Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE: REFURBISHMENT OF THE DOM PEDRO QUAY AT THE PORT OF PORT ELIZABETH FOR A PERIOD OF SEVEN (7) MONTHS

RFP NUMBER	**: TNPA/2026/08/0002/114695/RFP**
ISSUE DATE	**: 16 October 2026**
COMPULSORY BRIEFING	**: 26 October 2026**
CLOSING DATE	**: 16 November 2026**
CLOSING TIME	: **16h00pm**
TENDER VALIDITY PERIOD	: **12 weeks from closing date**

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

It is estimated that tenderers must have a **CIDB contractor grading designation of 7CE.**

The CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, published in Gazette Notice Gazette No. 54575 dated 24 April 2026, applies to this project.

DESCRIPTION	**REFURBISHMENT OF THE DOM PEDRO QUAY AT THE PORT OF PORT ELIZABETH FOR A PERIOD OF SEVEN (7) MONTHS**
TENDER DOWNLOADING	**This tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.**

COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at **TNPA Lower Ground Canteen** **Port Administration Building** **Green Street** **Port of Port Elizabeth** **on 26 October 2026** at **10:00 am [10 O'clock]** for a period of ± 6 (six) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.

	A Site visit/walk will take place; tenderers are to note: • Tenderers are required to wear safety shoes, goggles, long-sleeved shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. Certificate of Attendance in the form set out in the **Returnable Schedule T2.2-01** hereto must be completed and submitted with your tender as proof of attendance is required for a **compulsory** site meeting and/or tender briefing. **Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the *Employer's* Representative.** **Tenderers failing to attend the compulsory tender briefing will be disqualified.**
B.U.I.L.D PROGRAMME CONDITIONS	The successful Tenderer will be required to adhere to the requirements of the selected BUILD Programme as a condition of contract; however, the CIDB BUILD Programme will apply only where the lowest acceptable tender exceeds R20 000 000.00.
CLOSING DATE	**16:00 on** 16/11/2026. Tenderers must ensure that tenders are uploaded timeously onto the system. **If a tender is late, it will not be accepted for consideration**.

2. TENDER SUBMISSION

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

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

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for tenderer 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 tender;
- Submit tender documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic tender submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth, or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by tenderers as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

b) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to tender as well as submitting any tender.

c) Transnet will not accept a tender or will disqualify a tenderer who submits a tender in the Transnet e-tender submission through another tenderers'/Company's profile. In other words, each tenderer must register the intent to tender and submit its tender through its own profile under the same company name that will eventually tender for the tender. No company shall submit a tender on behalf of another company regardless of the company being a subsidiary or holding company.

d) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a tender on behalf of the Joint Venture.

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

f) Submissions must not contain documents relating to any tender other than that shown on the submission.

3. CONFIDENTIALITY

All information related to this tender 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 the provision of the Works, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

4. DISCLAIMERS

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

4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.

4.2. Not necessarily accept the lowest priced tender or an alternative tender;

4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;

4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;

4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;

4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;

4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;

4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);

4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.

4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this Tender with the possible consequence of being disadvantaged or disqualified as a result thereof.

4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2- 26, [**Breach of Law**], whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer*:*

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

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

Transnet urges its clients, suppliers and the general public

to report any fraud or corruption to

TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com

SECTION 1: SBD1 FORM

PART A
INVITATION TO TENDER

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF TRANSNET NATIONAL PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD							
TENDER NUMBER:	TNPA/2026/08/0002/114695/RFP	ISSUE DATE:	**16/10/2026**	CLOSING DATE:	**16/11/2026**	CLOSING TIME:	**16:00**
DESCRIPTION	**REFURBISHMENT OF THE DOM PEDRO QUAY AT THE PORT OF PORT ELIZABETH FOR A PERIOD OF SEVEN (7) MONTHS**						

TENDER RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS

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 tenders and upload their tender proposals/responses on to the system.

The Transnet Digital Procurement System (TDPS) Supplier Submission Portal can be accessed as follows:

a) Log on to the Transnet eSupplier website/Portal (https://esupplierportal.transnet.net/portal/)

b) Click on "SIGN IN/REGISTER –to register new tenderer information and ensure that all (must fill in all mandatory information is completed) OR;

- to sign in if already registered;

c) Click on "ADVERTISED TENDERS" to view advertised tenders;

d) Toggle (click to switch) the "Log an Intent" button in order to be able to activate the submission of a tender;

e) Respondents are to submit tender documents by uploading them onto the system against each tender selected. **A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

f) Tenderers to note that pricing must be completed in the eSupplier portal, electronic pricing.

g) Tenderers should ensure that electronic tender submissions are submitted at least a day before the closing date and tenderers should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by tenderers as a result of their own technical challenges.

h) No late submissions will be accepted.

i) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to tender as well as submitting any tender.

j) Transnet will not accept a tender or will disqualify a tenderer who submits a tender in the Transnet e-tender submission through another tenderers'/Company's profile. In other words, each tenderer must register the intent to tender and submit its tender through its own profile under the same company name that will eventually tender for the tender. No company shall submit a tender on behalf of another company regardless of the company being a subsidiary or holding company.

k) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a tender on behalf of the Joint Venture.

L) A detailed tenderer guide can be found on the Transnet Portal https://esupplierportal.transnet.net/

TENDERDING PROCEDURE/TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**Nondyebo Sibindlana-Tambula**
TELEPHONE NUMBER	**N/A**
FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	TNPATenderenquiries3@transnet.net

SUPPLIER INFORMATION: NB – Contact details below will be used to make contact with the tenderer. Return of other contact details anywhere else in the

tender document will NOT be used to contact the tenderer				
NAME OF TENDERER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

IT IS A CONDITION OF THIS TENDER THAT THE TAX MATTERS OF THE SUCCESSFUL RESPONDENTS BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH SOUTH AFRICAN REVENUE SERVICE (SARS) TO MEET THE RESPONDENTS TAX OBLIGATIONS.

	TCS PIN		OR	CSD No	
SUPPLIER COMPLIANCE STATUS	☐ Yes ☐ No		**BBEEE STATUS LEVEL SWORN AFFIDAVIT**		
If Yes, Who was the Certificate issued by?					

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	☐	A REGISTERED AUDITOR
		NAME:

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]

5 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	**6** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER QUESTIONAIRE BELOW]
Signature of the Tenderer	……	Date:	……

QUESTIONNAIRE TO TENDERDING FOREIGN SUPPLIERS

IS THE TENDERER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE TENDERER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE TENDERER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO

DOES THE TENDERER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.

PART B
TERMS AND CONDITIONS FOR TENDERDING

1.	**TAX COMPLIANCE REQUIREMENTS**
1.1	TENDERERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
1.2	TENDERERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
1.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
1.4	TENDERERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE TENDER.
1.5	IN TENDERS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
1.6	WHERE NO TCS IS AVAILABLE BUT THE TENDERER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
1.7	RESPONDENTS 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. ONLY FOREIGN SUPPLIERS WITH NO LOCAL REGISTERED ENTITY NEED NOT REGISTER ON THE CSD. THE CSD CAN BE ACCESSED AT HTTPS://SECURE.CSD.GOV.ZA/.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE TENDER INVALID.

SIGNATURE OF TENDERER: .....

CAPACITY UNDER WHICH THIS TENDER IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE:_____

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts published in Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019.

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

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

a) The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPG) related to the engagement of targeted enterprises as established in the CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts (published in GG 54575 of 24 April 2026).

CIDB BUILD Programme

The Employer has included CIDB BUILD Programme requirements and associated Bill of Quantities items based on the estimated contract value and the anticipated CIDB contractor grading designation at the time of tender advertisement.

The Employer reserves the right, prior to contract award, to review the applicability of the BUILD Programme requirements based on the final evaluated tender amount, any approved negotiations, corrections, arithmetic adjustments, changes in scope, or other factors affecting the final contract value.
Should the final contract value fall below the applicable threshold for BUILD Programme implementation, the Employer may remove, amend, or adjust the BUILD Programme provisions and associated Bill of Quantities items before contract award without affecting the validity of the tender process.
Conversely, should the final contract value meet or exceed the applicable threshold, the BUILD Programme requirements remain applicable and be reflected in the final contract documentation.

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 *Employer* is	**Transnet SOC Ltd** **(Reg No. 1990/000900/30)**
C.1.2	The tender documents issued by the *Employer* comprise:	
	Part T: The Tender	
	Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
	Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
	Part C: The contract	
	Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
	Part C2: Pricing data	C2.1 Pricing instructions C2.2 Bill of Quantities
	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Procurement Lead
	Name:	Nondyebo Sibindlana-Tambula
	Address:	**Transnet National Port Authority** Admin Building (eMendi) N2 Neptune Road Off Klub Road Port of Ngqura Port Elizabeth 6212
	Tel No.	
	E – mail	TNPATenderenquiries3@transnet.net

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

1. **Stage One – Test for Responsiveness:**

Step 1: Administrative and Substantive Responsiveness

- Validate whether the bid has been lodged on time;
- Verify whether all returnable documents and/or schedules [where applicable] were completed and returned by the closing date and time;
- Verify the validity of all returnable documents;
- Verify if the Bid document has been duly signed by the authorised respondent.

Check if the mandatory returnable documents are submitted:

- An authorized representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting.
- A CIDB Contractor grading of **7CE or higher**
- Technical Pre-Qualification - Professional registrations of the Construction Manager (Pr. CM) registered with South African Council for the Project and Construction Management Profession (SACPCMP), and HSE Officer (CHSO or CHSM) registered with SACPCMP, and a Wireman's Licence for the Electrician.
- A fully completed Bill of Quantities.
- A fully completed and signed Form of Offer and Acceptance.

Step Two – Eligibility Criteria

1. **Eligibility with regards to attendance at the compulsory clarification meeting:**

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

2. **Eligibility in terms of the Construction Industry Development Board:**

a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in

accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **7CE or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

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

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

3. Technical Pre-Qualification for the Professional registrations of key personnel responsible for the execution of this project.

Key Personnel	Registration
Construction Manager registered with SACPCMP in the category (Pr.CM)	Pr CM
HSE Officer registered with SACPCMP in the category (CHSO or CHSM)	SACPCMP Registered
Electrician	Wiremen's licence

NOTE: Registrations in the "Candidate" category will not be considered.

4. A fully completed Bill of Quantities
5. A fully completed and signed Form of Offer and Acceptance

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

The test for responsiveness [Step One] must be passed for a Tenderer to progress to the next stage of evaluations.

2. Stage Two - 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 score for functionality is **60 points.**

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.

