and *Workshop* details for all designs, both *Contractor's* designs and *Employer's* designs, to the *Project Manager* for acceptance by the *Employer's* Engineers and/or *Employer's* Consultant
- iv. 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 permanent *Works* as listed under section 5.3.1 of the *Employer's* *Works* Information as well as all temporary *Works*.
- v. The *Contractor* is wholly responsible for all design coordination, integration and liaison activities involved the *Works*, and shall take all measures necessary and make all arrangements for activities such as meetings, inspections, endorsements, and any other activities required for the timeous completion of the *Works* and to the appropriate quality. When these activities require the involvement of the *Employer's* Professional Engineering team or any other stakeholders, the *Contractor* is required to make these arrangements with due consideration of the *Employer's* Professional Engineering team's availability and the availability of other stakeholders.
- vi. The *Contractor* is responsible in his design for the overall integration of the design of the *Works* with the design of the *Employer*
- vii. The *Contractor* shall thus be wholly accountable and responsible for all aspects of his designs, including the implementation of all Statutory Safety, Health and Environmental Regulations of South Africa AND the particular requirements, specifications, and regulations of the *Employer* pertaining to Health and Safety, Environment, Quality and Engineering.
- viii. The *Contractor* shall be wholly accountable and responsible for the implementation of the aspects of his designs including commissioning, putting into service and handover of his constructed designs to the *Employer*, and his duly appointed ECSA registered Engineers shall be held accountable and responsible for these aspects of the *Works* for the lifetime duration of the *Works*.
- ix. 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 5.2 *Employer's* design above for all items stated under 5.2 above.
- x. Unless expressly stated to form part of the design responsibility of the *Employer* as stated under section 5.2 *Employer's* design and whether or not specifically stated to form part of the design responsibility of the *Contractor*, all residual design responsibility and overall responsibility for the total design solution for the *Works* rests with the *Contractor*.
- xi. The *Contractor* shall appoint suitably qualified and experienced engineers and designers to carry out the detailed designs required for the *Works*. The *Contractor* shall indemnify and hold indemnified the *Employer* against any claims and actions that may arise out of the design and construction of such *Works*.
- xii. The *Contractor* shall be responsible for full compliance with all codes of practice, safety regulations, professional procedures, checking, Site approvals and all requirements of the Construction Regulations, covering both temporary and permanent *Works*.

- xiii. The *Contractor* grants the *Employer* full title and copyright in all design and software data presented to the *Employer* in relation to the *Works* for future use. Such title and copyrights shall be transferable to any third party without the consent of the *Contractor*. No separate or extra payment will be made for any non-exclusive licence granted in terms of this clause.
- xiv. The *Employer* furthermore reserves the right to change, modify, and/or improve the systems or parts thereof, including, but not limited to, the construction, re-construction, refurbishment, repair, maintenance and extension and/or future possible upgrades of the *Works* to suit the *Employer's* business needs.
- xv. Any IP rights acquired by the *Contractor* and transferred to the *Employer* will not be sold to third parties. The *Employer* may however in future appoint third parties to modify or improve parts of the system. The rights transferred and afforded to the *Employer* as part of this contract shall cater for such eventualities. The *Contractor* shall also warrant that any IP rights, licences, guarantee or warranties offered by suppliers and OEM's, extending beyond the defects liability period, will not be encumbered or prejudiced in any way.

#### 5.4 Procedure for Proposal of Alternative Designs

Should the *Contractor* wish to propose alternative designs or product, these will only be considered if they are compliant with the *Employer's* requirements and they offer material benefits in terms of time or cost or quality to the *Works*, provided that the original designs and *Works* Information as billed in this document have been priced.

Full details of such proposals shall be provided including specification, quantities, costs, method statement and programme sufficient to support such motivation. Full details of the designers including their qualifications, experience and professional indemnity insurance shall also be supplied. Any alternative design is to comply with the *Employer's* requirements and must be fit for purpose.

The specifying of minimum design criteria and parameters shall not be considered to invalidate the *Contractor's* obligation to provide detailed competent designs. The *Contractor* must therefore, ensure that his alternative design proposals are to his satisfaction in all respects and he may apply more conservative design criteria or parameters where he considers these to be necessary to achieve satisfactory standards and comply with the requirements.

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

In submitting the designs as described above, the *Contractor* shall follow the procedures as detailed below, unless specifically instructed otherwise in the technical specifications or other documents as applicable.

The *Contractor's* documentation shall be issued to the Project Manager under cover of the *Contractor's* Transmittal Note stating 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 are dependent on the project procedure and shall be specified by the Project Manager, upon the notified request of the *Contractor*.

The *Contractor's* Transmittal Note must state the purpose of the submission. Documentation for different purposes must be sent on separate transmittals.

The *Contractor* shall deliver both hard copies and electronic media copies (CD/DVD) to the Project Manager at the address stated within the Contract Data.

All electronic documentation shall be submitted by the *Contractor* in Adobe Acrobat (PDF) and native file format, with drawings in 'rvt', 'dgn', 'dxf', 'dwg' or similar approved formats as requested by the *Employer*.

The *Contractor* shall also provide any design package software files to the *Employer*, in the format specified by the *Employer*, if so requested, in order to review and/or verify drawings and designs.

The *Contractor* shall submit their designs to the Project Manager for approvals before commencing with any manufacturing or construction.

The *Contractor* undertakes design safety reviews with the Project Manager, the NEC Supervisor, the *Employer's* Engineer's and Professional team, the *Employer's* Health and Safety Officers, the *Employer's* Environmental Officers, the *Employer's* Quality Assurance and Quality Control Officers and any other Specialists and/or Subject Matter Experts (SME) as deemed by the *Employer* necessary for the provision of the *Works*.

### 5.5.1 Documentation Submission

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

## 5.6 Review and Acceptance of Contractor Documentation

The *Contractor* submits documentation as the 'Works Information' requires to the *Project Manager* for review and acceptance.

The *Project Manager* may withhold acceptance of a submission if the document submission requirements stated in the *Works Information* are not adhered to.

The *Contractor* shall allow the *Project Manager* two weeks (unless otherwise stated and agreed) to review and respond to the *Contractor's* submission of their documentation, i.e. from time of receipt by the *Employer* to the time of despatch to the *Contractor*. However, work shall proceed without delay in the event of late return of the documentation by the *Project Manager* with prior notification in writing by the *Contractor*.

After review by the *Employer*, 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, will be scanned and the hard copy will be returned to the *Contractor* under cover of the project's transmittal note for revision or re-submittal as instructed.

*Contractors* will be advised by e-mail or fax (accompanied by a copy of the project's Transmittal Note) that documentation is available for their collection.

On receipt of the reviewed documentation, the *Contractor* shall make any modifications as requested or marked up and resubmit the revised documentation to the *Project Manager* within two weeks. Queries regarding comments or changes shall be addressed with the *Project Manager* prior to re-submittal.

Any re-submittals, which do not include the changes or comments as indicated by the *Employer*, 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 two working days of receipt of the marked-up document.

The *Contractor* issues method statements in advance of carrying out items of work. The *Contractor* allows the period for reply for acceptance of method statements. Work does not commence until the *Supervisor* has accepted the relevant method statement. The *Contractor* does the work in accordance with the accepted method statement.

## 5.7 Use of Contractor's design

The *Contractor* grants the *Employer* a licence to use the copyright in all design data presented to the *Employer* in relation to the *Works* for any purpose in connection with the construction, re-construction, refurbishment, repair, maintenance and extension of the *Works*, with such licence being capable of transfer to any third party without the consent of the *Contractor*.

The *Contractor* vests in the *Employer* full title to the intellectual property and copyright in the design data created in relation to the *Works*, irrespective of where or what those *Works* may be.

The *Contractor* grants the *Employer* a non-exclusive license, in accordance with the provisions of Section 22 of the Copyright Act 1978, to copy any document/calculation compiled/done by the *Contractor* in connection with the *Works*, to make free and unrestricted use thereof for his own purposes, modify some or having it modified by a third party for any reasons, to provide copies thereof to a third party (*Contractors* or *Consultants*) of the *Employer* to be used by them for the purposes of tendering or consultancy.

Furthermore, if any such document/calculation by any principal *Contractor* or *Subcontractor* is used for the *Works*, the *Contractor* requests such principal *Contractor* or *Subcontractor* to grant to the *Employer* a similar non-exclusive license for the purposes set out herein. The provisions of this clause do not apply to documents made in connection with the manufacturing process of Plant but only to the Plant itself.

## 5.8 As-built drawings, operating manuals and maintenance schedules

### 5.8.1 The *Contractor* provides the following:

- The *Contractor* prepares two (2) marked up hard copies of the latest revision of the *Employer* documents/drawings to represent the As-Built/Final status.
- The mark-ups shall be in RED pencil or pen and be complete and accurate. The *Contractor* submits same to the *Project Manager* under cover of a *Contractor's* Transmittal Note.
- The *Contractor* provides manuals in an A4 hard covered, red, grease and waterproof binder, using 2 ring type binders. The manuals are well indexed and user friendly and include a summarized Table of Contents.
- Drawings and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.
- The *Contractor* submits the draft Table of Contents to the *Project Manager* for acceptance prior to the compilation and official submittal of the manuals.
- The originals of all brochures shall be issued to the *Project Manager*. When a general brochure is applicable to a range of equipment, then the specific item, catalogue number or model number shall be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number.
- 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. 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*. A typical example of what the binder/file (s) shall be marked with on the spine and the front cover is as follows:
  - Project No./Name
  - Manual Title, e.g. Installation, Maintenance and Operating Manual
  - Manual Numbering (e.g. Volume 1 of 2, etc.)
  - Contract Number
  - *Contractor* Name
- Unless otherwise stated, the required number of copies of all As-Built/Final/Data Packs shall be:
  - 3 x hard copies (Full size)
  - 4 x CD/DVD with Adobe Acrobat (.pdf) and "Native" formats

### 5.8.2 As-Built/Final Documentation

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

The *Contractor* is required to deliver, but not limited to the following documentation as part of the *Works*:

- Design Specifications
- Integration Design Specification
- Device Configuration Records that accurately captures the system and software configuration of each configurable device (e.g. switches, etc.)
- All design drawings (rack layouts or panel GA's, floor layouts, interconnection diagrams)
- All CAD, Visio etc. native drawings
- Updated control configuration (schematic) drawings
- Hardware Bill of Quantities, inclusive of serial numbers and warranty expiry dates.
- Additional required firmware and software Bill of Quantities, inclusive of all software licenses.
- End of software//firmware and hardware support information

- Overall Systems Architecture Diagram
- Installations *Contractor* Data Pack
- FAT Procedures & Reports
- SAT Procedures & Reports
- Operating and Maintenance procedures

5.8.3 Installation, Maintenance and Operating Manuals and Data Books

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

## 6 CONSTRUCTION

### 6.1 Temporary Works, Site services & construction constraints

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

The Port of Ngqura is a designated Security Area under the ISPS requirement, and in terms of this, all access into the Port will be strictly controlled. The *Contractor* complies with the requirements of the *Employer* with regard to Site entry. The cost of complying with this access security, including labour transport and access requirements and maintaining access cards for the people working on the Site are included in the tendered price.

The *Contractor* complies with the following:

- a) The *Contractor* shall obtain the necessary entry permits for all staff working within the area in accordance with the access control requirements of the *Employer* and shall issue each personnel member with an appropriate identification card.
- b) The *Contractor* identification cards which detail the person's name, identity number and the foreman / engineer responsible. All costs incurred in providing construction personnel with ID cards shall be borne by the *Contractor* and shall be made by the *Contractor* to a standard acceptable to the *Project Manager*.
- c) The *Contractor* is also required to obtain the relevant permits for his *Subcontractors* and all Suppliers. The *Contractor* is required to make applications for these permits on behalf of his workers, Suppliers and *Subcontractors* and is to nominate a single person to liaise with the relevant Port authorities. The *Contractor* is to make a cost and time allowance for obtaining the necessary permits.
- d) Each of the *Contractor's* employees shall undergo a medical examination, certifying that the employee is fit and capable of undertaking the assigned tasks, as applicable.
- e) All people working within the Port of Ngqura are to undergo an induction on the port health and safety, security and general procedures. The cost of the induction will be for the *Contractor's* account. The *Contractor* is to allow for a minimum of one day for the induction period.
- f) The minimum PPE requirements for any of the *Contractor's* employees within the port boundaries shall include hard hats, safety vests and safety boots. Where special circumstances dictate this, or as per the *Contractors* activity based risk assessment, or where so advised by the *Employer*, and/or TNPA, the *Contractor* shall also provide his employees with, but not limited to, ear protection, eye protection, dust masks, safety harnesses and life jackets.
- g) All drivers of vehicles using the port operational roads shall undergo an induction course to familiarise them with the terminal layout and the applicable regulations.
- h) Each of the *Contractor's* employees shall have a valid police clearance certificate.
- i) The *Contractor* is responsible for the security of the *Works* until completion and hand-over, and must make his own arrangements for security and the safekeeping of his property. The *Contractor's* watchmen are allowed on site for this purpose.
- j) The *Contractor* is to be in constant consultation with the Port's security operations to ensure compliance with all the required security procedures.

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

*Contractor's* staff shall be confined to the working area and defined access routes and shall not be allowed to be present in other areas of the *Employer*. *Contractor* staff found disobeying this instruction will be subject to disciplinary action.

6.1.3 The *Contractor* complies with the following requirements of the *Employer*:

- a) Access to the area where the *Contractor* is working is to be strictly controlled and will be restricted to construction traffic only. No access will be given to private vehicles or public transport and, in this regard, the *Contractor* is to make provisions for transporting his labourers in from an external meeting / collection point.
- b) The *Contractor* shall provide adequate transport for all staff members between the construction Site and *Contractor* yard, as well as transport to and from work.

6.1.4 Site management, traffic management and site delivery

- a) The *Contractor* is required to establish a well-planned site management system. To achieve this, the *Contractor* will provide a comprehensive well-planned work method and schedule followed by the submission of a detailed risk assessment for approval and implementation.
- b) The *Contractor* shall develop a traffic management plan in order to ensure safety in construction as well as with the interface with operations and the other *Contractors*.
- c) The *Contractor* shall plan the delivery of equipment and materials to site accordingly. The *Contractor* shall be responsible for temporarily upgrading the access route should the *Contractor* deem it necessary for the delivery of the *Contractor's* Equipment and/or Materials to site.
- d) The *Contractor* shall be responsible for ensuring the safe passage of construction traffic to and around the Site at all times. The *Contractor* shall not traverse any areas outside the immediate vicinity of the construction Site(s) or designated access routes approved by the *Project Manager*. Any person(s) found contravening these restrictions will be subject to disciplinary action and may be instructed to be removed off site.

6.1.5 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 and the Industrial Relations Policy included in Annexure G of the *Works* Information. This information relating to working hours shall be supplied to the *Project Manager*, prior to commencement of the proposed working hours. Normal working hours shall be Monday to Friday 07h00 – 17h00. If the *Contractor* requires working extended hours, a formal request shall be submitted to the *Supervisor* for approval. Cost incurred by the *Employer* to accommodate extended hours may be for the *Contractor's* account. External lighting shall be directed at the Working Areas and not away from the Site. People do not remain on the Site overnight without the agreement of the *Project Manager*.

The *Contractor* complies with the following hours of work for his people (including *Subcontractors*) employed on the Site:

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

#### 6.1.6 Health and safety facilities on Site

At all times during construction the *Contractor* is responsible for the safety of all persons on the Site and on the equipment and shall have the necessary systems and procedures in place to effectively manage this in relation to H & S requirements in addition to those of the OHS Act and Regulation (85 of 1993, CR 2014).

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

The *Contractor* shall perform the *Works* and all construction activities within the Site and Working Areas having due regard for the environment and environmental management practices.

#### 6.1.8 Title to Materials from demolition and excavation

The *Contractor* has no right to any Materials arising from demolitions if such Material is to be re-used and re-incorporated into the new *Works* and is required for the Completion of the *Works* as specified in the *Works* Information, Activity Schedules or Pricing Instructions. Title to such materials remains with the *Employer*. The *Project Manager* shall instruct the *Contractor* how to label, mark, set aside and/or dispose of such materials for the benefit of the *Employer* in accordance with ECC Clause 73.1.

Where such materials become available for spoiling the *Project Manager* shall instruct the *Contractor* how to label, mark, set aside and/or dispose of such Materials for the benefit of the *Employer* in accordance with ECC Clause 73.1.

#### 6.1.9 Cooperating with and obtaining acceptance of others

The *Works* as described herein form one of a number of construction packages to be concurrently undertaken as part of the overall project. The *Contractor* must make allowance for the necessity to interface with the activities of others including the *Employer*, *Project Manager*, Others appointed by the *Employer* and any other 3rd party stakeholders, in order to allow smooth, uninterrupted construction, mitigate risk which could cause, and where possible completely avoid, delays in construction between *Contractors* and to allow for safe access and working conditions.

The *Contractor* shall organise the work to cause the least possible inconvenience to other construction activities or operations at the Site. Access for Others to adjacent areas shall be maintained at all times. Temporary access points shall be provided for the *Employer* and other *Contractors* working on other packages.

The *Contractor* shall be responsible for his own construction programme, which shall be subject to approval by the *Employer* and *Project Manager*. *Contractors* shall be deemed to have allowed in their tender for any additional cost to be incurred due to the foregoing. No claims for extra costs for coordination and cooperation with *Others* will be entertained.

The *Contractor* shall manage all persons executing the *Works*, including all sub-*Contractors*/OEMs and suppliers undertaking temporary or permanent *Works*, or supplying Plant and Materials to Site.

The success of the project depends on the effective co-operation of all *Contractors* on site, and the *Contractor*, if necessary, must discuss his programme on a day to day basis with the *Project Manager* to ensure effective co-ordination.

The *Contractor* performs the *Works* and co-operates with:

- i. All authorised officials and employees of Transnet.
- ii. Other effected/associated 3rd parties.
- iii. Any local and/or national authorities, including but not limited to traffic officials, the Nelson Mandela Bay and officials of the CDC

- iv. Others appointed by the *Employer*, including, but not limited to, the following *Contractors*:
- a. Access Road and Pipeline Servitude Civil *Contractor*
  - b. Electrical Substation *Contractor*
  - c. Lighting and Power *Contractor*
  - d. ICT *Contractor*

#### 6.1.10 Risks

The *Contractor* will be required to provide method statements, risk assessments, job safety analyses and the like, which shall specifically include measures to mitigate risks at identified high-risk locations. Particular risks that have already been identified at such locations are outlined below.

- a) Camps and Laydown Areas
  - Shipment, loading and off-loading.
  - Rigging plans for installation of heavy goods.
- b) Earthworks
  - Haulage to and from Site, including designated stockpile area.
  - Dealing with dust and water.
  - Preservation of topsoil and restoration of Site, in line with the environmental management plans.
- c) Relocation and Protection of Services and Infrastructure
  - It is not foreseen that any existing services and/or infrastructure have to be relocated, however if required, Risk assessments, method statements and procedures must be compiled and approved by the *Employer* for these *Works*, including in particular the tie-in of the existing and relocated sections of these services.
  - Measures for the protection of any existing or new services and/or infrastructure shall also be documented. Risk assessments, method statements and procedures shall be approved by the *Employer* prior to commencement of *Works* near such services and/or infrastructure.
- d) Tie-Ins, Switch-Overs and Commissioning of Electrical Services
  - The *Contractor* shall compile detailed procedures, including risk assessments, for all electrical tie-ins, switch-overs and commissioning of electrical installations.
  - These procedures shall be submitted to the *Employer* for approval well in advance of any such activities, no less than eight weeks prior to the commencement of these *Works*.

The above lists do not constitute a comprehensive schedule of such risks but are intended only as an initial guideline to the *Contractor*.

#### 6.1.11 Publicity and progress photographs

The *Contractor* shall obtain the permission and approval of the *Employer* before erecting any notice boards, using the details of the contract in any advertising media or revealing any details of the contract to the public. 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 site establishment area shall be clearly sign posted and be compliant with the relevant safety regulations and restrictions that might be in place until the *Contractor* has de-established from site and comply with OHS Act 85 of 1993.

The *Contractor* provides a comprehensive photographic record of the progress of the *Works* by taking photographs at weekly intervals. The initial photographs are to be taken at the start of the project, immediately prior to the commencement of any work. As far as possible each set of photographs shall be taken from the same locations as the previous set.

The areas to be photographed and the quantity of photographs in each area will be determined by the *Project Manager*.

Photographs are to be submitted in JPEG format, with a minimum resolution of 1200 x 800. Each set of photographs must be accompanied by an index showing:

- a. Contract reference
- b. Photograph file reference
- c. Date of photograph
- d. Subject matter

#### 6.1.12 *Contractor's* Equipment

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

The *Contractor*, within fourteen days after completion, must completely remove from site all his plant, materials, equipment, stores and temporary accommodation or any other asset belonging to him and leaves the site in a tidy condition to the satisfaction of the Project Manager. No excess or discarded materials, plant or stores may be buried or dumped within the *Employer's* boundaries.

#### 6.1.13 Equipment provided by the *Employer*

The *Employer* does not provide any Equipment for the *Contractor*.

#### 6.1.14 *Site services and facilities:*

Connection points for the various services, will be made available within the boundaries of the site where available, as indicated by the *Project Manager*. The *Contractor* shall make his own arrangements for the connection of existing services such as electricity, potable water, ablutions, fire protection, lighting and any other services required for undertaking the *Works*. The cost of meters, connections, reticulation and all other usage costs associated with the provision of services shall be to the *Contractor's* account. Where such services are purchased from the Port, the applicable tariffs will be those that the Local Authority charges the Port and shall be obtained by the *Contractor*. There is no water-borne sewage facility available. The *Contractor* shall provide everything else necessary for providing the *Works*.

6.1.15 The *Employer* provides the following facilities for the *Contractor*:

- a) The Site and access to the Site will be made available to the *Contractor* for the duration of the *Works*, subject to the limitations provided in this *Works* Information.
- b) Yard and Laydown Areas

The *Contractor* may establish a yard and laydown areas as indicated under Part C4 - Site Information. Provision of utility services shall be as detailed in the Site Information.

The *Employer* will not provide any further designated space on Site for the establishment of offices, *Workshops*, storage areas or the like. The *Contractor* may however liaise with the *Employer* and *Others* engaged in concurrent construction activities to obtain their consent for temporary storage of materials and equipment outside of the designated yard and laydown areas. This will be at the sole risk of the *Contractor*.

The site establishment area shall be clearly sign posted and be compliant with the relevant safety regulations and restrictions that might be in place until the *Contractor* has de-established from site and comply with OHS Act 85 of 1993.

The *Contractor* shall ensure that the areas are properly fenced and secured at all times and shall provide all access control. The areas may only be used for storage of materials, temporary sanitation facilities and other essential activities required for the *Works*.

Accommodation of the *Contractor's* staff at the yard and laydown areas will not be permitted. The *Contractor* may retain 24-hour security at the yard and laydown areas, provided that proper temporary sanitation and shelters are provided.

Wherever the *Employer* provides facilities (including, *inter alia*, temporary power, water, waste disposal, telecommunications etc.) for the *Contractor's* use within the Working Areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and *Others* in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

6.1.16 Facilities provided by the *Contractor*:

- a) The *Contractor* provides, maintains, moves to new positions as required and finally removes proper portable toilets of sufficient number at his cost. Toilets are to be properly constructed and placed in suitable positions and maintained in a clean and sanitary working condition. Where no suitable connection to a sewerage system is feasible, conservancy tank, or chemical type toilets may be used. The *Contractor* makes his own arrangements with the Local Authority for the disposal of night soil at his cost.
- b) The *Contractor* must make his own arrangements for the disposal of sewerage and waste water. Sewerage may not be disposed of on site. Transnet facilities may not be used.
- c) Strictly no housing will be permitted within the *Contractor's* laydown area or anywhere else within the port boundaries. The *Contractor* shall make his own arrangements for housing his employees and transporting them to and from the Working Area.
- d) Temporary lighting and fencing
- e) The *Contractor* must ensure that the working area is well lit at night and that all the fences, obstacles and hazards are marked. The *Contractor* provides temporary lighting and fencing around every section occupied by them during the construction of the *Works*. Such fencing demarcates and secures the construction area at each stage and is erected before work starts in that area and removed only upon completion of that area and re-erected as work proceeds. The *Contractor* includes for all costs such as lighting and fencing, including access control into and out of these restricted areas. The *Project Manager's* acceptance is to be obtained for the use of any temporary lighting on the Site

due to the impact that this may have on vessel traffic in the harbour and/or interference with surrounding communities

- f) Temporary buildings and fencing shall be neat and presentable and the Site area shall be kept in a neat, clean and orderly condition.
- g) The *Contractor* submits the following drawings to the *Project Manager* for acceptance before commencing with the establishment of the site facilities:
  - i. Location drawing showing the area to be occupied by the *Contractor* in relation to the Port infrastructure.
  - ii. Layout drawing of the proposed facilities.

Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of Equipment, involving, *inter alia*, offices, accommodation, laboratories, Materials storage, compound areas etc., within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.