C.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register. Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorised representative.
C.2.12	No alternative tender offers will be considered.
C.2.13.3	Each tender offer shall be in the **English Language.**
C.2.13.5 C2.15.1	The *Employer*'s details and identification details that are to be shown on each tender offer are as follows: Identification details: The tender documents must be uploaded with: ▪ Name of Tenderer: ▪ Contact person and details: ▪ The Tender Number: ▪ The Tender Description Documents must be marked for the attention of: ***Employer*'s Agent:**

C.2.13.9	Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.
C.2.15	The closing time for submission of tender offers is: Time: **16:00** on **16 November 2026** Location: The Transnet e-Tender Submission Portal: (https://transnetetenders.azurewebsites.net); **NO LATE TENDERS WILL BE ACCEPTED**
C.2.16	The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.
C.2.23	The tenderer is required to submit with this 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**], **CIPC B-BBEE certificate** or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender; 3. A valid CIDB certificate in the correct designated grading; 4. Proof of registration on the Central Supplier Database; 5. Letter of Good Standing with the Workmen's Compensation Fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV. **Note:** Refer to Section T2.1 for List of Returnable Documents
C3.11	The minimum number of evaluation points for functionality is **60.** The procedure for the evaluation of responsive tenders is Functionality, Price and Preference: **Only those tenderers who attain the minimum number of evaluation points for Functionality will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from any further consideration.**

Functionality Criteria

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

	Technical Evaluation Criteria	Weighting
T2.2-06	Competency and Experience of Company	**25**
T2.2-07	Competency and Experience of Key Personnel	**20**
T2.2-08	Method Statement	**15**
T2.2-09	Programme	**10**
T2.2-10	Quality Management	**10**
T2.2-11	Environmental Management	**10**
T2.2-12	Health and Safety	**10**
	Total	**100.00**

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2- 06 Competency and Experience of Company	List of projects undertaken in the past 10 years of similar scope i.e Marine and Civil infrastructure (fenders, scour, quay wall, storm water management, slipway, caisson). Companies should demonstrate a minimum of seven (7)-eight (8) projects completed in the last ten (10) years.	25	**25**

T2.2- 07 Competency and Experience of Key Personnel	Construction Manager registered with SACPCMP in the category of Pr. CM	10	**20**
	Electrician with a wireman license	10	
T2.2- 08 Method Statement	Method statement (Civil/Structural works)	15	**15**
T2.2- 09 Programme	Primavera P6 or MS Project (pdf copy is acceptable) detailed programme as per the works information.	1	**10**
	A level 3 Detailed Primavera P6 or MS Project schedule aligned to the works information.	1	
	Project Timeline: The Tenderer to demonstrate capability to meet the required timeframe of 12 months aligning with the Scope of Works on the submitted level 3 Detailed Primavera P6 or MS Project.	2	
	Key Milestones: The Tenderer to clearly indicate the key milestones for all activities on the submitted Level 3 MSP or Primavera P6 Programme e.g., Project start date, Site Access date, Completion date, material delivery date, employer documents review & approval date.	1	
	Basis of Schedule: Schedule Narrative that explains schedule development, resources utilized / loaded	1	

	(personnel, Plant and Equipment) in the schedule to determine the production rates, schedule risks, project calendar, project exclusions, assumptions.		
	The columns that should reflect per activity on the schedule as a minimum but not limited to: Activity No., Activity Name, Start Date, Finish Date, Duration, Float (Tenderer must indicate where exactly their project float resides), Predecessors, Successors, and Calendar. (no additional points will be allocated for additional columns that are not indicated as the required minimum).	1	
	Level 3 MSP or Primavera P6 Programme's Critical Path: Clearly show the sequencing of all deliverables/activities. All activities should be linked with no open-end activities, critical path method to be used, and critical path clearly visible.	2	
	Level 3 MSP or Primavera P6 Project Activities: The Tenderer to list all activities involved to complete the works, including but not limited to SHERQ submissions, Time Risk Allowance for Employer's review and	1	

	approval activities, Time risk allowance (TRA) for e.g. allowance for inclement weather conditions, Engineering activities, construction and project close out activities.		
T2.2- 10 Quality Management	Quality Manual	2	**10**
	Project Quality Plan	2	
	CV of Quality Officer: Experience	2	
	CV of Quality Officer: Education	2	
	Quality Control Plans	2	
T2.2- 11 Environmental Management	Environmental Management Plan (EMP)	2	**10**
	Environmental policy	1	
	Organogram - CV and Previous Experience (Qualifications)	3	
	Organogram - CV and Previous Experience (Years of Experience)	2	
	List of projects where environmental duties of a similar nature	2	
T2.2- 12 Health and Safety	Proof of Health Safety management system	2	**10**
	Risk assessment methodology	2	
	Construction Health and Safety Officer (CHSO)	2	
	Construction Health and Safety Officer (CHSO)	2	

	Cost of Health & Safety requirements	2	
Maximum possible score for Functionality			**100**

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

- **T2.2-06** Competency and Experience of Company
- **T2.2-07** Competency and Experience of Key Personnel
- **T2.2-08** Proposed Approach/ Methodology/Method Statement
- **T2.2-09** Work Plan or Schedule or Programme
- **T2.2-10** Quality Management
- **T2.2-11** Environmental Management
- **T2.2-12** Health and Safety

Each evaluation criteria will be assessed in terms of scores of **0, 20, 40, 60, 80 or 100**

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

Note: Any tender not complying with the above-mentioned requirements, will be regarded as non-responsive and will therefore <u>not</u> 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:

80 ***tender evaluation points for price will be allocated*** where the financial value of the lowest responsive tender received has a value less than or equal to R50 million, inclusive of all applicable taxes,

or

90 **tender evaluation points for price will be allocated** where the financial value of the lowest responsive tender received has a value above R50 million, inclusive of all applicable taxes.

Thresholds	Minimum Threshold
Technical / Functionality	60

Evaluation Criteria	Final Weighted Scores
Price	80/90
Specific goals - Scorecard	20/10
TOTAL SCORE:	**100**

Up to 20 or 10 tender evaluation points for preference will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preferences claimed. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal"**

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

Selected Specific Goal	Number of points allocated (80/20)/ (90/10)
B-BBEE Level of contributor (1 or 2)	**06/03**
30% Black women-owned entities	**04/02**
The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to South African Companies which are: I.EMEs and/or QSEs black-owned	**10/05**
Non-Compliant and/or B-BBEE Level 3-8 contributors	**00**

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	• A valid B-BBEE Certificate / Sworn Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
30% Black Women Owned Entities	• Certified copy of ID Documents of the Owners
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are: I. EMEs and/or QSEs who are 51% black-owned	• Sub-contracting agreement(s) • Subcontractors B-BBEE Certificate / Sworn Affidavit / CIPC B-BBEE Certificate as per DTIC guidelines

The maximum points for this bid are allocated as follows:

DESCRIPTION	**POINTS**
Price	80/90
B-BBEE Status Level of Contributor 1 or 2 30% Black Women Owned Entities The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to South African Companies which are: I.EMEs and/or QSEs black-owned	20/10
Total points for Price and Specific Goals must not exceed	**100**

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;

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) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
c) 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,
d) has the legal capacity to enter into the contract,
e) 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,
f) complies with the legal requirements, if any, stated in the tender data and
g) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

T2.1 List of Returnable Documents

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

T2.2-01 **Stage One, Step 2.1 as per CIDB: Eligibility Criteria Schedule -** Certificate of attendance at Compulsory Tender Clarification Meeting/ TNPA Attendance Register to be used as proof.

T2.2-02 **Stage One, Step 2.2 as per CIDB: Eligibility Criteria Schedule -** CIDB Registration of **7 CE or higher**

T2.2-03 Stage One, **Step 3 Technical Pre-Qualification**: Professional registrations of key personnel responsible for executing this project.

T2.2-04 C1.1 Form of Offer & Acceptance

T2.2-05 C2.2 Bill of Quantities

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

T2.2-06 **Evaluation Schedule:** Competency and Experience of Company

T2.2-07 **Evaluation Schedule:** Competency and Experience of Key Personnel

T2.2-08 **Evaluation Schedule:** Proposed Approach/ Methodology/Method Statement

T2.2-09 **Evaluation Schedule:** Programme

T2.2-10 **Evaluation Schedule:** Quality Management

T2.2-11 **Evaluation Schedule:** Environmental Management

T2.2-12 **Evaluation Schedule:** Health and Safety

2.1.3 Returnable Schedules: General:

T2.2-13 Authority to submit tender

T2.2-14 Record of addenda to tender documents

T2.2-15 Letter of Good Standing

T2.2-16 Risk Elements

T2.2-17 Availability of equipment and other resources

T2.2-18 Schedule of proposed Subcontractors

T2.2-19 Site Establishment requirements

T2.2-20 Job-Creation Schedule

2.1.4 Agreement and Commitment by Tenderer:

T2.2-21 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-22 SBD 6.1 (Preference Point System)

T2.2-23 SBD 4 (Declaration of Interest)

T2.2-24 Non-Disclosure Agreement

T2.2-25 RFP Declaration Form

T2.2-26 RFP – Breach of Law

T2.2-27 Certificate of Acquaintance with Tender Document

T2.2-28 Service Provider Integrity Pact

T2.2-29 Supplier Code of Conduct

T2.2-30 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

T2.2-31 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

2.1.5 Bonds/Guarantees/Financial/Insurance:

T2.2-32 Insurance provided by the Contractor

T2.2-33 Form of Intent to provide a Performance Guarantee

T2.2-34 Forecast Rate of Invoicing

T2.2-35 Three (3) years audited financial statements

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.2 Bill of Quantities

*Note 1: In respect of the CIDB **Standard for Indirect Targeting & Enterprise Development**, **there are NO returnable documents** (except for pricing the relevant section of the Bill of Quantities). Following award of the contract to the successful bidder, the employer shall provide to the contractor the following documents which shall be completed by the contractor and submitted within the stipulated period:*

- *The Needs Analysis (60 days after acceptance),*
- *The Project Interim Report (21 days after the end of each reporting period),*
- *The Project Completion Report (21 days after Final Completion), and*
- *The Declaration (21 days after acceptance).*

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

This is to certify that:

(Company Name)

.....

Represented by:

(Name and Surname)

.....

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

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

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

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

2. Joint Venture (JV)

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

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

T2.2-03: Technical Pre-Qualification - Professional registrations of key personnel

Note to tenderers:

NB: Any tenderer that fails to submit any of the registered proposed key personnel as listed below will be regarded as unacceptable.

NOTE: Registrations in the "Candidate" category will not be considered.

Key Personnel	Registration	Yes / No
Construction Manager registered with SACPCMP in the category (Pr.CM)	Pr. CM. registered with SACPCMP	
HS Officer registered with SACPCMP in the category (CHSO/CHSM)	CHSO or CHSM Registered with SACPCMP	
Electrician with a wireman's licence		

T2.2-04: Eligibility Criteria Schedule – C1.1 Form of Offer & Acceptance

Note to tenderers:

Tenderers are to append to this schedule a completed and signed C1.1 Form of Offer & Acceptance.

Failure to indicate and submit a completed and signed C1.1 Form of Offer & Acceptance will lead to an automatic disqualification.

T2.2-05: Eligibility Criteria Schedule – C2.2 Bill of Quantities

Note to tenderers:

Tenderers are to append to this schedule a completed and signed C2.2 Bill of Quantities.

Failure to indicate and submit a completed and signed C2.2 Bill of Quantities will lead to an automatic disqualification.

T2.2-06: Evaluation Schedule: Competency and Experience of Company [25]

Note to tenderers:

List of projects undertaken in the past 10 years of similar scope i.e Marine and Civil infrastructure (fenders, scour, quay wall, storm water management, slipway, caisson). A list of past / current comparable projects

The portfolio of completed work must comprise of a signed and stamped Completion certificate or reference letter by the Client; confirming the project's description (scope of works) and duration of the previously completed projects. The completion certificate or reference letter must be on the client's letter head with traceable contact details.

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

No response	Poor	Less Than Acceptable	Acceptable response to the particular aspect	Above acceptable real understanding	Excellent Response
(0)	(20)	(40)	(60)	(80)	(100)
No response/Experience provided is older than 5 years/ Experience provided withing 10 years however completion certificate or reference letter is not stamped and signed and not confirming project description, duration and has no traceable contact details.	Less than Four (4) Stamped and Signed Completion certificates and/or Reference letter submitted for completed projects/works of similar scope completed in the past 10 years.	Four (4) to Six (6) Stamped and Signed Completion certificates and/or Reference letter submitted for completed projects/works of similar scope completed in the past 10 years.	Seven (7) to Eight (8) Stamped and Signed Completion certificates and/or Reference letter submitted for completed projects/works of similar scope completed in the past 10 years.	Nine (9) to Ten (10) Stamped and Signed Completion certificates and/or Reference letter submitted for completed projects/works of similar scope completed in the past 10 years.	More than Ten (10) Stamped and Signed Completion certificates and/or Reference letter submitted for completed projects/works of similar scope completed in the past 10 years.