Unless expressly stated as a responsibility of the *Employer* as stated under 3.1.13 Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.

#### 6.1.17 Existing premises, inspection of adjoining properties and checking work of Others

The *Contractor* shall visit the Site of the proposed *Works* and acquaint themselves with the nature of the *Works*, the conditions under which the *Works* are to be performed, the means of access to the Site and all further matters that may influence or affect execution of the *Works*.

The *Contractor* inspects the existing infrastructure of with which the *Works* interfaces in conjunction with the *Project Manager*:

- i. Existing bypass lane
- ii. Existing Main road on entry and exit of Entrance site
- iii. Electrical and Electronic Installations and Facilities
- iv. Operational and Security Lighting: Existing outdoor operational and security lighting infrastructure within, and external to the port area.

#### 6.1.18 Survey control and setting out of the *Works*

Any topographical survey carried out as part of the *Works* shall be undertaken by a SAGC registered surveyor, to be appointed by the *Contractor* and to be approved by the *Employer*.

The *Contractor* shall appoint such a competent surveyor to properly set out all *Works* prior to installation, as well as after installation for as-built documentation purposes. Should the *Project Manager* be unsatisfied with the setting out or any other associated survey details, he may request that an additional surveyor be appointed to validate all coordinates.

#### 6.1.19 The *Employer* provides the following information and survey controls for the *Contractor*:

- a) Complete land surveys of the Site were carried out by a professional land surveyor. Survey reference points will be provided by the *Employer*. The *Contractor* shall, within two weeks after the Site has been handed over to him, ascertain himself of the correctness of all surveys and reference points.

- b) Any discrepancy shall immediately be reported in writing to the *Employer*. Any costs arising from discrepancies that were not reported to the *Employer* within the aforementioned period shall be the sole responsibility of the *Contractor*.
- c) The *Contractor* shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the *Employer*. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.
- d) The cost of replacing any beacons displaced or destroyed during the course of the Contract without the consent of the *Employer* shall be to the *Contractor's* account.
- e) The *Contractor* is to note that the co-ordinates shown on all drawings relate to the WGS 84 survey system. A local system using LO18 has been used for this project.

#### 6.1.20 Excavations and associated water control

It is the responsibility of the *Contractor* to ensure that all excavations are rendered safe and suitable for construction and conform to the requirements of the Construction Regulations (CR 13). The *Contractor* shall not continue construction in conditions that the *Project Manager* does not approve of. The *Contractor* will be required to design and submit for approval the methods of excavation.

#### 6.1.21 The *Contractor* complies with the following requirements:

- a) The *Contractor* shall consult the *Project Manager* prior to undertaking any excavation work.
- b) All excavations deeper than 1.5 m below ground level shall either be fully shored or the sides shall be battered back to a safe angle as determined by the strength of the soil, and approved by the relevant competent person appointed in writing in terms of the Occupational Health and Safety Act 85 of 1993. An evaluation of the stability of the ground, as far as reasonably practicable, is to be undertaken prior to excavation.
- c) The *Contractor* shall be responsible for the protection of the *Works* including the provision of the temporary drainage *Works* such as drains, open channels and banks etc. and providing and operating temporary pumps and such other equipment as may be necessary for adequately protecting and dewatering the *Works*. Work performed by the *Contractor* as part of the protection of the *Works* shall be deemed included in the tendered rates for the various items captured in the Activity Schedule.
- d) The *Contractor* shall obtain all the necessary work permits before starting any excavations in accordance with health and safety procedures.
- e) The *Contractor* shall be liable for all claims arising out of any damage caused by such excavation if the *Contractor* fails to exercise the requisite care and attention in carrying out the excavation.
- f) The control of water during construction, including in particular dewatering of deep excavations, shall be managed and controlled in accordance with method statements to be compiled by the *Contractor* and approved by the *Project Manager* prior to the commencement of the *Works*. These method statements shall include all measures that are required to remove or mitigate adverse environmental impacts. The *Contractor* will only be allowed to construct such drainage water control systems once the method statement is approved by the *Project Manager*.

#### 6.1.22 Underground services, other existing services, cable and pipe trenches and covers

No excavations shall be done within and outside the port area, as applicable, in the absence of a written permit, to be issued by the port authorities and other relevant parties. The *Contractor* shall also ensure that any other required permits to excavate are in place.

The *Contractor* is required to liaise with the *Project Manager* or *Supervisor* and establish as accurately as possible, the location of the various existing services situated within the working areas and record all such information on a suitable "marked-up" drawing for reference at all times. As far as possible, existing services have been shown on the drawings included in this contract. The drawings showing the existing services are supplied as a guide only.

The *Contractor* must thereafter exercise due care and attention in carrying out the agreed excavation work as may be directed by the *Project Manager* to avoid damage or disruption to existing services.

Where any live, existing or new services are anticipated, the *Contractor* shall excavate by hand trial pits and proving trenches. Prior to commencing with such hand excavations, the *Contractor* shall provide detailed and specific method statements, risk assessments and the like for approval by the *Employer*.

Care shall be taken by the *Contractor* to protect all existing services, unless they are confirmed to be abandoned or will be replaced as part of this project. The same care shall apply to any new services.

If any existing and/or new service is damaged, that should have been located or protected by the *Contractor*, the *Contractor* shall be required to carry the cost of the repair of that service.

Should any service be damaged by the *Contractor*, it is the responsibility of the *Contractor* to report such damage to the *Project Manager* immediately.

6.1.23 Where the *Contractor* encounters existing services the *Contractor* undertakes the following:

- i. Immediately notify the *Project Manager* of the located service.
- ii. Immediately notify the relevant utility owners or officials.
- iii. Ascertain whether the service is still required and must remain live, or whether the service has been abandoned.
- iv. If the service is confirmed as abandoned, the *Contractor* shall remove such service, if so instructed by the *Employer*.
- v. If the service is deemed live, it shall be protected by the *Contractor* and marked on the specific record drawing(s) for that area or service discipline. The service shall be demarcated by placement of brightly painted wooden stakes to provide clear visibility of such services to the construction teams and others working in the area.

6.1.24 Control of noise, dust, water and waste

The *Contractor* shall take all reasonable steps to contain unacceptable levels of noise and dust, in accordance with the specified and referenced environmental, health and safety requirements. The control and disposal of water and waste must be expressly stated and approved by *Project Manager* prior to any of these activities taking place.

6.1.25 The *Contractor* complies with the following:

- a) The *Contractor* is to provide dust suppression as per the CEMP, PES and SES documents to ensure that dust levels resulting from the *Contractor's* construction traffic are kept to the required safety and environmental standards as specified in the relevant project environmental specifications.

- b) The control of water during construction, including in particular drainage of deep excavations, shall be managed and controlled in accordance with method statements to be compiled by the *Contractor* and approved by the *Project Manager* prior to the commencement of the *Works*. These method statements shall include all measures that are required to remove or mitigate adverse environmental impacts.
- c) The *Contractor* shall dispose of all waste products at an appropriately licensed and registered waste disposal site, to be approved by the *Project Manager*. The *Contractor* shall provide written proof that all permits for the waste disposal site are in place. Waste may not be disposed of at the designated stockpile area, as described in Part C4 – Site Information.

6.1.26 Giving notice of work to be covered up

The *Contractor* shall notify the *Supervisor* prior to covering up any of the completed *Works*, so as to allow the *Supervisor* time for inspection of those *Works*. This notification is given not less than 48 (forty eight) hours prior to the proposed covering up.

The *Contractor* notifies the *Supervisor* of the following elements of the *Works* which are to be covered up:

- i. All new electronics Material

6.1.27 Hook ups to existing *Works*

Reference shall be made to the specifications and drawings as referenced under Section 8 and contained within Annexure A.

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

6.2.1 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.

Item of work	To be completed by
Submission of all data packs, quality assurance records and as-built drawings	30 days after Completion date
Submission of all As-built drawings	30 days after Completion date
Performance testing of the <i>Works</i>	Before Completion Date
Certificate of Compliance	By Completion Date
Operational and Maintenance Manuals	30 days after Completion date

The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the status of the completed *Works* (to include Plant within the *Works*) to present to the *Employer*.

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

3.2.1.1 The *Contractor* is permitted to remove temporary facilities from site after completion

6.2.3 Use of the *Works* before Completion has been certified

No Plant will be in use prior to Completion, issue of the *Works* Completion Certificate, or hand-over to the *Employer*.

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

The *Contractor* provides the *Employer* with the following materials, facilities and samples during the provision of the *Works*, as per ECC Clause 40.2:

The *Contractor* is required to provide all materials, facilities and samples for any tests required in Item 7 Plant and Material Standards and Workmanship below.

The *Contractor* shall furnish samples of any Plant that is other than, or different to, that specified by the *Employer's* Engineers, to the *Supervisor* for Acceptance by the *Employer's* Engineers. The *Contractor* is prohibited from installing said Plant without the required prior authorization from the *Employers* Engineers.

The *Contractor* shall furnish samples of any Plant that is other than, or different to, that required by the *Employer's* Engineering Specifications, that shall be utilised in the *Contractor's* Designs, to the *Supervisor* for Acceptance by the *Employer's* Engineers. The *Contractor* is prohibited from installing said Plant without the required prior authorization from the *Employer's* Engineers.

The *Contractor* shall furnish samples of any Plant that is proposed to be used in the *Contractor's* Designs, to the *Supervisor* for Acceptance by the *Employer's* Engineers. The *Contractor* is prohibited from designing with, and subsequently installing said Plant without the required prior authorization from the *Employer's* Engineers.

Samples, tests and inspections required of the *Contractor*, shall be as specified in Section 3 of C3.1 or any other standards, specifications or statutory requirements referred to therein or annexed thereto.

The *Contractor* shall give notice to the *Supervisor* of the required inspection not less than 48 hours before the inspection is required.

The *Employer* will not provide any materials or facilities for the use of the *Contractor*, to perform tests and inspections.

#### 6.2.5 Pre-Commissioning Tests and Commissioning

Commissioning of the plant shall be done according to the following high level procedures.

The *Contractor* is required to commission all of the Electronic Systems installed. The testing and commissioning of the systems is to be done in the presence of the Project Manager to clearly demonstrate and record that the systems meet the requirements of the Contract in terms of specified performance, operation and functionality.

The *Contractor* is to supply all necessary testing equipment, measuring instrumentation and the appropriate skilled labour required for conducting the tests. The testing and commissioning results are to be recorded on 'Test sheets', signed and dated and submitted for review by the Project Manager prior to Completion.

The *Contractor* shall arrange for Factory Acceptance Testing of selected equipment as required by the *Employer's* Engineers at the Supplier's Premises before any Plant is despatched to site.

A detailed programme with FAT documentation of the planned FAT shall be submitted to the *Project Manager* and *Employer's* Engineers at least 21 days prior to the FAT.

The Factory Acceptance Testing shall be witnessed by the *Employers* Engineers, but in doing so; the *Employers* Engineers assume no responsibility or accountability for the proper functionality of the Plant in any way whatsoever.

The *Employer* may at his discretion instruct the *Contractor* to perform additional testing and/or commissioning activities, as well as provide any additional information as required to prove the functionality and compliance of the systems. Allowances shall be made by the *Contractor* in the scheduled rates included in the activity schedule for such tests.

The *Contractor* shall arrange Site Acceptance Testing for the selected Plant when it arrives on Site.

The Site Acceptance Testing shall be witnessed by the *Employers* Engineers, but in doing so; the *Employers* Engineers assume no responsibility or accountability for the proper functionality of the Plant in any way whatsoever.

The installation shall be comprehensively tested and commissioned as individual and integrated systems 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 particular installation and for the full duration of the commissioning process.

The commissioning shall include interaction between other systems and others where interdependence of installations is encountered.

The commissioning process shall, after all testing has been completed be the final proving ground of the systems 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 procedures shall be submitted to the *Project Manager* and *Employer's* Engineers at least 14 days before commissioning commences.

The commissioning programme shall include, but is not limited to:

- i. A schedule of equipment to be commissioned, the proposed tests to be conducted and the testing methods and the range of acceptable results,
- ii. Commissioning check sheets, drawings (As-built and redlines) and punch-lists
- iii. Commissioning programme dates and duration

The *Contractor* shall supply all relevant test equipment, monitoring devices, network analysers, protocol testers/analysers 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* shall perform any and all tests as required by any Sections or Clauses of the *Works* Information and any and all tests required by the *Employers* Specifications annexed thereto, and any and all tests required by any applicable SANS Standard, or other Standard, and/or as directed by the *Employer's* Engineers and the *Project Manager*.

Testing and commissioning is considered part of the *Works* and is to be done before completion.

The *Contractor* ensures that the commissioning documentation is presented to the *Project Manager* before Completion.