T2.2-07: Evaluation Schedule: Competency and Experience of Key personnel [20]

Note to tenderers:

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

- Pr. CM SACPCMP (Construction Manager)
- Electrician with a wireman license

- The tenderer's project team must include **a Construction Manager** registered with South African Council for the Project and Construction Management Professions (SACPCMP) as Pr. CM demonstrating capability and capacity to support the execution of the works based on their detailed CVs on the previous similar project experience. The CV must be accompanied by certified qualification certificate (certification stamp not older than 3 months). All personnel to be in employed by the bidder, proof submitted in the form of appointment letter or employment contract. A letter of intent for personnel outside the employment of the bidder to be included with CV. Pr CM: minimum National Diploma in Built Environment with 7 years' experience in relevant infrastructure projects.[10]

- The tenderer's project team must include **an Electrician** with a wireman license demonstrating capability and capacity to support the execution of the works based on their detailed CVs on the previous similar project experience. The CV must be accompanied by certified qualification certificate (certification stamp not older than 3 months). All personnel to be in employed by the bidder, proof submitted in the form of appointment letter or employment contract. A letter of intent for personnel outside the employment of the bidder to be included with CV. Registered Electrician with Wireman's Licence and with 5 years' experience [10]

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	

Key personnel	No response	Poor	Less Than Acceptable	Acceptable response to the particular aspect	Above acceptable real understanding	Excellent Response
	(0)	(20)	(40)	(60)	(80)	(100)
Construction Manager	No response/ No National Diploma in Built Environment//No Certified Copies submitted/ Copies submitted with stamp older than 3 months.	Construction Manager (Pr. CM) with equal to or less than 3 years in infrastructure projects.	Construction Manager (Pr. CM) with more than 3 years and up to and including 7 year's experience in infrastructure projects.	Construction Manager (Pr.CM) with more than 7 years and up to and including 8 years' experience in infrastructure projects	Construction Manager (Pr.CM) with more than 8 years and up to and including 10 years' experience in infrastructure projects	Construction Manager (Pr.CM) with more than 10 years' experience in infrastructure
Electrician	No response/No Certified Copies submitted/ Copies submitted with stamp older than 3 months.	Registered Electrician with less than 1 year experience in relevant similar projects	Registered Electrician with more than 1 and less than 2 years in relevant similar projects	Registered Electrician with more than 3 and less than 4 years s experience in relevant similar projects	Registered Electrician with more than 4 and less than 5 years' experience in relevant similar projects	Registered Electrician with equal or greater than 5 years' experience in relevant similar projects

T2.2-08: Evaluation Schedule: Method Statement [15]

Note to tenderers:

Method statement - The Tenderer must submit a detailed Work methodology for the resourcing and execution of the technical work.

Furthermore, the Contractor must provide a detailed Civil Engineering Work methodology procedure covering the below items:

1. Contract details - Details of the nature of the Civil Engineering services that is to be undertaken.
2. Method of Work
   a. A description of how the works are to be carried out in relation to the removal, transportation and disposal of the manganese at cross quay, placing of scour protection, installation of fenders and ladders, demolition of concrete structures.
   b. Installation of stormwater pipes, manholes, conservancy tank and channel grid.
   c. Construction of pavement layer works.
   d. Trenching and laying of LV cables.
   e. Installation and mounting of distribution kiosk.
   f. Installation of lighting poles and luminaires.
   g. Earthing and bonding of the electrical equipment.
   h. Excavation methods for unknown ground conditions and protection of services.
3. Methodology shows engineering, execution, handover and close-out stages process.
4. Foreseeable construction-related risks are identified in the method statement.

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

No response	**Poor**	**Less Than Acceptable**	**Acceptable response to the particular aspect**	**Above acceptable real understanding**	**Excellent Response**
(0)	**(20)**	**(40)**	**(60)**	**(80)**	**(100)**
No response (No items covered or number 2 not included)	Information is insufficient and/or not related (Covers 1 item)	Poor procedure (Covers 1 items, including number 2)	Satisfactory procedure (Covers 2 items, including number 2)	Good procedure (Covers 3 items, including number 2)	Excellent procedure (Covers all 4 items, including additional items not stipulated)

T2.2-09: Evaluation Schedule: Programme (10 points)

Note to tenderers:

The Tenderer provides a hard copy of the proposed programme and/or makes reference to his proposed programme and electronic programme developed using a scheduling software tool.

The tenderer shall provide the proposed programme detailed to minimum of level 4 showing as a minimum the following: -

Ability to provide the services:

Ability to provide the services in terms of the Employer's requirements within the required timeframe indicating, in a logical sequence, the order and timing of the services that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data Including Environmental, Detaille design and Construction

The Contractor clearly indicates in the schedule all milestones, activities & information related to the following –

- Programme Software
- Minimum Program Level
- Project Timeframe
- Key Milestones
- Basis of schedule
- Columns Required
- Critical Path
- Project Activities

Resourcing & Equipment:

- The Tenderer indicates for each operation, a statement of how the Tenderer plans to do the work identifying the principal Equipment and other resources which he plans to use.
- The Contractor's programme shows the following:

    - Primavera P6 or MS Project (pdf copy is acceptable) detailed Programme as per the works information.
    - A level 3 Detailed Primavera P6 or MS Project schedule aligned to the works information.
    - Project Timeline: The Tenderer demonstrates capability to meet the required timeframe of 12 months aligning with the Scope of Works on the submitted level 3 Detailed Primavera P6 or MS Project.
    - Key Milestones: The Tenderer to clearly indicates the key milestones for all activities on the submitted Level 3 MSP or Primavera P6 Programme e.g., Project

start date, Site Access date, Completion date, material delivery date, employer documents review & approval date.

- Basis of Schedule: Schedule Narrative that explains schedule development, resources utilized / loaded (personnel, Plant and Equipment) in the schedule to determine the production rates, schedule risks, project calendar, project exclusions, assumptions.
- The columns that should reflect per activity on the schedule as a minimum but not limited to: Activity No., Activity Name, Start Date, Finish Date, Duration, Float (Tenderer must indicate where exactly their project float resides), Predecessors, Successors, and Calendar. (no additional points will be allocated for additional columns that are not indicated as the required minimum).
- Level 3 MSP or Primavera P6 Programme's Critical Path: Clearly show the sequencing of all deliverables/activities. All activities should be linked with no open-end activities, critical path method to be used, and critical path clearly visible.
- Level 3 MSP or Primavera P6 Project Activities: The Tenderer to list all activities involved to complete the works, including but not limited to SHERQ submissions, Time Risk Allowance for Employer's review and approval activities, Time risk allowance (TRA) for e.g. allowance for inclement weather conditions, Engineering activities, construction and project close out activities.

The Tenderer must demonstrate the facility meets the minimum requirement.			**The tenderer shall demonstrate the following:**					
	No.	**Total 10**	**No response**	**Very Poor**	**Poor**	**Acceptable Response**	**Good Response**	**Excellent Response**
			(0%)	**(20%)**	**(40%)**	**(60%)**	**(80%)**	**(100%)**
Primavera P6 or MS Project (pdf copy is acceptable)	**1**	**1**	**No Response/Information** submitted cannot be scored (Information not submitted in Primavera P6 or MS Projects). The programme is submitted in word or excel.					The programme is submitted in **Primavera P6 or MS Projects.**

The Tenderer must demonstrate the facility meets the minimum requirement.			**The tenderer shall demonstrate the following:**					
	No.	**Total 10**	**No response**	**Very Poor**	**Poor**	**Acceptable Response**	**Good Response**	**Excellent Response**
			(0%)	**(20%)**	**(40%)**	**(60%)**	**(80%)**	**(100%)**
A level 3 Detailed Primavera P6 or MS Project schedule aligned to the works information.	**2**	**1**	**No Response/Information** submitted cannot be scored **(Information not submitted in Primavera P6 or MS Projects).**					**The programme** is submitted at Level 3 or more, submitted in **Primavera P6 or MS Projects.**.
Project Timelines: The Tenderer to demonstrate capability to meet the required timeframe of 07 months aligning with the Scope of Works on the	**3**	**2**	**No Response/Information** submitted cannot be scored/ **Information submitted** is not in **Primavera P6 or MS**	**The level 3 Primavera P6 and MS Project programme** exceeds the stipulated 07 months duration by more than 3 months in	**The level 3 Primavera P6 and MS Project programme** exceeds the stipulated 07 months duration by 3 or less months in line with the scope of works	**The project duration on the submitted level 3 Primavera P6 or MS Project programme** is within 07 months in line with the scope of works	**The project duration on the submitted level 3 Primavera P6 or MS Project programme** is equal to 06 but less than 07 months in line with the scope	**The project duration on the submitted level 3 Primavera P6 or MS Project programme** is less than 06 months or less in line with the scope of works

The Tenderer must demonstrate the facility meets the minimum requirement.			**The tenderer shall demonstrate the following:**					
	No.	**Total 10**	**No response**	**Very Poor**	**Poor**	**Acceptable Response**	**Good Response**	**Excellent Response**
			(0%)	**(20%)**	**(40%)**	**(60%)**	**(80%)**	**(100%)**
submitted level 3 Detailed Primavera P6 or MS Project.			**Projects**	line with the scope of works requirements	requirements.	requirements.	of works requirements.	requirements.
Key Milestones: The Tenderer to clearly indicate the key milestones for all activities on the submitted Level 3 MSP or Primavera P6 Programme i.e., Project start date, Site Access date, Completion date, material delivery date, employer documents review &	**4**	**1**	The tenderer has omitted **all requirements/Information** submitted is not in Primavera P6 or MS Projects	The tenderer has omitted **four (4) requirements.**	The tenderer has omitted **three (3) requirements.**	The tenderer has omitted **two (2) requirements.**	The tenderer has omitted **one (1) requirements.**	1 The tenderer has addressed **all milestones requirements** correctly.

The Tenderer must demonstrate the facility meets the minimum requirement.			The tenderer shall demonstrate the following:					
	No.	Total 10	No response	Very Poor	Poor	Acceptable Response	Good Response	Excellent Response
			(0%)	(20%)	(40%)	(60%)	(80%)	(100%)
approval date.								
Basis of Schedule: Schedule Narrative that explains schedule development, resources utilized / loaded (personnel, Plant and Equipment) in the schedule to determine the production rates, schedule risks, project calendar, project exclusions,	**5**	**1**	**No Response/Information** submitted cannot be scored/Information submitted does not include a Primavera P6 or MS Projects schedule.	The tenderer's submission does not address the critical requirements.	The tenderer has addressed some of the requirements but not all.	The tenderer has addressed all the narrative requirements.	The tenderer has addressed all the narrative requirements and added one more.	The tenderer has addressed more than the required narrative requirements.

The Tenderer must demonstrate the facility meets the minimum requirement.			The tenderer shall demonstrate the following:					
	No.	**Total 10**	**No response**	**Very Poor**	**Poor**	**Acceptable Response**	**Good Response**	**Excellent Response**
			(0%)	**(20%)**	**(40%)**	**(60%)**	**(80%)**	**(100%)**
assumptions.								
Columns Required: The columns that should reflect per activity on the schedule as a minimum but not limited to: Activity No., Activity Name, Start Date, Finish Date, Duration, Float (Tenderer must indicate where exactly their project float	**6**	**1**	The tenderer has omitted all requirements /Information submitted is not in **Primavera P6 or MS Projects**	The tenderer has omitted **four (4) requirements.**	The tenderer has omitted **three (3) requirements.**	The tenderer has omitted **two (2) requirements.**	The tenderer has omitted **one (1) requirement**	The tenderer has addressed **all the column requirements.**

The Tenderer must demonstrate the facility meets the minimum requirement.			The tenderer shall demonstrate the following:					
	No.	Total 10	No response	Very Poor	Poor	Acceptable Response	Good Response	Excellent Response
			(0%)	(20%)	(40%)	(60%)	(80%)	(100%)
resides), Predecessors, Successors, and Calendar.								
Level 3 MSP or Primavera P6 Programme's Critical Path: Clearly show the sequencing of all deliverables/activities. All activities should be linked with no open-end activities, critical path method to be used, and critical path	**7**	**1**	The tenderer has not indicated **the critical path/Information** submitted is not **Primavera in P6 or MS Projects**	**Level 3 MSP or Primavera P6 Programme's Critical Path** has poor sequencing of deliverables/activities.	**Level 3 MSP or Primavera P6 Programme's Critical Path** shows inadequate sequencing of deliverables/ activities.	**Level 3 MSP or Primavera P6 Programme's Critical Path** shows the sequencing of all deliverables/ activities and linked with open-End activities.	**Level 3 MSP or Primavera P6 Programme's Critical Path** clearly shows the sequencing of all deliverables/activities and linked with no open end activities.	**Level 3 MSP or Primavera P6 Programme's Critical Path Critical Path** demonstrates sufficient details depicting delivery.

The Tenderer must demonstrate the facility meets the minimum requirement.			**The tenderer shall demonstrate the following:**					
	No.	**Total 10**	**No response**	**Very Poor**	**Poor**	**Acceptable Response**	**Good Response**	**Excellent Response**
			(0%)	**(20%)**	**(40%)**	**(60%)**	**(80%)**	**(100%)**
clearly visible.								
Level 3 MSP or Primavera P6 Project Activities: The Tenderer to list all activities involved to complete the works, including but not limited to SHERQ submissions, Time Risk Allowance for Employer's review and	**8**	**1**	**(**The tenderer has omitted all **requirements/Information** submitted is not in **Primavera P6 or MS Projects.**	The tenderer has omitted **four (4) requirements.**	The tenderer has omitted **three (3) requirements.**	The tenderer has omitted **two (2) requirements.**	The tenderer has omitted **one (1) requirements.**	The tenderer has addressed all the column requirements.

The Tenderer must demonstrate the facility meets the minimum requirement.			The tenderer shall demonstrate the following:					
	No.	Total 10	No response	Very Poor	Poor	Acceptable Response	Good Response	Excellent Response
			(0%)	(20%)	(40%)	(60%)	(80%)	(100%)
approval activities, Time risk allowance (TRA) for e.g. allowance for inclement weather conditions, Engineering activities, construction and project close out activities.								

T2.2-10: Evaluation Schedule – Quality Management

Tenders must demonstrate compliance with the General Quality Requirements for Contractors and Suppliers (TNPA-QUAL-REQ-014.1, Annexure E) and the ISO 9001:2015 QMS Standard in relation to the project scope of works.
Tender's submission must address the following:

1. Quality Manual (QM)
   - Tenderers must submit a QM detailing at least a **minimum of three (3) requirements** of how the Contractor's Quality System will be applied to successfully execute the Scope of Work. The QM must align with **ISO 9001:2015 Quality Management System-Requirements**

2. Project Quality Plan (PQP)
   - Tenderers must submit a PQP detailing at least a **minimum of three (3) requirements** of how the Contractor's Quality System will be applied to successfully execute the Scope of Work. The PQP must align with **Sections 4.5, 4.6, and 5 of TNPA-QUAL-REQ-14.1**.

3. Quality Officer's Education
   - **Qualifications:** As **minimum a Program in Quality OR Diploma in Quality OR Technical Diploma (ND; B-Tech; BSc; B.Eng. in Built Environment)**. Certified copies of qualifications and training must be attached.

4. Quality Officer Experience
   - Minimum of between 3 to 5 years' quality management experience on construction projects. Detailed in a CV with roles, responsibilities and duration specified.

5. Quality Control Plans (QCP)
   - Tenderers must submit as **minimum three (3) QCPs** covering (Civil works; Electrical Works and Structural works) aligned to the scope of works. The QCP must detail minimum of: inspections, tests, and hold points to demonstrate compliance with specifications and drawings.

Attached submissions to this schedule:

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The score of the Quality Management will be as follows:

	No response	Poor	Less Than Acceptable	Acceptable response to the particular aspect	Above acceptable real understanding	Excellent Response
	(0)	(20)	(40)	(60)	(80)	(100)
Quality Manual aligned to ISO 9001:2015 1. Context of the organization 2. Leadership 3. Support 4. Operations 5. Performance Evaluation	No Submission	Quality Manual contains 1 of the 5 QMS requirements.	Quality manual contains 2 of the 5 QMS requirements.	Quality manual contains 3 of the 5 QMS requirements.	Quality manual contains 4 of the 5 QMS requirements.	Quality manual contains all 5 of the QMS requirements.
Project Quality Plan (PQP) for the contract 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of non-conforming outputs	No Submission	Project Quality Plan contains 1 of the 5 PQP requirements.	Project Quality Plan contains 2 of the 5 PQP requirements.	Project Quality Plan contains 3 of the 5 PQP requirements.	Project Quality Plan contains 4 of the 5 PQP requirements.	Project Quality Plan contains all 5 of the PQP requirements.
CV of Quality Officer - The Quality Officer MUST have a minimum of between 3 to 5 years' quality experience in construction projects.	No submission of	More than 0 but less than 2 years' Quality experience in Construction projects	From 2 years but less than 3 years of Quality experience in Construction projects	From 3 years but less than 5 years Quality experience in Construction projects	From 6 years but less than 10 years' Quality experience in Construction projects	10 years' or more in Quality experience in Construction projects
CV of Quality Officer accompanied by Qualification - Quality diploma / Technical diploma **(ND, B-Tech,**	No Submission	Submitted Qualification records NOT relating to ISO 9001 of 2015 **OR** Programme in Quality	Submitted ISO 9001:2015 QMS Implementation **OR** QMS Auditing Certificate	Submitted Qualification records of Programme in Quality **OR** Diploma in Quality **OR** Technical Qualification **(ND, B-**	Submitted Qualification records of Programme in Quality **OR** Diploma in Quality **OR**	Submitted Qualification records of Programme in Quality **OR** Diploma

	No response	Poor	Less Than Acceptable	Acceptable response to the particular aspect	Above acceptable real understanding	Excellent Response
	(0)	(20)	(40)	(60)	(80)	(100)
BSC Eng, B. Eng, etc.) in built environment. and ISO 9001:2015 Quality Management System training certificates (Implementation of QMS and Internal Auditing).		**OR** Diploma in Quality **OR** Technical Qualification in-built environment.	**OR** Certificate in Total Quality management.	**Tech, BSC Eng, B. Eng, etc.)** in built environment.	Technical Diploma with ISO 9001:2015 QMS certificate (Implementation of QMS) were submitted.	in Quality **OR** Technical Diploma **AND** ISO 9001:2015 QMS **AND** Internal Auditing certificates were submitted.
(QCPs) for the following disciplines: • Civil Works • Electrical Works • Structural Works Each QCP shall include the following elements: 1. Sequence of Activities 2. Applicable Procedures, Codes, and Specifications 3. Intervention Points 4. Field Inspection Checklists 5. Relevant Signatories	No Submission.	Quality Control Plan contains 1 of the 5 QCP requirements.	Quality Control Plan contains 2 of the 5 QCP requirements.	Quality Control Plan contains 3 of the 5 QCP requirements.	Quality Control Plan contains 4 of the 5 QCP requirements.	Quality Control Plan contains all 5 of the QCP requirements.

T2.2 -11 Evaluation Schedule: Environmental Management [10]

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

a. Transnet Integrated Management System (TIMS) Policy Commitment Statement.
b. TNPA Integrated Management System (IMS) Policy Commitment Statements.
c. Transnet Construction Environmental and Sustainability Specification Guidelines (CESSG) TRN-IMS-GRP-GDL-014.4 Rev 3.0
d. Transnet Construction Environmental Management Standard Operating Procedure (CEM SOP). 009-TCC-CLO-SUS-11386 Rev 1.0

Evaluation Criteria

1. The tenderer must provide a project specific **Environmental Management Plan**. This plan must be clear on the following:
    a. Roles and Responsibilities;
    b. Legislative Requirements;
    c. Impacts and Mitigation; and
    d. Incident and Non-conformance Reports.
    e. Monitoring and Continuous Improvement

2. The tenderer must provide an Environmental Policy signed by Top Management that displays the following key components, namely:
    a. Commitment to comply with all applicable Environmental laws, regulations and standards
    b. Commitment to pollution prevention
    c. Emphasize the organisation's commitment to continual improvement in environmental performance
    d. Address the sustainable use of resources/ resource conservation
    e. Is communicated to all employees working for or on behalf of the Contractor
    f. Is appropriate given the purpose and context of the tenderer's business;

3. The tenderer to provide an organogram depicting the Environmental Resource (ER) and illustrating the environmental reporting

structure. In addition to the organogram, the roles and responsibilities of the Environmental Resource (ER) must be illustrated in the Curriculum Vitae (CV). The Environmental Resource (ER) must have a minimum of three (3) years of on-the-job experience. The Environmental Resource (ER) must have a Natural Science or Environmental Management Degree as a minimum, and attach a copy of the qualification for evaluation purposes.

4. The tenderer must provide a minimum of 3 projects where construction environmental management duties have been Performed including a brief description of such duties. This should be submitted in a table format provided below (Table 1)

Table 1: An example of a list of projects where construction environmental management duties have been executed:

Year/month of participation on project	**Project Name**	**Environmental management responsibilities**	**Project Value / significance**
Eg. Feb 2011- June 2014	Eg. Development of the Proposed Island View Dig Out port	Eg. - Acquisition of tree cutting permit - Relocation of dwarf chameleons - Waste management - Alien vegetation removal	Eg. Project Value in Rands - R ### mil. Project significance – proposed economic growth to KZN

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

Attached submissions to this schedule:

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

	Environmental Management Plan (EMP)	**Environmental Policy**	**Organogram - CV and Qualifications**	**Organogram - CV and Previous Experience (Years of Experience)**	**List of projects where environmental duties of a similar nature**
Points (10)	**2**	**2**	**2**	**2**	**2**
	The tenderer must provide a project specific **Environmental Management Plan.** This plan must be clear on the following: • Roles and Responsibilities; • Legislative Requirements; • Impacts and Mitigation; and	The tenderer must provide an **environmental policy** signed by Top Management that displays the following key components, namely: a. Commitment to comply with all applicable environmental laws, regulations and standards b. Commitment to pollution prevention	**Organogram - Qualifications** A tenderer to provide an organogram depicting the Environmental Resource (ER) and illustrating the environmental reporting structure. The Environmental Resource (ER) must have a Natural Science or Environmental Management	**Organogram – Years of experience** A tenderer to provide an organogram depicting the Environmental Resource (ER) and illustrating the environmental reporting structure. The Environmental Resource (ER) must have a minimum of three (3) years of on-the-	The tenderer must provide a minimum of **3 projects** where **construction environmental management duties** have been Performed including a **brief description of such duties**. This should be submitted in a table format provided below

	• Incident and Non-conformance Reports. • Monitoring and Continuous Improvement	c. Emphasize the organisation's commitment to continual improvement in environmental performance d. Address the sustainable use of resources/ resource conservation e. Is communicated to all employees working for or on behalf of the Contractor f. Is appropriate given the purpose and context of the tenderer's business	Degree as a minimum, and attach a copy of the qualification for evaluation purposes.	job experience.	(Table 1)
Score 0	No information submitted by the tenderer.				
Score 20	The tenderer responded to 1 of the 6 items above.	Policy addresses 1 or 2 of the required elements listed under 2 above	Environmental Resource in possession of a relevant Certificate in Natural Science or Environmental management	Environmental Resource has less than 12 months on-the-job experience	Tenderer has only executed environmental management duties on 1 project