The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the plant, services and systems that reflect the status of the completed *Works* for Electrical, and Electronics (and including Plant within the *Works*) to present to the *Employer*.

The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of Maintenance and Operating Manuals that represent the buildings, plant, services and systems that reflect the status of the completed *Works* for Mechanical and Electrical (and including Plant within the *Works*) at the earlier of take-over or Completion.

Where the *Contractor* has presented Maintenance and Operating Manuals that represent the buildings, plant, services and systems that reflect the status of the completed *Works* for public address and security systems, General Layouts and Detail Drawings, (and including Plant within the *Works*) to the *Project Manager* at take-over, the *Contractor* modifies and updates As-built documents as necessary prior to Completion.

#### 6.2.6 Access given by the *Employer* for correction of Defects

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

Where the *Contractor* has to return to Site after Completion to rectify notified Defects, the *Employer* may either impose the same Site access / egress restrictions as communicated elsewhere under C3.1 *Employer's Works* Information at the starting date / access date stated under Contract Data - Part One, or as the *Works* are now in use or the *Employer's* occupation of the Site may be incrementally or substantially changed post Completion, there may be further access / egress restrictions.

## 7 PLANT AND MATERIALS STANDARDS AND WORKMANSHIP

The *Contractor* provides Plant and Materials for inclusion in the *Works* in accordance with the Standard Specifications and/or Project Specifications, 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*.

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.

- i. No Plant or Materials will be provided “free issue” by the *Employer*
- ii. The *Contractor* provides all Plant and Materials necessary for the *Works*.
- iii. The *Contractor* supplies all certification including test certificates, user manuals, maintenance manuals and data books with respect to Plant and Materials procured for the *Works*.

### 7.1 Investigation, and Site Assessment

The *Contractor* will be responsible for setting out the *Works*.

The *Contractor* validates the information provided by the *Project Manager* and records all existing and level of accuracy on drawings and presents this to the *Project Manager* for acceptance.

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

- i. Additional design requirements as deemed necessary by the *Contractor*, by the *Employer* or by the *Project Manager*.
- ii. Existing infrastructure for design position of equipment and camera field of views.
- iii. Cable ways/wire ways and the sleeving infrastructure installed by Others and linking to existing TNPA building.
- iv. Point of supply for powering the systems
- v. Existing Port system capacity requirements and compatibility requirements for the new system.

The *Contractor* will do investigation and review current installed system (servers) in the TNPA building and provide system requirements report for integrating the new installation(s) into the current existing system.

The *Contractor* will make the full system design available for a logical software, hardware and outside penetration security audit by consultants nominated by the *Employer*, during or after the commissioning.

The design of Trunking (for data cables) and Racking (for power cables) is performed by *Others*. The *Contractor* reviews these designs in order to ensure that the infrastructure will adequately support the *Works*.

The *Contractor* presents all engineering deliverables to the *Employer* for approval.

### 7.2 Building Works

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.

In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 2008 (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.

Within the Model Preambles for Trades 2008, 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 2008 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.

In case of Within the Model Preambles for Trades 2008, 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.

Within the Model Preambles for Trades 2008, B. ALTERATIONS, B.2 MATERIALS FROM THE ALTERATIONS, CREDIT, ETC and C. EARTHWORKS, 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*.

Within the Model Preamble for Trades 2008 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.

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.

The principles, meanings and interpretation stated and established within paragraphs 4.2 with respect to the Model Preambles for Trades 2008 equally apply to the other references used within C3.1 *Employer's Works* Information.

#### 7.2.1 South African National Standards

The application of the National Building Regulations and Standards Act 103 of 1977 and the standards and codes of practice contained in the below table and refer to the technical specification for further standard references:

Occupational Health and Safety Act	SA Act 85
Wiring of Premises: Part 1 Low Voltage Installations	SANS 10142-1
Preferred Symbols for use on Electrical Diagrams	NRS 002

#### 7.2.2 Manufacturer's instructions and specifications

All materials and products shall be stored, used and installed in strict accordance with the manufacturer's instructions and specifications.

### 7.2.3 Use of locally manufactured materials and products

Materials and products manufactured in South Africa shall be used in carrying out the work to which this specification refers, unless an imported product is prescribed specifically, or when no suitable locally manufactured product for the specific use is available.

### 7.2.4 Samples

The *Contractor* shall furnish samples and/or certificates as called for or may be called for by the *Supervisor/Project Manager*.

Materials and/or workmanship not corresponding with approved samples may be rejected.

The approved samples shall remain on site for the duration of the *Works*.

### 7.2.5 Protection of *Works*

The *Contractor* shall provide all necessary dust sheets, hoarding, etc. and shall exercise all necessary care to prevent marking surfaces, walls, floors, glass, electrical fittings, etc. and shall keep all parts of the *Works* perfectly clean and free at all times from spotting, accumulation of rubbish, debris of dirt arising from the operations.

Any surface disfigured or otherwise damaged shall be completely renovated or replaced as necessary by the *Contractor* at his own expense to the *Supervisor's* approval. The premises shall be left clean and fit for occupation at completion of the work.

### 7.2.6 Smooth Finish

- a) Where described as "finished smooth from the mould" such surfaces shall have a layer of fine stuff composed of 1:4 (1 part cement and 4 parts clean fine sand by volume) packed against the faces of the mould before placing the concrete backing. The concrete backing shall be disposed into the moulds in a wet state (not dry pressed) while the facing is still wet.
- b) Projections shall be rubbed off the faces shall be of even colour and free from blemishes, cracks and other imperfections. Salient angles shall be arras rounded.

## 7.3 Civil Engineering and Structural Works

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

7.3.2 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in the Works Information and the conditions of contract, the conditions of contract take precedence within the ECC contract.

7.3.3 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this paragraph 4.3 of the Employer's Works Information and specific statements contained elsewhere in C3.1 Employer's Works Information, the specific statements contained elsewhere shall prevail, without prejudice to the Project Manger's express duty to resolve any ambiguity or inconsistency in the Works Information under ECC Clause 17.1.

7.3.4 Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:

7.3.5 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);

7.3.6 Within SANS 1200 A: GENERAL 2.3 DEFINITIONS, the following apply:

7.3.7 “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;

7.3.8 “Adequate” is deleted. The Project Manager notifies the Contractor where the Contractor has not complied with the Works Information;

7.3.9 “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);

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

7.3.11 “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.

7.3.12 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).

7.3.13 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.

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

7.3.15 Where the word or expression “Plant” is used, read “Equipment”.

7.3.16 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.

7.3.17 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.

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

7.3.19 Where the word or expression “specification” is used, read “Works Information”.

7.3.20 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.

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

7.3.22 Where the word or expression “Engineer” is used, read “Supervisor”.

7.3.23 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).

7.3.24 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 used within this paragraph 6.3 of C3.1 Employer’s Works Information.

### **7.3.25**

#### **(a) Site clearance and earthworks**

7.3.25.a.1 Scope of work

The works for the site clearance, earthworks and layer works include the following:

- i. Clearing of site.
- ii. Exposing of existing services where required.
- iii. Excavation for the construction of fence plinths, fence foundations, field junction box plinths and spike installations:

- a. Rip and re-compact in-situ material to minimum 90% Mod. AASHTO
- b. Backfilling with suitable material in layers of 150mm to minimum 90% Mod. AASHTO
- iv. And any other work arising out of or incidental to the above, or required of the Contractor for the proper completion of the works.

This section, “Site Clearance, Earthworks and Layerworks”, shall be read in conjunction with the following SABS, Transnet standard specifications and other relevant specifications.

<b>SANS Specifications</b>	
SANS 1200 C	Site Clearance
SANS 1200 D	Earthworks
SANS 1200 GM	Concrete (small works)

#### 7.3.25.a.2 Earthworks (SANS 1200D)

Classification (Sub-clause 3.1)

Notwithstanding the provisions of sub-clause 3.1, the materials excavated will not be classified for the purposes of measurement and payment. The unit rate for excavation shall cover excavation in all materials other than hard rock.

#### 7.3.25.a.3 Spoil site

- i. All excess material shall be spoiled off site in a spoil area to be identified by the Contractor. The Contractor is to allow for everything necessary to load, haul, tip and spread and compact if necessary. Spoiling on Transnet property shall not be permitted unless a specific authority is obtained in writing. The Contractor shall provide written confirmation that permission has been obtained from the operator /owner of the spoil site that they have accepted the material and all obligations in regarding to the spoiling of material has been met.
- ii. Where hazardous or contaminated material needs to be spoiled, the *Contractor* shall do so at an approved disposal site. The *Contractor* shall be responsible for receipt of a spoil certificate from the spoil site, which he shall copy to the *Project Manager*.

#### 7.3.25.a.4 Exposing existing services

- i. Existing services from Phase 1 of the development have been identified from as-built information, including; raw and potable water supply, electrical, communication, stormwater and sewer infrastructure; however, the *Contractor* will be required to prove services prior to removal. The *Contractor* shall take the necessary precautions to ensure that the services are not damaged.
- ii. The majority of the construction is in a “green-fields” area. Services routed are proposed services and will be connecting to existing services that were constructed in Phase 1 of the project.
- iii. The *Contractor* shall be held responsible for any damage to known services (i.e. services that are within the site of the works and are shown on the drawing) and he shall take all necessary measures to protect them. In the event of a service being damaged, the *Contractor* shall immediately notify the Technical Officer. The *Contractor* shall not repair any such service unless he is instructed to do so.

#### 7.3.25.a.5 Measurement and Payment

Measurement and payment shall be in accordance with relevant SANS 1200 clauses. The unit of measurement for the individual items shall be as detailed in the bill of quantities.

#### 7.3.25.a.6 Backfilling

- i. The unit of measurement shall be per cubic metre backfilled.
- ii. The rate tendered shall include all costs incurred for selecting and transporting approved backfill material, backfilling and compacting to the required level.

7.3.25.a.7 Saw Cutting

The unit of measurement shall be per linear metre of a 100mm deep saw cut. The rate shall include all costs involved in saw cutting through the existing concrete foundations/asphalt surfacing when instructed by the *Supervisor* on site.

7.3.25.a.8 Materials

- i. Disposal of material  
All vegetation, trees, etc. resulting from site clearance shall be removed off site to a disposal dump to be selected by the *Contractor*. The haulage, dump costs and any levies etc. shall be deemed to be included in his tendered rates. Burning of materials on site shall not be permitted.

- ii. Imported Backfill material

Backfill material shall be selected from the commercial sources and placed in 100 – 200mm layers (or as specified by the engineer). No clay shall be used as backfill.

7.3.25.a.8 The fence installation must conform to the following requirements:

- i. Certificate of compliance for materials and coatings
- ii. Quality control program shall be submitted to the Project Manager for review prior to commencement of any work
- iii. Product Performance Guarantee Certificate (min 10 years)

**(b) Concrete, Formwork and Reinforcement**

This section covers the construction of all new reinforced concrete and associated concrete works requirements that may be required for the proposed works for Security Systems for Landside and Berth B100 at the Port of Ngqura, as directed by the Engineer.

7.3.25.b.1 Particular specifications

The following specifications shall apply:

- i. All in situ concrete work (mass and reinforced) shall comply with SANS Specification 1200G (“8 Measurement and Payment” is not applicable) supplemented by the clauses in this section. Where SANS Specification 1200G and the clauses in this section are in conflict the clauses in this section shall take precedence.
- ii. In addition, the "Model Preambles for Trades" as recommended and published by the Association of South African Quantity Surveyors, 1999 Edition, shall be read in conjunction with and shall apply to all items in the Bill of Quantities not covered by the 'SANS Standardised Specifications' SANS 1200 Series
- iii. Where the term “plain concrete” appears in SANS Specification 1200G it shall be read as “mass concrete”.

SANS 1200 G	Concrete
SANS 2001: CC1	Construction Works: Concrete Works (Structural)
SANS 1083: 2006	Aggregates from natural sources
SANS 10100-2:2000	The Structural use of concrete – Part 2: Materials and execution of work.

SANS 50197-1:2000	Cement – composition, specifications and conformity criteria. Part 1: Common cements
SANS 1491-1:2005	Portland cement extenders – Part 1 Ground granulated blast furnace slag
SANS 1491-2:2005	Portland cement extenders – Part 2 Fly ash.
SANS 1491-3:2006	Portland cement extenders – Part 3 Condensed Silica Fume
S437 (Transnet)	Concrete Pavement

#### 7.3.25.b.2 Cement

Common cements, complying with SANS 50197-1 shall be used for all concrete work. On no account shall masonry cements be used for concrete work, even if the strength designations are the same as for common cements.