Score 40	The tenderer responded to 2 or 3 of the 6 items above.	Policy addresses of the 3 required elements listed under 2 above	Environmental Resource in possession of a relevant Diploma in Natural Science or Environmental management	Environmental Resource has greater or equal to 1 year but ≤3 years of relevant on the job experience	Tenderer has only executed environmental management duties on 2 projects
Score 60	The tenderer responded to 4 of the 6 items above.	Policy addresses 4 of the required elements listed under 2 above.	The Environmental Resource is on possession of a relevant Degree in Natural Science or Environmental Studies	Environmental Resource has >3yrs but ≤4 years of relevant on-the-job experience.	Tenderer has only executed environmental management duties on 3 projects
Score 80	The tenderer responded to 5 of the items above.	Policy addresses 5 of the elements listed above.	Environmental Resource in possession of an Honours Degree in Natural Science or Environmental Management	Environmental Resource has >4 yrs but ≤8 years of relevant on-the-job experience	Tenderer has only executed environmental management duties on 4 projects
Score 100	The tenderer responded to 6 of the items above.	Policy addresses all 6 of the required elements listed under 2 above	Environmental Resource in possession of a Master's Degree in Natural Science or Environmental Management	Environmental Resource has >8 years relevant on-the-job experience	Tenderer has only executed environmental management duties on 5 projects

T2.2-12: Evaluation Schedule: Health and Safety Management

1. The tenderer must submit the following documents as a minimum with the tender submission:[2]
    1. Health and Safety Management system comprises of:
        - Project specific Health and Safety Plan
        - Signed and dated Health and Safety Policy
        - Emergency Preparedness Procedure
        - Incident Management Procedure
        - Valid Letter of Good Standing

2. Provide an overview of the tenderers risk assessment methodology and submit a project baseline risk assessment with reference to the following activities: [2]
    - Site establishment
    - Installation of electrical kiosk
    - Supply and install scour protection
    - Remove existing fenders and install new fendering system
    - Removal and disposal of Manganese material

3. Submit Construction Health and Safety Officer's qualifications with:

    Minimum of NQF level 6 in Safety Management, Environmental Health or equivalent NQF level 6 safety qualification [2]

4. Submit CV of Construction Health and Safety Officer.
    Minimum five (5) years' experience as a health and safety officer in a construction environment. [2]

5. Evidence that the Principal Contractor have made adequate provisions for the cost of Health & Safety "Activity Schedule": CR 3(5) (b)(iii) read with CR 5(1)(g). [2]

Attached submissions to this schedule:

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The scoring of the Tender's Health and Safety criteria is as follows:

Score	No response	Poor	Less Than Acceptable	Acceptable response to the particular aspect	Above acceptable real understanding	Excellent Response
	(0)	(20)	(40)	(60)	(80)	(100)
Proof of Health Safety management system	0 = No information submitted or irrelevant/ incomplete information submitted to determine the score.	20 = 1 of 5 requirements submitted.	40 = 2 of 5 requirements submitted.	60 = 3 of 5 requirements submitted.	80 = 4 of 5 requirements submitted.	100 = All 5 requirements submitted.
Risk assessment methodology	0 = No information submitted or irrelevant/incomplete information submitted to determine the score.	20 = 1 of the 5 activities of the baseline risk assessment is referenced.	40 = 2 of the 5 activities of the baseline risk assessment is referenced.	60 = 3 of the 5 activities of the baseline risk assessment is referenced.	80 = 4 of the 5 activities of the baseline risk assessment is referenced.	100 = All 5 activities of the baseline risk assessment are referenced.

Construction Health and Safety Officer (CHSO) Qualifications	0 = No information submitted.	20 = Qualification submitted not relevant to Health and Safety	40 = Qualification submitted is NQF level 5 Safety related trainings.	60 = NQF level 6 in Safety Management, Environmental Health or equivalent NQF level 6 safety qualification	80 = NQF level 7 in Safety Management, Environmental Health or equivalent NQF level 7 safety qualification	100 = Qualification higher than NQF level 7 in Safety Management, Environmental Health or equivalent higher than NQF level 7 safety qualification
Construction Health and Safety Officer (CHSO) **Experience**	0 = No CV submitted or submission cannot be used to determine experience/CV submitted shows experience that is irrelevant to the construction environment**.**	20 = CHSO has less than two (2) years health and safety experience in construction environment	40 = CHSO has two (2) or more but less than five (5) years health and safety experience in construction environment	60 = CHSO has five (5) years health and safety experience in construction environment	80 = CHSO has more than five (5) but less than seven (7) years health and safety experience in construction environment	100 = CHSO has seven (7) or more years health and safety experience in construction environment
Cost of Health & Safety requirements	0 = No information submitted or irrelevant/incomplete information submitted to determine the score.	20 =Health and safety Budget submitted is ≤1% of the tender value.	40 = Health and safety Budget submitted is >1% to <3% of the tender value.	60 = Health and safety Budget submitted is 3% of the tender value.	80 = Health and safety Budget submitted is >3% to ≤4% of the tender value.	100 = Health and safety Budget submitted is >4% of the tender value.

Tender 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			
14.	H&S Reward & Recognition			
15.	Incident Management			

T2.2-13: Authority to submit a Tender

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for his category of organisation or 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

T2.2-14: Record of Addenda to Tender Documents

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

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

T2.2-15 Letter/s of Good Standing with the Workmen's Compensation Fund

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

1.

2.

3.

4.

Name of Company/Members of Joint Venture:

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T2.2-16: Risk Elements

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

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

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

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

T2.2-17: Availability of Equipment and Other Resources

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

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

T2.2-18: Schedule of Proposed Subcontractors

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

Note to tenderers:

- A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

- A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBBEE status level of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

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

Provide information of the Sub-contractors below:

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

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

% Black Owned	**EME**	**QSE**	**Youth**	**Women**	**Disabilities**	**Rural/ Underdeveloped areas/ Townships**	**Military Veterans**
	☐	☐	☐	☐	☐	☐	☐

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

T2.2-19: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

T2.2-20 : 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.

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

T2.2-21 : 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.

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.
Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date .....

Name _____ Position .....

Enterprise name .....

T2.2-22 SBD 6.1 (Preference Point System)

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

1. GENERAL CONDITIONS

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

- 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 Tenders is estimated to not exceed R50 000 000 (all applicable taxes included), and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable Tender to determine the applicable preference point system in a situation where all received acceptable Tenders are received outside the stated preference point system.

1.3 Preference points for this Tender shall be awarded for:

(a) Price;

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

(c) Any other specific goal determined in the Transnet preferential procurement policy

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

DISCRIPTION	**POINTS**
PRICE	**80/90**
B-BBEE Status Level of Contributor (1 or 2)	**06/03**
30% Black women-owned entities	**04/02**
The promotion of supplier development through sub-contracting a minimum of 30% of the value of a contract to South African Companies which are: I. EMEs and/or QSEs 51% black owned.	**10/05**
Total points for Price and Specific Goals must not exceed	**100**

1.5 Failure on the part of a Tenderer to submit proof of evidence required for any of the specific goals together with the Tender will be interpreted to mean that preference points for that specific goal are not claimed.

1.6 The purchaser reserves the right to require of a Tenderer, either before a Tender 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) **"Tender"** 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 tendering 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 Tenderer to provide goods or services in accordance with specification as set out in the Tender documents

(h) **"Price"** includes all applicable taxes less all unconditional discounts.

(i) **"Proof of B-BBEE Status Level of Contributor"**

i) the B-BBBEE status level certificate issued by an authorised body or person;

ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or

iii) any other requirement prescribed in terms of the B-BBEE Act.

(j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of Tender invitations, and includes all applicable taxes and excise duties.

(l) **Specific goals"** means targeted advancement areas or categories of persons or

groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for comparative price of Tender under consideration

Pt = Comparative price of Tender under consideration

Pmin = Comparative price of lowest acceptable Tender

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor (1or 2)	A valid B-BBEE Certificate / Sworn Affidavit /CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
30% Black Women Owned Entities	Certified copy of ID Documents of the Owners
The promotion of supplier development through sub-contracting a minimum of 30% of the value of a contract to South African Companies which are: I. EMEs and/or QSEs 51% black owned.	Sub-contracting agreements Subcontractors CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE Certificate as per DTIC guideline

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

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

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

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

4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the Tender documents that such a Tenderer 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 Tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

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

4.7 Tenderers 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 Tenderer's responsibility to ensure that his/her Tender complies fully with all B-BBEE requirements at the time of the submission of the Tender.

5. TENDER DECLARATION

5.1 Tenderers 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: 1 or 2. = ……(maximum of 6 or 3 points)

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

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

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,.

[*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, qualify 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 Tenderer submitted false information regarding its B-BBEE status level of contributor, which will affect or has affected the evaluation of a Tender, or where a Tenderer 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 trndering 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 Tenderer subcontracted a portion of the Tender to another person without disclosing it, Transnet reserves the right to penalise the Tenderer up to 10 percent of the value of the contract;

(e) recommend that the Tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(f) forward the matter for criminal prosecution.

WITNESSES 1. …….. 2. ……	…… SIGNATURE(S) OF TENDERER(S) DATE: ……..

T2.2-23 SBD 4 (Declaration of Interest)

TENDERER'S DISCLOSURE SBD4

1. Purpose of the Form

Any person (natural or juristic) may make an offer or offers in terms of this invitation to Tender. 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 Tenderer 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 Tender process.

2. Tenderer's declaration

2.1 Is the Tenderer, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 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

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

2.2 Do you, or any person connected with the Tenderer, 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 Tenderer 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 tendering for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying Tender, 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 Tender will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 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 consortium2 will not be construed as collusive tendering.

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 Tender, tendering with the intention not to win the Tender and conditions or delivery particulars of the products or services to which this Tender invitation relates.

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

3.4 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.

3.5 There have been no consultations, communications, agreements or arrangements made by the Tenderer with any official of the procuring institution in relation to this procurement process prior to and during the tendering process except to provide clarification on the Tender submitted where so required by the institution; and the Tenderer was not involved in the drafting of the specifications or terms of reference for this Tender.

3.6 I am 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 ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE TENDER 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 Tenderer

T2.2-24 NON-DISCLOSURE AGREEMENT

[..... 2026]

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

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

TRANSNET SOC LTD

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

and

.....

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

.....

.....

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

1.2 **Bid** or **Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;

1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or

1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or

1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and

1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.

2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.

2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:

2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or

2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:

3.3.1 return all written Confidential Information [including all copies]; and

3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.

3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.

4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

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

9. GENERAL

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

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

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

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

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

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

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

T2.2-25: 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.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

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

NAME OF COMPANY:

_____

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

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

NATURE OF BREACH:

_____
_____
_____
_____

DATE OF BREACH:

_____
_____

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

Signed on this _____ day of _____ 20____

_____

SIGNATURE OF TENDER

T2.2-27 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 -28 Service Provider Integrity Pact

Important Note: All potential bidders must read this document and certify in the RFP Declaration Form that they have acquainted themselves with, and agree with the content. The contract with the successful bidder will automatically incorporate this Integrity Pact as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

And The Bidder / Supplier/ Service Provider / Contractor (hereinafter referred to as the "Bidder / Supplier")

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 Bidders / Suppliers.

In order to achieve these goals, Transnet and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's / Supplier'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 Bidders / Suppliers will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

1 OBJECTIVES

1.1 Transnet and the Bidder / Supplier 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 Bidders / Suppliers to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

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

2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.

2.2 Transnet will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.

2.3 Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process in a fair manner.

2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

3 OBLIGATIONS OF THE BIDDER / SUPPLIER

3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.

a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.

b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.

c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.

d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

3.2 The Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:

a) The Bidder / Supplier 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 bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and

b) The Bidder / Supplier 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 bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.

3.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

3.6 A Bidder / Supplier 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 bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.

3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.

3.8 Transnet may require the Bidder / Supplier to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.

3.9 The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3.10 The Bidder/Supplier confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

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

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

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

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

4 INDEPENDENT BIDDING

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

a) has been requested to submit a Bid in response to this Bid invitation;

b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and

c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.

4.2 The Bidder has arrived at his submitted Bid 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 bidding.

4.3 In particular, without limiting the generality of paragraph 4.2 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 Bid;

e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or

f) bidding with the intention of not winning the Bid.

4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her Bid relates.

4.5 The terms of the Bid as submitted 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.

4.6 Bidders are 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 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

5 DISQUALIFICATION FROM BIDDING PROCESS

5.1 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Transnet may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.

5.2 If the Bidder / Supplier has committed a transgression through a violation of paragraph 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 Bidder / Supplier from future bidding 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 Bidder / Supplier and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

6 DATABASE OF RESTRICTED SUPPLIERS

6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Bid shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

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

6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National

Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.

6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.

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

6.6 A supplier or contractor to Transnet may not subcontract any portion of the contract to a restricted company.

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

a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;

b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;

c) has carried out any contract resulting from such bid 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) has submitted false information regarding any other matter required in terms of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act which will affect the evaluation of a Bid or where a Bidder has failed to declare any subcontracting arrangements;

h) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;

i) has litigated against Transnet in bad faith.

7 PREVIOUS TRANSGRESSIONS

7.1 The Bidder / Supplier 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 Bidder's / Supplier's database or any bidding process.

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

8 SANCTIONS FOR VIOLATIONS

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

a) Immediately exclude the Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation to the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;

b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier;

c) Recover all sums already paid by Transnet;

d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments, already made by Transnet, along with interest;

e) Cancel all or any other contracts with the Bidder / Supplier;

f) Exclude the Bidder / Supplier from entering into any bid with Transnet and other organs of state in future for a specified period; and

g) If the Supplier subcontracted a portion of the bid to another person without declaring it to Transnet, Transnet must penalise the Supplier up to 10% of the value of the contract.

9 CONFLICTS OF INTEREST

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

a) A Transnet employee has a personal financial interest in a bidding / supplying entity; and

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

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

a) Private gain or advancement; or

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

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

9.3 If a Bidder / Supplier 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 bid which will be considered for the bid process, the Bidder / Supplier:

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

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

9.4 The Bidder / Supplier 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 Bidder / Supplier.

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Transnet and its Bidder / Supplier, 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 restriction process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

a) **Vexatious proceedings**: these are frivolous proceedings which have been instituted without proper grounds;

b) **Perjury:** where a supplier make a false statement either in giving evidence or on an affidavit;

c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and

d) **Abuse of court process:** when a supplier abuses the court process in order to gain a competitive advantage during a bid process.

11 GENERAL

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

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

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

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

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

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

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T2.2-29: Supplier Code of Conduct

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
  - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;

- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
- Gain an improper advantage.

- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

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

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

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

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

Conflicts of Interest

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

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

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

I, _____ of _____

(insert name of Director or as per Authority Resolution from Board of Directors)

(insert name of Company)

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

Signed this on day _____ at _____

_____

Signature

T2.2-30 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent PublicOfficials (FPPO)

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

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

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

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

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

2. SERVICE LEVELS

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

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

a) Random checks on compliance with quality/quantity/specifications

b) On-time delivery

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

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

Acceptance of Service Levels:

YES		**NO**	

T2.2-31 Agreement in terms of the Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

1.1. The rights and obligations 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 Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:

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

2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement, the Operator is (... .....) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement, and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.

2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent

from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

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

2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).

2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party , cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.

2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.

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

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

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

YES		NO	

2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

2.14. Should a Tenderer have any complaints or objections to processing of its personal information, by Transnet, the Tenderer can submit a complaint to the Information Regulator on https://www.justice.gov.za/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: _____

(Pty) Ltd/CC/JV

(Operator)

Authorised signatory for and on behalf of (Pty) Ltd/CC/JV who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-32: Insurance provided by the *Contractor*

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

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

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

T2.2-33: 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 .....

APPROVED GUARANTEE ISSUERS

ABSA BANK LIMITED GROUP
BANK OF AMERICA, N.A
BANK OF CHINA LIMITED GROUP
BARCLAYS BANK PLC GROUP
AFRICAN IMPORT-EXPORT BANK
BNP PARIBAS GROUP
CHINA CONSTRUCTION BANK GROUP
CHINA DEVELOPMENT BANK
CITIBANK GROUP
CREDIT SUISSE GROUP
DEUTSCHE BANK GROUP
FIRSTRAND BANK LIMITED GROUP
GOLDMAN SACHS INTERNATIONAL
HSBC HOLDINGS GROUP
INVESTEC BANK LTD
JPMORGAN CHASE BANK GROUP
MORGAN STANLEY
MACQUARIE BANK LIMITED
NEDBANK LTD
SOCIETE GENERALE BANK GROUP
STANDARD BANK GROUP
STANDARD CHARTERED BANK GROUP
AFRICAN BANK LTD
BIDVEST BANK LTD
CAPITEC BANK LTD
DISCOVERY BANK LTD
GRINDROD BANK LTD
SASFIN BANK LTD
ABN AMRO Bank N.V.
BANCO BILBAO VIZCAYA ARGENTARIA S.A
Coöperative Rabobank U.A.
CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK
DANSKE BANK
INDUSTRIAL DEVELOPMENT CORPORATION
ING Bank N.V.
KBC BANK
LANDESBANK BADEN-WUERTTEMBERG
MIZUHO BANK, LTD
NATIONAL AUSTRALIA BANK LIMITED
SKANDINAVISKA ENSKILDA BANKEN
SUMITOMO MITSUI BANKING CORPORATION

SVENSKA HANDELSBANKEN AB
AIG SOUTH AFRICA
BRYTE INSURANCE COMPANY LTD
CREDIT GUARANTEE INSURANCE CORPORATION
GUARDRISK INSURANCE
HOLLARD INSURANCE COMPANY
INFINITY INSURANCE
LOMBARD INSURANCE GROUP
MUTUAL & FEDERAL
RENASA INSURANCE COMPANY
SANTAM
YARD INSURANCE LIMITED

T2.2-34: 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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T2.2-35: 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:

……

……

……

……

……

……

……

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:

REFURBISHMENT OF THE DOM PEDRO QUAY AT THE PORT OF PORT ELIZABETH FOR A PERIOD OF SEVEN (7) MONTHS

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

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

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

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

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer: .....

(Insert name and address of organisation)

Name & signature of witness ..... Date .....

Tenderer's CIDB registration number: .....

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)		
Name(s)		
Capacity		
for the Employer	Transnet SOC Ltd	
	(Insert name and address of organisation)	
Name & signature of witness		Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

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

	.....	.....
Date	.....	.....

C1.2 Contract Data

PART ONE - DATA PROVIDED BY THE *EMPLOYER*

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

	Address	Registered address: **Transnet SOC Ltd** **Transnet National Ports Authority** **N2 Neptune Road,** **Entrance Foyer, TNPA Admin Building (Emendi Building)** **Port of Ngqura**
	Having elected its Contractual Address for the purposes of this contract as:	**Transnet SOC Ltd** **Transnet National Ports Authority** **Port of Port Elizabeth** **TNPA Admin Building** **Green Street** **Port Elizabet Harbour** **Gqeberha** **6200**
10.1	The *Project Manager* is: (Name)	**TBA**
	Address	**Transnet National Ports Authority** **Port of Port Elizabeth** **TNPA Admin Building** **Green Street** **Port Elizabet Harbour** **Gqeberha** **6200**
	e-mail	**TBA**
10.1	The *Supervisor* is: (Name)	**TBA**
	Address	**Transnet National Ports Authority** **Port of Port Elizabeth** **TNPA Admin Building** **Greene Street** **Port Elizabet Harbour** **Gqeberha** **6200**
	e-mail	**TBA**
11.2(13)	The *works* are	**REFURBISHMENT OF THE DOM PEDRO QUAY AT PORT OF PORT ELIZABETH**

11.2(14)	The following matters will be included in the Risk Register	**Working in an operational area** **Integration of existing and new systems**	
11.2(15)	The *boundaries of the site* are	**As stated in Part C4.1." Description of the Site and its surroundings"**	
11.2(16)	The Site Information is in	**Part C4**	
11.2(19)	The Works Information is in	**Part C3**	
12.2	The *law of the contract* is the law of	**the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.**	
13.1	The *language of this contract* is	**English**	
13.3	The *period for reply* is	**Two (2) weeks**	
2	**The *Contractor*'s main responsibilities**	**No additional data is required for this section of the *conditions of contract*.**	
3	**Time**		
11.2(3)	The *completion date* for the whole of the *works* is	**07 calendar months from the kickoff meeting.**	
11.2(9)	The *key dates* and the *conditions* to be met are:	***Condition* to be met**	***key date***
		1 Section 1 Completion	**15 Jun 2027.**
		2 Section 2 Completion	**17 May 2027**
		3 Section 3 Completion	**28 Sept 2027**
30.1	The *access dates* are	**Part of the Site**	**Date**

		1 Site Access (All Sections) — **Upon approval of pre-construction (Performance bond, Safety File, Site Establishment methodology and site office layout) documentation**
31.1	The *Contractor* is to submit a first programme for acceptance within	**Two (2) weeks of the Contract start Date.**
31.2	The *starting date* is	**Project Kickoff date**
32.2	The *Contractor* submits revised programmes at intervals no longer than	**Two (2) weeks**
35.1	The *Employer* is not willing to take over the *works* before the Completion Date.	**Specified Sectional key dates are be met.**
4	**Testing and Defects**	
42.2	The *defects date* is	**Fifty-two (52) weeks after Completion of the whole of the *works*.**
43.2	The *defect correction period* is	**Two (2) weeks**
5	**Payment**	
50.1	The *assessment interval* is monthly on the	**25th (Twenty-fifth) day of each successive month.**
51.1	The *currency of this contract* is the	**South African Rand.**
51.2	The period within which payments are made is	**Payment will be affected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.**

51.4	The *interest rate* is	**the prime lending rate of the Rand Merchant Bank of South Africa.**
6	**Compensation events**	
60.1(13)	The *weather measurements* to be recorded for each calendar month are,	**the cumulative rainfall (mm)** **the number of days with rainfall more than 10 mm** **the number of days with minimum air temperature less than 0 degrees Celsius** **the number of days with snow lying at 08:00 hours South African Time** **and these measurements: 10mm**
	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**
7	**Title**	**No additional data is required for this section of the *conditions of contract*.**
8	**Risks and insurance**	
80.1	These are additional *Employer*'s risks	**None**
84.1	The *Employer* provides these insurances from the Insurance Table	

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

	The deductibles are	**The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.**
	Note:	**The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."**
84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is	**The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.**
	The *Contractor* provides these additional Insurances	**1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected** **2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**

3 **Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**

4 **Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorized Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.**

5 **Marine Craft Hull insurance in respect of all marine craft or vessels utilized in performance of the Works for a sum sufficient to provide for their replacement**

6 **Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000**

7 **The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor.***

84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is	**Whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.**
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	**Principal Controlled Insurance policy for Contract .**
9	**Termination**	**There is no additional Contract Data required for this section of the *conditions of contract*.**
10	**Data for main Option clause**	
A	**Priced contract with Activity Schedule**	**No additional data is required for this Option.**
60.6	The *method of measurement* is	**The Bill of Quantity has been measured in accordance with SANS 1200 unless indicated otherwise.**
11	**Data for Option W1**	
W1.1	The *Adjudicator* is	**Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the *Adjudicator*, the Chairman of the Association of Arbitrators will appoint an *Adjudicator.***
W1.2(3)	The *Adjudicator nominating body* is:	**The Chairman of the Association of Arbitrators (Southern Africa)**