The *Supervisor* for test purposes may require samples of cement from any one, or from every consignment. Cement in any consignment from which a sample may have been taken for testing shall not be used until it has been approved. Allowance must be made for possible delay in that tests may take 10 days to carry out.

Bags of cement shall be stacked in a waterproof, solidly constructed shed with a central door and a floor rendered damp-proof with a tarpaulin. The bags of cement shall be closely stacked (but not against walls) in order to reduce air circulation in such a manner that the cement is used in the order in which it was received, i.e. first in first out.

#### 7.3.25.b.3 Coastal zone

Where the *Works* is within one kilometre from the sea, one or more of the following cementitious binders shall be used in all concrete applications.

- Blast furnace cement, Type III/A, certified as containing not less than 40% and not more than 50% milled granulated blast furnace slag (MGBS), or
- A blend of Type 1 Portland cement with not less than 40% and not more than 50% MGBS. MGBS shall comply with SANS 1491 Part 1., or
- Fly ash cement Type II/B-V or Portland fly ash cement Type II/B-W, certified as containing not less than 25% and not more than 30% fly ash shall comply with SANS 1491 Part 2.

#### 7.3.25.b.4 Alkali reactive concrete

Alkali Reactive Aggregates shall not be used in this project. The equivalent Na<sub>2</sub>O content of the concrete shall not exceed 2, 0 kg/m<sup>3</sup> where % Na<sub>2</sub>O equivalent = % Na<sub>2</sub>O + (0,658 x %K<sub>2</sub>O)

#### 7.3.25.b.5 Aggregates

- i. Fine and coarse aggregates:

Fine and coarse aggregate shall comply with the relevant clauses of SANS 1083.

Where aggregates have constituents, which in the opinion of the Project Manager, may give rise to damage due to alkali-aggregate reactions, the provisions of 6.3.3.3 shall be applicable.

Evidence of compliance of the aggregates with the requirements of 6.3.3.1 & 6.3.3.2 shall be furnished as early as practical. No aggregate shall be delivered for use in the works until approval is given.

ii. Sand (fine aggregate):

The fine aggregates shall comply with the requirements of SANS Specification 1083. Other aggregates may be approved if they have a satisfactory history and/or test results.

No aggregate may be used until it has been approved. Samples having a mass of 25kg 16.5 litres of the proposed aggregate to be used may be required by the Supervisor for test purposes. Samples having a mass of 25kg shall be forwarded every 3 months during concreting work and also if the source of supply is changed. Allowance must be made for a possible delay in that the tests may take 14 days to carry out.

7.3.25.b.6 Admixtures

Admixtures containing chlorides will not be permitted in reinforced concrete.

7.3.25.b.7 Cover blocks

Cover blocks used to ensure the cover to reinforcement shall be made of cement mortar.

Cover blocks shall be dense and have a minimum 28-day crushing strength of 30 MPa and shall be cured in water for at least 14 days before being used.

Cover/spacer blocks made of plastic will not be permitted.

7.3.25.b.8 Concrete quality

Prior to the start of any concrete work on site, the Contractor shall submit a quality assurance plan which will ensure compliance with specification and provide acceptable documentary evidence that all specified operations have been carried out satisfactorily.

Where the minimum dimension to be placed during a single pour is larger than 600mm, and the cement content of the reinforced concrete exceeds the following:

Cement Types I and II/ \* S : 400 kg/m<sup>3</sup>

Cement Types II/B-V and II/B-W : 450 kg/m<sup>3</sup>

The Project Manager may require that measures be instituted to reduce heat development in the concrete.

7.3.25.b.9 Unreinforced concrete

Unreinforced concrete cast against excavated surfaces 15 MPa/19mm Concrete

Surface blinding under footings and bases. Mass concrete to ground plinths

7.3.25.b.10 Batching

All cementitious binders shall be batched by full sack or by mass batching with approved precision weighing equipment.

All aggregates shall be precisely measured by mass using approved precision weigh-batching equipment unless otherwise permitted by the Project Manager.

Should any variation in the composition of the aggregate become apparent, the Project Manager shall be notified and a further sample of aggregate submitted immediately for his approval.

#### 7.3.25.b.11 Concrete placing

The size, shape and depth of any excavation shall be approved by the Project Manager before concrete is placed.

Unless otherwise permitted by the Project Manager, no concrete shall be placed until the fixed reinforcement has been accepted by him and confirmed in writing by way of a release certificate signed off by:

- The *Supervisor*
- The Surveyor - It shall be the responsibility of the *Contractor* to call the Surveyor prior to pouring concrete to verify and confirm all levels, co-ordinates and alignment of the structure to be cast.

No concrete shall be placed unless both the above signatories appear on the Pour Release Certificate.

#### 7.3.25.b.12 Construction joints

Unless otherwise shown on the drawings, the exact position of horizontal construction joints shall be marked on the formwork by means of grout checks in order to obtain truly horizontal joints.

Stub columns, stub walls and stays on footings shall be cast integrally with the footing and not afterwards, even where another class of concrete is being used.

Joint lines shall be so arranged that they coincide with features of the finished work.

Where new concrete is to be cast against a hardened concrete surface, neat cement slurry mixed to a creamy consistency shall be brushed onto the cleaned concrete surface.

Contraction joints shall be smooth and shall have one coat of limewash or PVA applied to the older surface prior to casting the fresher concrete.

#### 7.3.25.b.13 Movement Joints

All movement joints are to be filled in with approved bitumen impregnated soft board or expanded polyethylene strip unless otherwise specified or detailed on drawings. Descriptions (prices) of movement joints shall be deemed to include formwork.

#### 7.3.25.b.14 Grouting

For 25 MPa non-shrink cementitious grout: Bedding approximately 25mm thick under base plate including chamfered edges all round.

#### 7.3.25.b.15 Curing compound

Unless otherwise directed by the Project Manager, the curing compound shall be:

An approved trafficable, resin-based, white pigmented, membrane-forming for slopes flatter than 1:1.

An approved clear, aesthetically acceptable, membrane-forming for all other concrete surfaces, including beam and slab soffits.

The curing compound shall comply with specification ASTM C309, except that the maximum permissible water loss in the test shall be 0, 40 kg/m<sup>2</sup>.

Alternatively, the curing compound shall be acceptable if the treated concrete retains 90% or more of its mixing water when subject to the test set out in BS 8110 Part 1 – Chapter 6.6.

#### 7.3.25.b.16 Curing compound application

The total application rate of the curing compound shall be the greater of the supplier's specification or 0.90 l/m<sup>2</sup>. On textured concrete surfaces, the total application rate shall be 0.90 l/m<sup>2</sup>.

In cases of concrete surfaces with run-off problems, it may be necessary to apply more than one coat of membrane-forming curing compound to obtain the specified total or cumulative application rate.

Curing in accordance with SANS 1200 G shall commence on all concrete surfaces as soon as it is practical in the opinion of the Technical Officer.

On unformed surfaces the curing compound shall be applied after finishing and as soon as the free water on the surface has disappeared and no water sheen is visible, but no so late that the liquid curing compound will be absorbed into the concrete.

On formed surfaces, the exposed concrete shall be wet with water immediately after the forms are removed and kept moist until the curing compound is applied.

Application of the curing compound shall begin once the concrete has reached a uniformly damp appearance with no free water on the surface.

Application of the compound may be done by hand or power spray.

The compound shall be applied at a uniform rate with two applications at right angles to each other to ensure complete coverage

Pigmented compounds, without a thixotropic agent, shall be adequately stirred to assure even distribution of the pigment during application.

Unless otherwise directed by the Project Manager, the initial 24-hour curing of concrete surfaces not covered by formwork shall be carried out by ponding, covering with constantly wetted sand or mats, or continuous spraying in accordance with SANS 1200 G when the following climatic conditions occur:

Wind velocity greater than 5 m/s and/or

Ambient temperature is above 25 °C and/or

The relative humidity is below 60 %

If plastic shrinkage occurs, the concrete, while still plastic, shall be re-vibrated, floated and re-coated with curing compound as if no curing has previously taken place.

#### 7.3.25.b.17 Curing period

The curing period for concrete containing only CEM 1 shall be 7 days.

The curing period for concrete containing CEM 1 plus cement extenders (MGBS, FA) shall be 10 days.

The curing period will start on completion of the concrete pour and for formed surfaces shall include the time for which forms are still in place after the pour.

#### 7.3.25.b.18 Concrete records

The Contractor shall maintain the following daily records for every part of the concrete structure and shall make these available at all times during the progress of the work for inspection by the Project Manager:

- The date and time during which concrete was placed
- Identification of the part of the structure in which the concrete was placed
- The mixed proportions and specified strength
- The type and brand of cement
- The slump of the concrete
- The identifying marks of test cubes made
- Curing procedure applied to concrete placed
- The times when shuttering was stripped and props removed
- The date of despatch of the cubes to the testing laboratory
- The test results
- The records shall be delivered to the Project Manager each week except in the case of sub-standard concrete when the Project Manager shall be informed immediately.

#### 7.3.25.b.19 Tolerances

Deviations shall be within the limits listed in SANS 1200 G for degree of accuracy II unless otherwise specified.

#### 7.3.25.b.20 Testing and monitoring

The frequency of sampling and testing shall be as specified in SANS 1200 G.

If the quantity of concrete from which samples were taken exceeds 40 m<sup>3</sup>, it shall be subject to the testing of a minimum of 3 sets of samples per day from each grade of concrete placed in each independent structure.

If the quantity of concrete from which samples were taken is less than 40 m<sup>3</sup>, it shall be subject to the testing of a minimum of 2 sets of samples per day from each grade of concrete placed in each independent structure.

#### 7.3.25.b.21 Cost of test

The costs of making, storing and testing of concrete test cubes as required under clause 7 'Tests' of SANS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Project Manager. The testing shall be undertaken by an independent firm or institution nominated by the Contractor to the approval of the Project Manager (Test cubes are measured separately).

If the quantity of concrete from which samples were taken exceeds 40 m<sup>3</sup>, it shall be subject to the testing of a minimum of 3 sets of samples per day from each grade of concrete placed in each independent structure.

If the quantity of concrete from which samples were taken is less than 40 m<sup>3</sup>, it shall be subject to the testing of a minimum of 2 sets of samples per day from each grade of concrete placed in each independent structure.

If the Contractor disputes the results of the tests on concrete cubes, the concrete represented by the cubes will be considered acceptable if the Contractor, at his own cost, proves to the satisfaction of the Project Manager that the estimated actual strength of cores taken from the structure, determined in accordance with SANS Standard Method SM 856, is not less than the specified strength.

If the strength of the concrete fails to meet the acceptance criteria stipulated, the Project Manager may in his sole discretion and in addition to the options listed in SANS 1200 G:

Accept the concrete subject to approved remedial measures being undertaken by the Contractor; or

Permit the concrete to remain subject to the payment of a penalty The penalty referred to will be determined as follows:

$$\text{Penalty} = V \times R \times F$$

Where,

V = Volume (in the opinion of the Project Manager) of concrete of unsatisfactory strength represented by the test result.

R = Relevant scheduled rate

$$F = \sqrt{\frac{\text{Average strength of unsatisfactory concrete}}{\text{Specified strength 6 MPa}}}$$

Where the relevant scheduled rate (R) includes the cost of formwork

or

$$F = \sqrt{\frac{\text{Average strength of unsatisfactory concrete}}{\text{Specified strength 6 MPa}}}$$

Where the relevant scheduled rate (R) excludes the cost of formwork or where no formwork was involved.

#### 7.3.25.b.22 Formwork

Rough formwork (degree of accuracy ii)

Rough Formwork to Sides:

- Strip footings.
- Bases.

Rectangular columns in foundations. Edges not exceeding 300mm high

#### 7.3.25.b.23 Reinforcement (provisional)

- High tensile steel reinforcement to structural concrete work:
  - In various diameters and lengths
  - Mild steel reinforcement to structural concrete work
  - In various diameters and lengths
  - High tensile steel reinforcement to structural concrete work
- Fabric reinforcement:
  - Fabric reinforcement type as specified on structural drawings

### (c) Cable Ducts

#### 7.3.25.c.1 Scope of Work

The works for the cable ducts include the following:

- Excavation, bedding and backfill for cable ducts.
- Supply and lay PVC pipes.
- Laying of cable duct markers.
- Construction of electrical and communication manholes.
- And any other work arising out of or incidental to the above, or required of the *Contractor* for the proper completion of the works.

#### 7.3.25.c.2 Supporting Specifications

This section, "Cable Ducts", shall be read in conjunction with the following SANS standard specifications:

<b>SANS Specifications</b>	
SANS 1200 DB	Earthworks (Pipe trenches)
SANS 1200 LB	Bedding (Pipes)
SANS 1200 LC	Cable ducts

#### 7.3.25.c.3 Materials

All cable ducts shall consist of the indicated number and size of pitch impregnated fibre pipes or, where indicated, hard setting durable plastic pipes.

#### 7.3.25.c.4 Construction

Laying: Unless otherwise directed by the *Supervisor*, the ducts shall be laid as shown on plan layout drawing of the Standard Specification.

Excavation: SANS 1200 LC specifications shall be adhered to.

#### 7.3.25.c.5 Depth, position and marking of ducts

##### i. Electrical Cable Ducts

All cable ducts are to be laid 800mm below finished road level (or as specified on drawings) and the pipes must protrude 500mm beyond the edge of the hardened roadway or storm water drain. Both ends of each duct must be sealed with an end cap. The position of each duct crossing shall be indicated on site using suit-able markers; Draw wires must be provided in each duct and duct ends must be sealed with suitable stoppers. A double strand copper wire of at least 2,8mm<sup>2</sup> cross section that will serve as a screen and is to be installed approximately 200mm above all ducts over its entire length.

##### ii. Communication manholes

All brickwork shall be built in manhole bond i.e. stretchers only on the inside face, using cement mortar as specified. Bricks shall be well soaked before use and the previous course shall be wetted before bricks are laid thereon. All joints on the internal face (and the external face above ground) shall be half round recessed and shall be well rubbed with a standard jointing tool of suitable size to ensure that the entire exposed surface on the joint presents a smooth and polished appearance. Intersecting walls shall be properly toothed with each other and all angles levelled and plumbed. Should cement bricks be utilised, then all internal surfaces shall be plastered with a 12mm thick 3:1 cement sand mortar mix.

When brick built' manholes are constructed in wet ground, the external surfaces shall be rendered with 12mm thick 3:1 cement sand mortar mix.

#### 7.3.25.c.6 Corrosion Protection

All exposed (i.e. not buried) valves, pipes and specials shall be prepared and protected as follows:

- i. The surface shall be prepared by abrasive blasting to SIS Sa 2.5.
- ii. A twin pack ethyl base inorganic zinc silicate primer shall be applied within 24 hours of the abrasive blasting, to a minimum dry film thickness of 75 microns.
- iii. A polyimide cured high build epoxy undercoat shall be applied to a minimum of 60 microns dry film thickness.

- iv. A twin pack polyurethane enamel-finishing coat shall be applied to a minimum of 35 microns dry film thickness.
- v. Step c and d shall be carried out after erection; any damage to the primed surface shall be touched up with the zinc rich primer. The above shall be read in conjunction with the paint manufacturers specifications for that particular paint.

For all buried steel and cast-iron fittings clause 3.9.1 and clause 3.9.6 of SANS 1200 L shall apply. All buried steel pipes shall be protected against corrosion in accordance to SANS 10129 by treatment with a compatible primer, packed with a bitumen- or tar-based mastic and wrapped with an approved plastic tape to the requirements of SANS 1117.

## 7.4 Electrical Engineering and Mechanical Works

The Contractor shall ensure that the works comply with the following Employer Specifications, as well as all Transnet Standards and specifications that are referenced in attached Annexure:

- 7.4.1. 1127672-B01-SP-001: Camera Mast Technical Specification
- 7.4.2. 1127672-B01-SP-0002: PA & Security System Technical Specification

## 8 LIST OF DRAWINGS

### 8.1 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.

CCTV, PAS, Access Control and Perimeter Intruder Detection System		
Drawing number	Revision	Title
1124367-1-005-K-LA-0001-01	0C	Landside Phase 2: Entrance Facility Security System Layout
1124367-1-005-K-LA-0005-01	0C	Landside Phase 2: Substation Security Layout
1126901-1-B01-E-LA-0015-01	0C	Berth B100 CCTV and PA System site layout
1126901-1-B01-E-LA-0015-02	0C	Berth B100 Control building and Electrical room CCTV, PAS and ACS layout
1126901-1-B01-E-LA-0015-03	0C	Berth B100 Pump house CCTV and PA system layout
1126901-1-B01-E-LA-0015-04	0C	Berth B100 Guard house CCTV and PAS and ACS layout
1124367-1-004-K-DE-0005-01	0B	Perimeter CCTV Typical Layout

1124367-1-004-K-DE-0005-02	0B	Perimeter Intruder Detection System (PIDS) Layout
1124367-1-004-K-LA-0004-01	0B	New East Bank Perimeter Security Fence CCTV Layout Sheet 1 Of 8
1124367-1-004-K-LA-0004-02	0B	New East Bank Perimeter Security Fence CCTV Layout Sheet 2 Of 8
1124367-1-004-K-LA-0004-03	0B	New East Bank Perimeter Security Fence CCTV Layout Sheet 3 Of 8
1124367-1-004-K-LA-0004-04	0B	New East Bank Perimeter Security Fence CCTV Layout Sheet 4 Of 8
1124367-1-004-K-LA-0004-05	0B	New East Bank Perimeter Security Fence CCTV Layout Sheet 5 Of 8
1124367-1-004-K-LA-0004-06	0B	New East Bank Perimeter Security Fence CCTV Layout Sheet 6 Of 8
1124367-1-004-K-LA-0004-07	0B	New East Bank Perimeter Security Fence CCTV Layout Sheet 7 Of 8
1124367-1-004-K-LA-0004-08	0B	New East Bank Perimeter Security Fence CCTV Layout Sheet 8 Of 8
1124367-1-004-K-LA-0002-01	0C	PoN Landside Phase 2 Mainroad Security Layout 1 of 5
1124367-1-004-K-LA-0002-02	0C	PoN Landside Phase 2 Mainroad Security Layout 2 of 5
1124367-1-004-K-LA-0002-03	0C	PoN Landside Phase 2 Mainroad Security Layout 3 of 5
1124367-1-004-K-LA-0002-04	0C	PoN Landside Phase 2 Mainroad Security Layout 4 of 5
1124367-1-004-K-LA-0002-05	0C	PoN Landside Phase 2 Mainroad Security Layout 5 of 5
1124367-1-004-K-LA-0003-01	0C	PoN Landside Phase 2 Perimeter Fence Security Layout 1 of 4
1124367-1-004-K-LA-0003-02	0C	PoN Landside Phase 2 Perimeter Fence Security Layout 2 of 4
1124367-1-004-K-LA-0003-03	0C	PoN Landside Phase 2 Perimeter Fence Security Layout 3 of 4
1124367-1-004-K-LA-0003-04	0C	PoN Landside Phase 2 Perimeter Fence Security Layout 4 of 4

## 9 MANAGEMENT AND START UP

### 9.1 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:
Kick-Off Meeting	Prior to Commencement of Construction	Port of Ngqura	<i>Employer, Contractor (key persons) and Project Manager (appropriate delegates)</i>
Contract Progress Meeting	Fortnightly	Port of Ngqura	<i>Employer, Contractor (key persons) and Project Manager (appropriate delegates)</i>
Risk Register and Compensation Events	Weekly	Port of Ngqura	<i>Project Manager (and appropriate delegates), Supervisor (and appropriate delegates) and Contractor (appropriate key persons)</i>
Monthly SHE meeting	Monthly	Port of Ngqura	<i>Employer, Project Manager (and appropriate delegates), Contractor (line management, site Supervisors, safety officer, environmental officer and safety reps)</i>
Safety Visible Felt Leadership Walkabout	Weekly	On Site	<i>Project Manager (and appropriate delegates) and Contractor (appropriate key persons)</i>
Safety Workshop	Bi-weekly	On Site	<i>Contractor's site Supervisors</i>
Safety Committee Meeting	Every second month	Port of Ngqura	<i>Employer, Contractor (key persons) and Project Manager (appropriate delegates)</i>

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.

## 9.2 Documentation Control

The *Contractor* provides documentation in accordance with the requirements of the *Contractor* Documentation Submittal Requirements and the *Contractor* Documentation Schedule (CDS) and makes specific reference thereto within his Quality Management System and Quality Procedures.

The *Contractor* Document Submittal Requirements is contained within Annexure B (*Contractor* Documentation Submittal Requirements) of the *Works* Information.

A standard *Contractor* Documentation 'Starter Kit' will be issued to the *Contractor* upon award and consists of the following:

- i. Standard Project Drawing Sheet;
- ii. *Contractor* Document Register (DOC-FAT-0002);
- iii. A4 Review Coversheet for Documents (DOC-FAT-0067);
- iv. Document Deliverable Matrix (DOC-FAT-0075).

The *Contractor* shall assign a dedicated person to provide the services required to execute the documentation control function.

The nominated individual shall be fully conversant with document control systems and be suitably qualified with a minimum of 5 years' experience in Document Management to provide an acceptable interface with the *Employer's* Document Control. The CV of the nominated person shall be submitted to the Project Manager for approval.

## 9.3 Safety risk management

The *Contractor* complies with the following HAS specifications and standards:

- i. Annexure D: Health and Safety Project Specification 1124367-02-HS-SP-0001;
- ii. Occupational Health and Safety Act (Act 85 of 1993) and Regulations;
- iii. Transnet health and safety policies and procedures;
- iv. National Road Traffic Act.

The *Contractor* ensures that its *Sub-Contractors* comply with the above mentioned requirements.

The *Employer* will acknowledge the achievement of specific safety milestones set for the project with regards to incident statistics, incident recording, safety observation and conversations (SOC's) participation, safety initiatives, etc.

The *Contractor* makes the HAS specification available to its employees and *subcontractors* in the language of this contract and other local languages as required.

The *Contractor* conducts a risk assessment and method statement pack prior to carrying out any activity on the Site to the approval of the *Project Manager*.

The lines of communication of the various personnel acting on behalf of the *Project Manager*, who communicates directly with the *Contractor*, and his key persons with respect to the HAS specification, are contained within Annexure D (Health and Safety Project Specification 1124367-02-HS-SP-0001). One such person is the Clients appointed PrCHSA who will be responsible for obtaining the project construction work permit.

The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to the HAS Project specification and health and safety issues as per Annexure C (Health and Safety Specification 1124367-02-HS-SP-0001

The *Contractor* shall appoint a full time CHSO per shift, registered with SACPCMP for the duration of the *Works*, the number of which depending on the scope, complexity, and high risk activities involved, as required by the Construction regulations of 2014, regulation 8(5). The Health and

Safety Officer(s) must be on site when work commences at the start of the day and must remain on site until all activities for that day (including the activities of sub-Contractors) have been completed.

The CM is responsible, within the context of the HAS project Specification, for health and safety on the Site and reports to the *Project Manager*. The CM specific tasks are detailed in:

- i. Annexure C (Health and Safety project Specification 1124367-02-HS-SP-0001).

All items of plant, Equipment and vehicles travelling within the Site shall be equipped with fully operational amber rotating flashing lights. All vehicles shall be roadworthy and shall at all times adhere to all traffic signage and speed limits.

All employees of the *Contractors* will undergo entry medicals before the commencement of the project and thereafter on an annual basis inclusive of exit medicals at the Coega Development Corporation (CDC). Medicals to include drug testing

Trainings as stipulated in the HS project specification will be conducted by relevant *Contractors* employees before the commencement of the project

All will comply with PPE requirements as mentioned in this document as well as HS project specification taking note that only long sleeve pants and shirts are allowed to be worn on site

Transportation of employees will not be allowed at the back of bakkies.

All permit costs required for any activities relating to the project shall be for the *Contractors* account.

The *Contractor* shall further comply with all applicable legislative requirements and standards with respect to his own activities and others on the Site. A health and safety file to be submitted by the *Contractor* for approval by the *Employer* or *Employers* representative before site access can be granted. In addition, sufficient time to be allowed for health and safety file to be approved by the *Employer's* HS Staff as well as TNPA SHEQ Department

## 9.4 Environmental constraints and management

### 9.4.1 General

All work is to be conducted in accordance with the principles of the National Environmental Management Act, 1998 (Act no 107 of 1998) as well as all other applicable legislation, regulations and the accepted environmental good practice.

A project specific Construction Environmental Management Programme (CEMPr) has been compiled and is included under Annexure E (Environmental Management Programme). The CEMPr has been aligned with the Final Basic Assessment Report (BAR) and Environmental Authorization (EA) for the Project. A copy of the EA and subsequent Amendment is included under Annexure E (Environmental Documentation).

The CEMPr provides an integrated approach to environmental management. This approach is designed to guide the appropriate allocation of human resources, assign responsibilities, develop procedures and ensure project compliance with regulatory and best practice requirements. The CEMPr is the minimum acceptable standard for the Project that shall be complied with at all times. The CEMPr requirements shall be applicable to the main *Contractor* and all its service providers.

The *Contractor* must sign the declaration of understanding as a commitment to abide with the Project CEMPr and the *Employer's* Environmental Governance Framework. Sufficient environmental budget must be allocated to meet all the project environmental requirements for the duration of the contract.