	If no *Adjudicator nominating body* is entered, it is:	**the Association of Arbitrators (Southern Africa)**
W1.4(2)	The *tribunal* is:	**Arbitration**
W1.4(5)	The *arbitration procedure* is	**The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)**
	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 - if the arbitration procedure does not state who selects an arbitrator, is	**The Chairman of the Association of Arbitrators (Southern Africa)**
12	**Data for secondary Option clauses**	
X2	**Changes in the law**	**No additional data is required for this Option**
X7	**Delay damages**	
X7.1	Delay damages for Completion of the whole of the *works* are	**R2,500.00 per day**
X13	**Performance bond**	
X13.1	The amount of the performance bond is	**5% of the total of the Prices**
X16	**Retention**	
X16.1	The retention fee is	**Nil**
	The retention percentage is	**10% on all payments certified.**
X18	**Limitation of liability**	

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

Z	***Additional conditions of contract* are*:***	
Z1	**Obligations in respect of Job Creation**	
Z1.1		**It will be a material term of this contract that the *Contractor* must contribute to the *Employer's* job-creation objectives as set out in Returnable Schedule T2.2-20.**
Z1.2		**The *Contractor's* undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.2-20 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the *Contractor* has failed in full to meet this specific material term of the contract, which may constitute a reason for termination.**
Z1.3		**The *Contractor* shall provide to the *Employer*, on a monthly basis or upon receiving an instruction to do so by the *Project Manager*, any documentation and/or evidence required by the *Employer*, which in the *Employer*'s opinion would be necessary to verify whether the *Contractor* has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2-20 The *Contractor* shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.**

Z2	**Additional clause relating to Performance Bonds and/or Guarantees**	
Z2.1		**The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the *Employer* by a financial institution reasonably acceptable to the *Employer.***
Z2.2		**The *Contractor* shall include in his pricing, the Cost of sourcing the Performance Bonds and/ or Guarantees and Submit these documents as stated by this Contract.**
Z2.3		**The Employer has provided forms/templates on Part C1.3. On submission the *Contractor* must not omit any condition stated in the template.**
Z3	**Additional clauses relating to Joint Venture**	

Z3.1

Insert the additional core clause 27.5

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

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

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

		• • **Financial requirements for the Joint Venture:** **i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;** **ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**
Z3.2		**Insert additional core clause 27.6** **27.6. The *Contractor* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer.***
Z4	**Additional obligations in respect of Termination**	
Z4.1		**The following will be included under core clause 91.1:** **In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and** **Under the second main bullet, insert the following additional bullets after the last sub-bullet:** • **commenced business rescue proceedings (R22)** • **repudiated this Contract (R23)**

Z4.2	**Termination Table**	**The following will be included under core clause 90.2 Termination Table as follows:** **Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"**
Z4.3		**Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."**
Z5	**Right Reserved by the *Employer* to Conduct Vetting through SSA**	
Z5.1		**The *Employer* reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any *Contractor* who has access to National Key Points for the following without limitations:** **1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.** **2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.** **3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.**

Z6	**Additional Clause Relating to Collusion in the Construction Industry**	
Z6.1		**The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.**
Z7	**Protection of Personal Information Act**	
Z7.1		**The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.**
Z8	**Assessment of extension of time with cost**	**Contractor will use time related item under Preliminary and General (P&G'S) for the assessment of extension of time with cost.**
Z9	**Obligations in respect of Subcontracting**	
Z9.1		**It will be a material term of this contract that the Contractor must subcontract a minimum of 30% of the value of the contract.**

Z9.2	**The Contractor's Subcontracting percentage as detailed in the tender submission Returnable T2.2-18 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.**
Z9.3	**The Contractor shall report to the Employer on a monthly basis during the term of the Contract, the amounts spent on each sub-contractor.**
Z9.4	**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 T2.2-18, 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.**

Z9.5		**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.**
Z10	**CIDB: Standard for Indirect Targeting**	**The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPGs) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.54575 dated 24 April 2026.** **Note: The CPG is applicable for projects that have a tender value from grade 7 and above and have a duration of 12 months or longer.** **It is required that the contractor shall achieve a CPG of 30% (by value) via sub-contracting's value is determined as the contract value (Excluding VAT, Escalation, Contingencies) of the contract, including labour and material to EME's and QSE's who are 51% or more black owned, or 35% or more black women owned AND who are registered with CIDB in any of the Grades 1 to 6. This amount is to include all costs associated with the management of all subcontractors associated with the Contract Participation Goal (CPG).**

Z10.1	**Low-Performance Penalties: Contract Participation Goal (CPG).**	**A penalty in respect of under performance against the Contract Participation Goal (CPG) of 30% shall be applicable.** **A penalty of (value of Planned Goal – value of Actual Goal) shall apply for non/ underachievement of the CPG.**

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 *Contractor* is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The *direct fee percentage* is	**%**
	The *subcontracted fee percentage* is	**%**
11.2(18)	The *working areas* are the Site and	**Port of Port Elizabeth**
24.1	The *Contractor's* key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	

	Experience:			
		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
B	**Priced contract with Bill of Quantities**			
11.2(20)	The *Bill of Quantities* is in	Rands		
11.2(30)	The tendered total of the Prices is	**(in figures)** **(in words), excluding VAT**		
	Data for Schedules of Cost Components	*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.*		
41 in SSCC	The percentage for people overheads is:	**%**		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	**%** (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	**Equipment**	**Size or capacity**	**Rate**
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	**Category of employee**	**Hourly rate**	

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

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Engineering & Construction Contract (June 2005) amended June 2006.

The *conditions of contract* stated in the Contract Data Part 1 may include one or more of the following Secondary Options:

Option X13: Performance Bond

Each of these Secondary Options requires a bond or guarantee "in the form set out in the Works Information".

Pro forma documents for these bonds and guarantee are provided here for convenience but are to be treated as part of the Works Information.

The organisation providing the bond / guarantee does so by copying the pro forma document onto his 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.

Drafting instructions:

1. Select the required pro formas by deleting the ones not required, then complete all the details except that which the bond / guarantee provider is required to complete.
2. There are two pro formas suitable for use with Option X13, but only one of them can be used; the Reducing Value Guarantee is generally used only for building works.
3. Then delete these drafting instructions. Delete this whole Securities section if none of the above secondary Options have been selected by the *conditions of contract*.

Pro forma Performance Bond (for use with Option X13)

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

{Insert name and registered address of the Employer}

Date:

Dear Sirs,

Performance Bond for Contract No.

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

{Insert registered name of the *Employer*} (the *Employer*) and

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

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

I/We the undersigned .....

on behalf of the Surety .....

of physical address .....

.....

and duly authorised thereto do hereby bind ourselves as Surety 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 Defects 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 Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. 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 Surety receives a notice from the *Project Manager* stating that the last Defects Certificate 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 Surety 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 Surety 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 _____ 200_

Signature(s)		
Name(s) (printed)		
Position in Surety company		
Signature of Witness(s)		
Name(s) (printed)		

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	7
C2.2	The *bill of quantities*	18

C2.1 Pricing instructions: Option B

1. The *conditions of contract*

1.1. B.U.I.L.D Programme Standards

Transnet has determined the percentage (30% sub-contracting) to be achieved for the Contract Participation Goal (CPG) on the contract. Allowable amounts are stated in the Bill of Quantities under the section Enterprise Development as a Provisional Sum in the Preliminaries and General (P&Gs) (Indirect Targeting).

Note: The BUILD Programme items included in this Bill of Quantities are provisional and subject to confirmation prior to contract award based on the final contract value and the applicable CIDB requirements at the date of award. If the award value is R20m or less, the CIDB BUILD provisions may be omitted by Transnet. If the award value exceeds R20m, the CIDB BUILD provisions shall apply. Notwithstanding the final tendered price, the Contractor SHALL price the applicable items for the CPG. Failure to price the CIDB BUILD items will result in a Bill of Quantities that is incomplete and may lead to disqualification.

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

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

Identified and defined terms	11	
	11.2	(21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration. (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.

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

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

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

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

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

1.3. Function of the Bill of Quantities

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

1.4. Guidance before pricing and measuring

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

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

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme,

fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

2. Measurement and payment

2.1. Symbols

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

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m^2	square metre
m^2-pass	square metre pass
m^3	cubic metre
m^3-km	cubic metre-kilometre
MN	meganewton

MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum[1]	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

2.2. General assumptions

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

2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.

2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.

2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.

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

2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.

2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.

2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

2.2.8. Transnet has determined the percentage (30% sub-contracting aimed at youth owned entities) to be paid for the Contract Participation Goal (CPG) on the contract and this amount shall be stated under the section Enterprise Development as a Provisional Sum in the Preliminaries and Generals (P&Gs). (Indirect Targeting)

2.2.9. All provisional sums stated in the bills of quantities will be treated as compensation events and based on defined costs using the shorter schedule of costs components.

2.2.10. **Indirect Targeting – Enterprise Development**

The Employer shall determine the percentage to be paid for the Contract Participation Goal (CPG) on the contract and this amount shall be stated under the section Enterprise Development as a Provisional Sum in the Preliminaries and Generals (P&Gs).

The rates illustrated in table 3 are the recommended rates to guide the Employer to determine the amount for Enterprise Development per targeted enterprise. The Employer may adjust these rates which may be affected by factors such as location of the project. The Employer must include this amount as a Provisional Sum in the Preliminary and General (P&G) section as illustrated.

2.3. Departures from the *method of measurement*

N/A

2.4. Amplification of or assumptions about measurement items

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

C2.2 The *bill of quantities (Refer to Annexure A of the RFP)*

Item No.	Description	Amount
	Summary of section	-
1	Preliminaries and General	-
2	Demolition in the existing deck	
3	New Deck Constructions Including Quay Furniture	
4	Stormwater and Drainage	
5	Fenders	
6	Excavating and levelling the existing bedding works	
7	Electrical Installation	
	Sub-total	
	Allow for a sum equivalent to 0.2% of the Contract Value **(SUB-TOTAL 1)** as a contribution to the CIDB BUILD Standard National Participation Fee. This amount shall be provided for as a Provisional Sum. Transnet will withhold this amount and pay it to the CIDB.	
	Total carried forward to section summary	

PART C3: SCOPE OF WORK

Document reference	Title	No of page
	This cover page	1
C3.	Scope of work	76
	Total number of pages	78

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C3.1 EMPLOYER'S WORKS INFORMATION

SECTION 1

1. Description of the *works*

1.1 Executive overview

The Dom Pedro Quay, originally completed in 1902 as a wooden deck-on-pile jetty supported by cast iron beams, underwent structural upgrades starting in 1955, including reinforcement and concrete deck improvements. Adjacent to it, the Cross Quay was constructed between 1960 and 1966 as part of the Bulk Cargo Quay (Berths 13 and 14) to handle bulk cargo, such as manganese, at the Port of Elizabeth (PoPE)

In 2008, the Dom Pedro Quay was further reconstructed with caissons and concrete capping, resulting in a two-section quay where the older segment connects the Cross Quay to the newly rebuilt portion. Together, the Dom Pedro Quay (old and new sections) and Cross Quay form a key fishing precinct within PoPE, supporting fishing operations, vessel berthing, cargo handling, and essential industry services, including ice supply and bunkering.

However, after more than 60 years since their last major restoration, the Cross Quay and the old section of Dom Pedro Quay exhibit significant deterioration of concrete surfaces, cope beams, bollards, and fenders, posing safety risks and limiting operational use.

In December 2023, TNPA commenced with the refurbishment of the Dom Pedro Quay; however, the following scope remains incomplete: this includes, but is not limited to, channel drain covers, scour protection, sections of the stormwater channel and conservancy tank, ferromanganese disposal, concrete surface bed, and fender system. Refer to Section 1.3 for the detailed scope.