The *Contractor* shall perform the *Works* and all construction activities within the Site and Working Areas having due regard for the environment and environmental management practices as more particularly described within the CEMPr.

The *Contractor* must appoint a suitably qualified Environmental Officer with a relevant environmental qualification and a minimum of 5 years relevant construction environmental management experience.

The roles and responsibilities of the *Contractor's* EO are clearly outlined in the CEMPr. The appointed EO is required to be on site daily on a full time basis. Alternative arrangements must be made where night shifts are proposed. In such instances an EO must be on site for a minimum of 4 hours of the shift. The EO must be a dedicated resource to the environmental discipline and may not be shared with any other discipline on site such as Health and Safety or Quality.

The *Contractor* will be required to submit an environmental file to the *Project Manager* post award of tender. Particular requirements of the *Employer* will be made known on award of the contract. A Site access certificate shall not be granted until the environmental file has been approved by the *Employer*.

#### 9.4.2 Environmental Obligation

The overarching obligations of the *Contractor* in terms of the CEMPr before construction activities commence on the Site and/or Working Areas is to provide environmental method statements for all construction operations at the Site and/or Working Area and where requested by the Construction Manager. The *Contractor* shall comply with the following:

- i. The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of their activities and accordingly prepare separate method statements describing how each of these impacts will be prevented or managed so that the standards set out in the CEMPr are achieved.
- ii. Environmental method statements will be prepared in accordance with the requirements set out in the CEMPr. These method statements shall form part of the environmental file.
- iii. The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the Environmental Induction Programme prior to commencing any work on Site.
- iv. If new personnel commence work on the Site during construction, the *Contractor* shall ensure that these personnel undergo the Environmental Induction Programme and are made aware of the environmental specifications on Site.

The *Contractor* shall take note of the environmental sensitivity of the Project area and surrounding areas and shall erect and maintain a highly visible temporary fence/barrier along the boundaries of the Site and around any no-go areas that may be pointed out by the Project Environmental Manager. Site demarcation must be done and be in place prior to commencement of any construction related activity, to the satisfaction of the Construction Manager and Project Environmental Manager.

The *Contractor* must take note of various environmental monitoring requirements during construction, as specified by the CEMPr, and must make adequate allowance for undertaking specified monitoring.

The *Contractor* must appoint a waste removal Service Providers as per the TNPA list of waste removal Service Providers (to be provided after contract award).

During the construction period, the *Contractor* shall comply with the following:

- i. Upon award the *Contractor* will receive a CD containing, but not limited to the environmental file templates and copies of the project's EA, permits and licences and CEMPr;
- ii. A copy of the project's EA, permits and licences, CEMPr and method statements shall be available on Site, and the *Contractor* shall ensure that all the personnel on Site (including *subcontractors* and their staff) as well as suppliers are familiar with and understand the specifications contained in these documents;

- iii. The *Contractor* must sign a Declaration of understanding (T2.2.38) as part of a returnable acknowledging understanding of the environmental requirements for the Project. Furthermore, sufficient environmental budget must be allocated for the implementation of environmental management requirements.
- iv. 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 the method statements have not been approved by the *Project Manager*. The scope of the required method statements for completion by the *Contractor* shall, as a minimum, include all such items as are listed within the CEMPr;
- v. 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 anyone making deliveries to Site is properly informed of all procedures and restrictions, e.g. which access roads to use, no go areas, speed limits, noise and the like, as required by the relevant project Authorisations and the CEMPr, before they arrive at Site.

The *Contractor* shall be responsible for rehabilitation/reinstatement and cleaning all areas to the satisfaction of the *Employer's* Project Environmental Manager or Environmental Officer as detailed in the CEMPr.

## 9.5 Quality assurance requirements

### 9.5.1 General Requirements

The *Contractor* shall execute the *Works* in accordance with the project specification General Quality Requirements for *Contractors* and Suppliers included in Annexure F (General Quality Requirements for *Contractors* and Suppliers) of the *Works* Information.

The *Contractor's* Quality Management System shall conform to the International ISO 9001 Standard or an equivalent standard acceptable to the *Project Manager*.

Prior to the commencement of the *Works* on Site, the *Contractor* shall submit his quality assurance proposal(s) to the *Employer* for review. *Works* on Site may only commence once these proposals have been approved by the *Employer*.

This proposal shall detail the *Contractor's* quality management system as it applies to all aspects of supply or service provision, including design, procurement, manufacturing, construction, installation, erection and commissioning. The *Contractor* shall make allowance for the provision of suitably qualified quality control staff to manage and carry out inspection on all supplier/*subcontractor* activities in all disciplines included within the *Works* Information.

### 9.5.2 Quality Policy

The Quality Policy is a concise document, approved by the *Contractor's* executive management that defines organisational goals and objectives with regard to quality, a commitment to meeting stated requirements and an undertaking to drive continuous improvement throughout the organisation's activities. It must be suitable for the organisation and provide a framework for establishing, communicating and monitoring performance against agreed quality objectives.

### 9.5.3 Project Quality Plan

The *Contractor* shall submit a Project Quality Plan (PQP), which shall also contain specific proposals and details with regard to quality control (QC) for the scope of the *Works*.

The PQP includes the *Contractor's* statement that 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.

The PQP is generally in narrative form detailing the Project Specific QA and QC systems and controls required by the *Contractor* for the specific *Works*.

The requirements for a PQP are detailed in the project standard and shall include, but not be limited to, the following:

- i. Include all quality activities relevant to the *Works*, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the specified contractual requirements;
- ii. Include a listing of all special processes (e.g. welding and non-destructive testing, cube testing, etc.) envisaged for use, including confirmation of personnel certification as required;
- iii. Include a list of all proposed method statements for Site-based work activities;
- iv. Include a description of the *Contractor's* project organization, with key positions and responsibilities identified and individuals named. The organization structure shall also indicate the resources committed to the management / coordination of QA / QC activities, both within the *Contractor's* organization and that of his *subcontractors* and suppliers;
- v. Include a listing of all Quality Control Plans (QCP's), and associated Field Inspection Checklists (FIC's), as applicable;
- vi. Identify in the PQP any supplier/*subcontractor* work. Supplier/*subcontractor* quality plans shall be approved by the *Contractor*, and a copy forwarded to the *Project Manager* for approval;
- vii. Include the proposed Authorized Inspection Authority (where applicable - for pressurized equipment and systems);
- viii. Include a Data Book Index, scheduling the proposed quality records that will form the permanent record of conformance to requirements.

#### 9.5.4 Submissions and Records

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

- i. PQP for the contract;
- ii. Quality Policy;
- iii. Index of procedures to be used;
- iv. A schedule of internal and external audits during the contract.

The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the *Works*, including all quality related documents as part of its Quality Plan.

The *Project Manager* indicates those documents required to be submitted for 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 and the dates upon which the *Project Manager* responded to documents submitted by the *Contractor*.

The index of procedures shall contain a list of the *Contractor's* quality management system procedures to be applied during the course of the *Works*, including any relevant instructions or 3rd tier quality system documentation. Where aspects of the *Works* are to be subcontracted, the *Contractor* shall include procedures for the management of suppliers and *subcontractors*.

A schedule of internal and external audits shall be included in the *Contractor's* PQP, detailing the location, frequency and extent of internal and external quality system audits to be carried out during the contract period. The schedule shall include all locations at which such audits are carried, i.e. the *Contractor's* offices and construction Sites, as well as the premises of suppliers and service providers.

#### 9.5.5 Staffing

The *Contractor* shall nominate a suitably experienced quality representative for all aspects of the *Works*, including general Site activities, with a staff complement that is adequate to perform the requirements of the PQP.

The *Contractor* shall submit the CV of his nominated quality representative for the *Project Manager's* review and approval.

### 9.6 Programming and Progress Reporting

#### 9.6.1 General

The contract programme, progress reports, subsequent updates, revisions and supplementary programmes as detailed in this section are an essential part of the project control system used by the *Employer* for managing the *Works* and in monitoring progress of the *Works*. Key dates and completion dates, as defined in the Contract Data, are incorporated into the programme.

#### 9.6.2 Tender Schedule

The *Contractor's* detailed programme, which complies with the requirements as indicated in the *Works* Information, shall be submitted in both hard and soft copy forms. Primavera P6 version 8.2 is being used by the *Employer* for planning on the project. The *Contractor* shall use a suitable computerised planning package (Primavera, MS Projects), as approved by the *Project Manager*.

The activity durations are estimated in working days and shall be realistic and based on quantities and applied resources.

The calendars used are based on normal working hours per day and working days per week, or as prescribed by the *Project Manager*.

#### 9.6.3 Network

The Critical Path Method (CPM) technique of planning and scheduling will be used for the project. The *Contractor* shall provide a programme showing the critical path(s), together with a total float report for acceptance by the *Project Manager*.

The programme network shall have no fewer activities than the technical and commercial breakdowns listed in the activity programme.

Networks are constructed to reflect the sequence of activities, using resource scheduling to stagger the performance of activities into the most probable sequence.

The activity durations are estimated in working days and shall be realistic and based on quantities and applied resources.

The calendars used are based on normal working hours per day and working days per week, or as prescribed by the *Project Manager* in accordance with the contract.

#### 9.6.4 Structure and Methodology

The programme layouts shall take into account the approved Facility Breakdown Structure (FBS), reflecting the manner in which the *Works* are to be performed. The following levels of programme are to be used for this project:

- i. Level 1 Master Programme - defines the major activities and interfaces between engineering, procurement, fabrication and construction, transportation, installation, and pre-commissioning, commissioning, and start-up. This is a high level summary programme, and is included in the monthly progress report.
- ii. Level 2 Project Programme - summary programme "rolled up" from the level 3 project programme. The structure and layout will be in accordance with the FBS as defined in the Level 3 programme.
- iii. Level 3 Project Programme - detailed programme, which is generated for tracking and control of various activities and deliverables for all phases of the project. The activities will be coded in accordance with the FBS. Various layouts and corresponding filters can be developed to reflect the requirements of the project leads and managers.
- iv. Level 4 Project Programme - This detailed, discipline-specific programme is developed and maintained by the *Contractor* and generated for tracking and control of various activities and deliverables for all phases of the project. This programme utilizes the FBS structure and relates to the programmed activities in the pricing activity programme or groups of activities. The programme represents the day-to-day activities by discipline that are work-unit based and become summarized in the Level 3 activities.

#### 9.6.5 Progress Reporting and Reports

##### 9.6.5.1 Reporting and Monitoring:

- a) To demonstrate the actual progress and forecast completion of the *Works*, the *Contractor* shall, on a weekly basis, update and submit to the *Project Manager* the latest accepted programme and progress report, including histograms and S- curves.
- b) Monitoring and review of the progress of the *Works* shall consist of an assessment of all activities currently in progress to determine percentage complete, forecast completion dates, manning histogram, showing plan versus forecast, deviations from the target programme and actions required for remedy.
- c) Weekly progress review meetings shall be conducted to report and assist control of the *Works*.

##### 9.6.5.2 Reports:

- a) Level 4 Programme - updated weekly, showing two separate bars for each task, i.e. the primary bar shall reflect the current forecast dates and the secondary bar the latest accepted programme.
- b) 3-Week Look-Ahead Programme - in the same format as above, updated and issued weekly.
- c) Manpower Histogram - updated and issued weekly, showing actual, forecast and planned manpower utilization.
- d) S-curves - updated and issued weekly, showing actual % complete versus planned % for the overall contract and utilizing the earned values as calculated by the detailed progress report.
- e) Detailed progress report - updated and issued weekly, utilizing a spreadsheet to calculate earned progress of activities, as reflected on the Level 4 programme, based on installed

quantities. Activities shall be weighted using man-hours. Report shall indicate progress 'this period' and 'progress to date'.

- f) Weekly report - a narrative report consisting of an executive summary, area/facility synopsis of the *Works* that are in progress and critical action items (top 10). The report shall be accompanied with a 3-week look-ahead programme and s-curve. A weekly health and safety report is to be submitted.
- g) Monthly report - a narrative status report submitted a week before the last Friday of each month, or as required by the *Project Manager*. The report shall include, but not be limited to, the following:
  - i. Summary of progress achieved during the reporting period;
  - ii. Latest updated programme;
  - iii. Project milestones table – planned versus actual and forecast;
  - iv. Status and performance of on-Site *Works*;
  - v. Status and performance of off-Site *Works*;
  - vi. Histograms and s-curves;
  - vii. Critical action items list (top 10).
  - viii. Health and safety monthly report

## 9.7 Contractor's management, supervision and key people

The *Contractor* provides an organogram of all his key people, as required by the *Employer* and as stated in the Contract Data, and how such key people communicate with the *Project Manager* and the *Supervisor* and their delegates.

The *Contractor* appoints an EO as a key person under ECC Clause 24.1. The EO ensures that the *Works*, including all parts thereof, are undertaken subject to prior environmental method statement(s), approved by the *Project Manager*, and ensures that all the project's EA, permits and licences and CEMPR are implemented by the *Contractor* in a timely and proper manner.

The EO provides the *Project Manager* with all environmental method statements for approval prior to commencing with the required *Works*. The EO tasks are:

- i. Daily, weekly, and monthly inspections of the Site and working areas. Monitor compliance with
- ii. the project's EA, permits and licences and CEMPr
- iii. Reporting of environmental incidents to the *Project Manager*;
- iv. Attendance at all SHE meetings, toolbox talks and induction programmes;
- v. Litter control and ensuring the *Contractor* clears litter from the Site;
- vi. Ensuring that environmental signage and barriers are correctly placed;
- vii. The EO submits daily, weekly and monthly checklists to the *Employer's* EO/ECO.

The *Contractor* nominates a CIRP as a key person under ECC Clause 24.1. The CIRP is based on Site and ensures that all reports and IR requests are submitted accurately and in a timely manner to the *Project Manager*. The *Contractor* is referred to Annexure G (Industrial Relations Policy and Management Plan). The CIRP tasks are:

- i. Dedicated to human resources, industrial relations and any other *Contractor* employee related functions;

- ii. Resolve all human resources and industrial relations matters arising from the *Contractor's* employees;
- iii. Represent the *Contractor* at all industrial relations meetings.

## 9.8 Training Workshops and technology transfer

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

- i. Pre-mobilization Workshop, scheduled for one week prior to Site establishment. Workshop will be attended by the Site management team including Site agents, all *Contractor's Supervisors* and safety personnel. Additional training will include, but is not limited to, SOC training as well as DSTI training,
- ii. Formal training as stipulated in the Health and Safety Project Specification 1124367-02-HS-SP-0001 to be attended by *Contractors* identified personnel before commencement of any Works

9.8.2 The *Contractor* provides the following documentation to the *Employer*:

- i. Health and Safety file, including Health and Safety Management Plan but not limited to:
- ii. Valid Company Letter of Good Standing
- iii. Medical certificates of fitness
- iv. Incident Management procedures;
- v. Performance Reporting;
- vi. Site Training Packages;
- vii. Safe Work Method Statements;
- viii. Safety Procedures;
- ix. Risk Assessment Process and as well as risk assessments for all activities;
- x. Insurance provided by the *Employer*;
- xi. Insurance provided by the *Employer* is contained in the Contract Data – Part 1

9.8.3 The *Contractor* arranges for, but not limited to, the following technology transfer and training to the *Employer*:

- i. Access control system and Perimeter intruder detection system
- ii. CCTV systems
- iii. Public Address system
- iv. Physical Security Information Management system

## 9.9 Contract change management

No additional requirements apply to ECC Clause 60 series.

## 9.10 Provision of bonds and guarantees

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

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

## 10 PLANT AND MATERIALS

All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials is expressly permitted as stated elsewhere in this *Works* Information or as may be subsequently instructed by the Project Manager.

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.

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.

Equipment which the General Machinery Regulations of the Occupational Health and Safety Act 85 of 1993 require special certificates and permits to operate and for the operators to be catered for by the *Contractor*. The *Contractor*, prior to using the Equipment on Site and/or Working Areas submits required documentation to the Project Manager, who vets this documentation.

The *Contractor* provides all other Plant and Materials necessary for the *Works* not specifically stated to be provided "free issue" by the *Employer*.

The *Contractor* supplies following with respect to Plant and Materials procured for the *Works*:

All certification including test certificates, user manuals, maintenance manuals and data books; Further details of specific procurement and documentation requirements are detailed in the Technical Project Specifications, included in the Annexures, and the CDS included in Annexure F of the *Works* Information.

# **ANNEXURE A: TENDER DRAWINGS**

**ANNEXURE B: *CONTRACTOR*  
DOCUMENTATION SUBMITTAL  
REQUIREMENTS: DOC-STD-0001**

**ANNEXURE C: HEALTH AND SAFETY  
SPECIFICATION: 1124367-02-HS-SP-  
0001**

**ANNEXURE D: Construction  
Environmental Management Programme  
(CEMP<sub>r</sub>) Ref 1124367X-02-RPT-0004)**

**Annexure E: ENVIRONMENTAL  
DOCUMENTATION: ENVIRONMENTAL  
AUTHORISATION, 14/12/16/3/3/1/895  
– AMENDED ENVIRONMENTAL  
AUTHORISATION, 14/12/16/3/3/1/895  
(A1)**

**ANNEXURE F: GENERAL QUALITY  
REQUIREMENTS FOR *CONTRACTORS*  
AND SUPPLIERS**

**ANNEXURE G: INDUSTRIAL RELATIONS  
POLICY AND MANAGEMENT PLAN ACM-  
IR-POL-001**

# **ANNEXURE H: STATEMENT OF COMPLIANCE**

**ANNEXURE I: TRANSNET SPECIFICATION  
HE9/2/8 - [Version 16] - July 2002**

**ANNEXURE J: PoN LANDSIDE AND BERTH  
B100: PA AND SECURITY SYSTEMS  
TECHNICAL SPECIFICATION**

# **ANNEXURE K: CAMERA MASTS SECURITY SYSTEM TECHNICAL SPECIFICATION**

# **ANNEXURE L: TRANSNET SECURITY SYSTEMS AND ICT SPECIFICATIONS**

# **ANNEXURE M: ELECTRICAL SPECIFICATIONS**

## CCTV and ACCESS CONTROL - SITE INFORMATION

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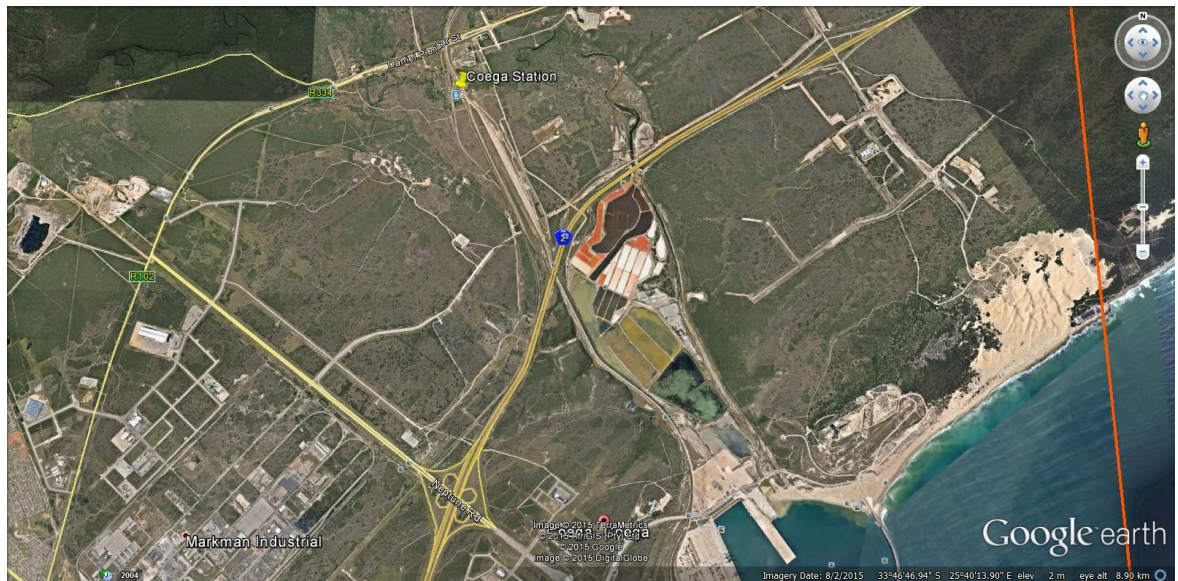
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## 1. PURPOSE

The purpose of this document is to provide information about the site and climatic condition to be expected on site for the *Contractor*.

## 2. LOCATION AND ACCESS

Port of Ngqura is located 9km North of Port Elizabeth in the Eastern Cape located in the Coega Industrial Development Zone and adjacent area. The approximate GPS co-ordinates of the site are 33°45'44.865S and 25°39'25.68E. Note that these co-ordinates do not represent a point of particular importance and are simply given to assist Contractors in locating the site and illustrated in Map below;



The N2 national road passes close to the site and access from this road to the site will be by means of the Neptune off-ramp via the Port Main Entrance toward the entrance next to the Harbour Rail line to Coega station.

## 3. CLIMATIC CONDITIONS

Port Elizabeth has been voted as having one of the best climates in the world, due to its pleasant conditions all year round. With an elevation of 60 metres above sea level, Port Elizabeth is located along the extensive South African coastline, and has the warm waters of the Indian Ocean lapping at its shores. As such, its climate is classified as being sub-tropical.

A sub-tropical climate is hot and slightly humid, but not quite as dramatically so as a tropical zone. Winters are generally cool to cold, but never present snow or frost.

### 3.1 Rainfall

In Port Elizabeth, rainfall occurs all year round, but is slightly heavier and more frequent during the winter months.

### 3.2 Temperatures

Winters present an average low temperature of about 8 to 14 degrees Celsius and daytime highs of approximately 18 degrees. Summertime highs can soar to 35 degrees Celsius, while night times are warm, at an average 22 degrees Celsius. The highest temperature ever recorded in Port Elizabeth was just less than 41 degrees, while the lowest temperature dropped to a below-freezing -0.5 degrees Celsius.

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### 3.3 Evaporation

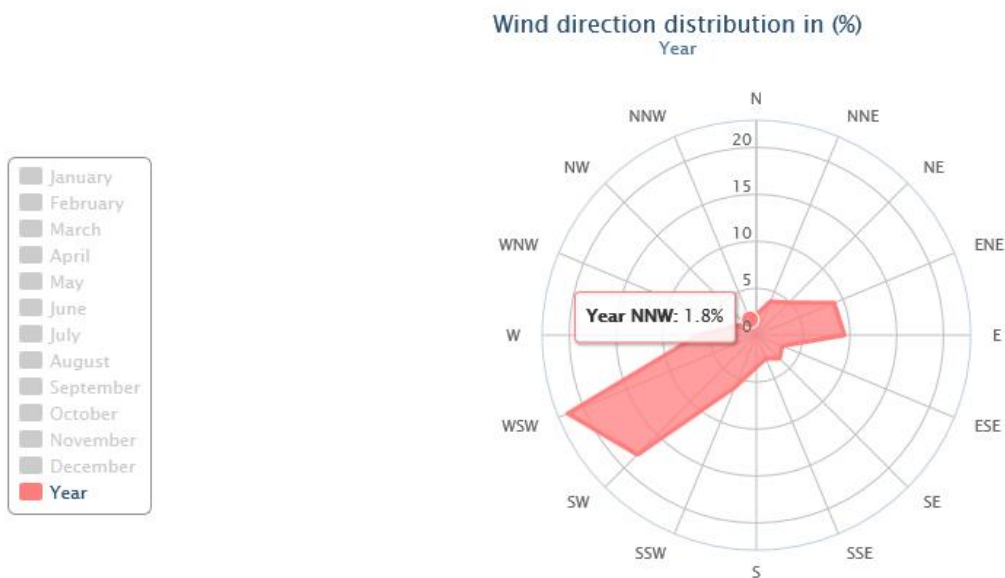
Mean annual evaporation is higher than the annual rainfall, which results in a net moisture deficit throw-out the year. (Average evaporation is in the order of 710mm per year)

### 3.4 Extreme Temperatures & Weather Conditions

August is the rainiest, wettest time of the year and January is generally the driest. Rainfall can become so heavy that the streets, valleys and residential areas of Port Elizabeth become completely flooded, endangering lives and destroying property. However, a much larger threat continues to be the unplanned fires that rage through the landscape in the dry heat of summer. These are responsible for the large-scale loss of property, animals and even people.

Port Elizabeth is also known as the “Windy City”. However, this refers mainly to the frequency of the wind, rather than to its force. Every day at about lunchtime, a breeze or light wind will begin to blow, cooling the air. Strong, gale-force winds do occur, mainly in summer, but are not frequent occurrences.

### 3.5 Annual Wind Direction



### 3.6 Rainfall and Temperatures statistic for Port Elizabeth

Month	Average Rainfall	Temperature Max	Temperature Min
January	4	23	17
February	8	23	17
March	6	21	16
April	11	20	15
May	8	20	13
June	14	19	11
July	11	18	11
August	15	18	12
September	9	18	12
October	13	19	13
November	13	20	15
December	5	21	16

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