The Socio-economic objective of the project is:

- *To develop targeted enterprises that are either JV partners to the successful bidder or sub-contractors.*

1.2 Employer's objectives

The employer's objective is to provide and maintain infrastructure that sustains fishing operations since Port of Port Elizabeth (PoPE) is the sole port in the Nelson Mandela Bay Metropolitan that serves fishing vessels, and the Dom Pedro Quay is one of the quays that services the fishing industry. In accordance with the National Ports Act 2005, Transnet National Ports Authority (TNPA) is responsible for planning, providing, maintaining, and improving port

infrastructure, ensuring that port services and facilities are adequate, efficient, and affordable.

The Dom Pedro Quay's current condition highlights the urgent need for PoPE to develop suitable infrastructure for fishing vessels, reinforcing the fishing industry in Algoa Bay.

To develop targeted enterprises that are either JV partners to the successful bidder or sub-contractors.

1.3 Engineering and the *Contractor's* design

1.3.1 Employer's design

The *Employer*'s design for the *works* is as follows:

- Structural works and reinforced concrete elements
- Civil Engineering works including earthworks and layer works, stormwater drainage systems, and installation of conservancy tank.
- Electrical installations including electrical reticulation, shore power and lighting

1.4 As-built drawings, operating manuals, and maintenance schedules

1.4.1 The *Contractor* provides the following:

- The *Contractor* shall prepare as-built drawings that accurately reflect the completed works.
- The *Contractor* shall compile and deliver data books containing all documentation relevant to the work executed under this Works Information.
- The *Contractor* prepares two (2) marked-up hard copies of the latest revision of the Employer's documents/drawings to represent the as-built/final state.
- The mark-ups shall be in RED and be complete and accurate. The *Contractor* submits the same to the Project Manager under cover of a Contractor's Transmittal Note.
- The *Contractor* shall provide, on a monthly basis throughout the duration of the contract, redline mark-up drawings, covering the entire Site, with accurate information pertaining to all constructed equipment and above or below-ground infrastructure, to the *Project Manager*.

The Completion Certificate will not be issued unless these accurate marked-up drawings have been received by the *Project Manager*.

1.5 Scope of Works

The Employer shall provide deliverables to achieve the required scope of work. The Employer shall provide the skilled staff to be formally mobilized to ensure that the deliverables of this project are met. The Employer and Contractor shall agree the interface particulars as and when applicable. All Owners' team representatives shall be consulted prior to commencement of each task order. All relevant policies and procedure documents shall be made available to the contractor upon request. The Scope of work for this project includes the scope for Structutres, Civil, Electrical, Engineering.

The Employer shall provide detailed design drawings of the proposed work areas. The Employer shall therefore undertake full responsibility for the total design solution. The main parts of the works which the Contractor is to undertake shall be the Execution phase deliverables. The Employer's ECSA registered engineering designers shall approve all design drawings and documentation prior submission to the Contractor.

1.5.1 Marine Engineering Scope of Work

1.5.1.1 General:

The scope of work includes the following:

- Demolish and remove the existing surface apron adjacent to the ice plant, dispose of materials in compliance with environmental requirements, and reconstruct the slab
- Removal of manganese material from within the existing underground old tank ring concrete foundation adjacent to the ice plant, backfill and construction of the surface slab in this area.
- Supply and installation of scour protection material at the corner of Cross Quay and Dom Pedro old section to prevent erosion and ensure long-term structural stability.
- Remove existing fenders and install new fendering systems suitable for the design vessels at the New Dom Pedro section.
- Partial installation of new fendering systems suitable for the design vessels at the Old Dom Pedro section.
- Installation of Dom Pedro quay furniture and services, including but not limited to wharf access ladders, and associated fittings.

1.5.1.2 List of standard and particular specifications

1.5.1.3 Standard specification

The following standard specifications listed in Table 1 shall be read in conjunction with this specification:Table 1: Standard specifications

Standard No.	**Description**
SANS 121 (SABS ISO 1461)	Hot-dip (galvanised) zinc coatings
SANS 1083	Aggregates from natural sources.
SANS 2011	Concrete (Structural)
SANS 0100	The Structural use of concrete - Part 2: Materials and execution of work.
SANS 50297-1 (SABS EN 197-1)	Cement - composition, specifications and conformity criteria. - Part 1: Common cements
SANS 1491-1	Portland cement extenders - Part 1: Ground granulated blast furnace slag
SANS 1491-2	Portland cement extenders - Part 2: Fly ash
SANS 1491-3	Portland cement extenders - Part 3: Condensed Silica Fume

1.5.1.4 Particular Specifications

- A2 Particular Specification – Scour Protection
- A3 Variations to Standardised Specification SANS 2001: Concrete

1.5.1.5 Work to be performed by the Contractor to Provide the Works

1.5.1.5.1 Plant and Materials

1.5.1.5.2 Concrete

1.5.1.6 Particular specifications

The following specifications listed in Table 3 shall apply:

NB: 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.

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

Where the term "plain concrete" appears in SANS Specification 1200G it shall be read as "mass concrete". Table 2 shows the standards and references to which concrete and other works must comply.

Table 2: Standards and references for Works

CODE	STANDARD
SANS 1200G	Concrete
SANS 1200 L	Medium pressure pipe lines
SANS 1200 LC	Cable ducts
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

1.5.1.6.1.1 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* may require samples of cement from anyone, or from every consignment for test purposes. Cement in any consignment from which a sample may have been taken for testing shall not be used until it has been approved by the *Supervisor.* 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.

1.5.1.6.1.2 Alkali reactive concrete

Alkali Reactive Aggregates shall not be used in this project. The equivalent Na2O content of the concrete shall not exceed 2, 0 kg/m3 where % Na2O equivalent = % Na2O + (0,658 x %K2O).

1.5.1.6.1.3 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 1.3.1.4.3 shall be applicable.

Evidence of compliance of the aggregates with the requirements of 1.3.1.4.1 &

1.3.1.4.2 shall be furnished as early as practical. No aggregate shall be delivered for use in the works until approval is given.

Sand (fine aggregate) 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 by Supervisor or Project Manager. Samples having a mass of 25kg (16.5 litres) of the proposed aggregate to be used in the Works may be required by the Supervisor for test purposes. Samples having a mass of 25kg shall be forwarded every three months during concreting work and also if the source of supply is changed. Allowance must be made for possible delay in that the tests may take 14 days to carry out.

1.5.1.6.1.4 Admixtures

Admixtures containing chlorides will not be permitted in reinforced concrete.

1.5.1.6.1.5 Cover blocks

Cover blocks used to ensure the cover to reinforcement shall be made of cement mortar.

Cover/spacer blocks made of plastic will not be permitted.

Cover blocks shall be dense, have a minimum 28-day crushing strength of 30 MPa and shall be cured in water for at least 14 days before being used.

1.5.1.6.1.6 Concrete quality

Prior to the start of any concrete work on site, the *Contractor* shall submit a Quality Assurance Plan to the *Project Manager*, which will ensure compliance with this 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/m3
- Cement Types II/B-V and II/B-W: 450 kg/m3

The *Project Manager* may require that measures be instituted to reduce heat development in the concrete.

1.5.1.6.1.7 Unreinforced concrete

- Class A Concrete:
- Filling to cavity of hollow walls.

1.5.1.6.1.8 Unreinforced concrete cast against excavated surfaces

- Surface blinding under footings and bases

1.5.1.6.1.9 Reinforced concrete

- 50 MPa/19mm Concrete
- Surface beds cast in panels on waterproofing.

1.5.1.6.1.10 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.

1.5.1.6.1.11 Concrete placing

The size, shape and depth of any excavation shall be according to the drawing and depth approved by the *Project Manager* before concrete is placed.

Unless otherwise permitted by the *Project Manager* in writing, no concrete shall be placed until the fixed reinforcement has been accepted by him and confirmed in writing by way of a release certificate.

1.5.1.6.1.12 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.

1.5.1.6.1.13 Slip Joints between Concrete and Brickwork

Slip joints shall be provided between brickwork and concrete slabs and beams by levelling up and towelling smooth the bearing surfaces of brickwork with 3:1 cement mortar and covering the bearings before the concrete is based, with two layers of one side smooth tempered hardboard, with the smooth sides in contact.

The ends and sides of beams and edges of concrete slabs shall be separated from the brickwork with 13mm thick bitumen impregnated soft board or expanded polyethylene strips placed vertically against the brickwork before the concrete is cast. Similar slip joints shall be provided between brickwork and concrete lintels cast in-situ, but without soft board or expanded polyethylene strips at ends.

1.5.1.6.1.14 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.

1.5.1.6.1.15 Grouting

25 MPa non-shrink cementitious grout: Bedding approximately 25mm thick under base plate including chamfered edges all round.

1.5.1.6.1.16 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/m2.

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.

1.5.1.6.1.17 Curing compound application

The total application rate of the curing compound shall be the greater of the supplier's specification or 0.90 l/m2. On textured concrete surfaces, the total application rate shall be 0.90 l/m2.

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 Supervisor.

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 ºC; 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.

1.5.1.6.1.18 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.

1.5.1.6.1.19 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; and
- 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.

1.5.1.6.1.20 Tolerances

Deviations shall be within the limits listed in SANS 1200 G for degree of accuracy II unless otherwise specified.

1.5.1.6.1.21 Testing and monitoring

Frequency of sampling and testing shall be as specified in SANS 1200.

1.5.1.6.1.22 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 m3, 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 m3, 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,

R = Relevant scheduled rate

$$1 - \sqrt{\frac{\text{Average strength of unsatisfactory concrete}}{\text{Specified strength} + 6\ MPa}}$$

Where the relevant scheduled rate (R) includes the cost of formwork or

$$F = 1 \cdot \frac{\text{Average strength of unsatisfactory concrete}}{\text{Specified strength} \cdot 6\ MPa}$$

Where the relevant scheduled rate (R) excludes the cost of formwork or where no formwork was involved.

1.5.1.6.1.23 Formwork

- Rough formwork (degree of accuracy ii)
- Rough Formwork to Sides:
- Strip footings.
- Bases.
- Walls in foundations.
- Outer face of walls flushes with perimeter of concrete structure. Rectangular columns

in foundations.

- Edges not exceeding 300mm high Rough Formwork to Circular Columns

1.5.1.6.1.24 Smooth formwork (degree of accuracy ii)

Smooth Formwork to sides:

Inner face of shaft walls.

Edges not exceeding 300mm high

1.5.1.6.1.25 Movement joints

Expansion joints with soft board between vertical concrete surfaces: 12mm Joints not exceeding 300mm high.

1.5.1.6.1.26 Saw cut joints

- 3.2 x 50mm And 6.4 x 20mm saw cut joints in two operations in top of concrete. Seal Sikaflex-11FC on backing chord to manufacturer's specification
- Horizontal toggle construction joints through concrete including thick cement slurry to one face.
- Surface beds not exceeding 300mmm thick.

1.5.1.6.1.27 Reinforcement

- 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.

1.5.1.6.1.28 Sleeve Pieces and Ties

Where it is necessary to leave plugs or holes in beams, slabs or any other reinforced concrete, all such plugs or holes must be situated in positions approved by the Supervisor before concreting. Where it is necessary to carry pipes, bolts, wires or any other fittings through reinforced concrete members, approved pipe sleeves must be provided and placed in position before concreting.

Where waste, ventilation water, heating or other pipes under 100mm diameter pass through concrete slabs and beams, galvanised mild steel sleeve pieces or diameters shown or required shall be cast into such concrete slabs and beams.

Chases shall be formed in edges of slabs or slots shall be formed in the slabs, or sizes required, where two or more pipes pass through together.

All necessary bolts, plugs, brackets, cramps, etc. shall be cast into the concrete as the work proceeds.

Where brickwork abuts against concrete, the brickwork is to be tied to the concrete with galvanized hoop-iron ties 1.6m thick by 32mm wide and approximately 600mm long to every third course of brickwork with one end of each tie cast approximately 150mm deep into the concrete. Where such fixing is impossible, i.e. where steel formwork is used, the ties are to be gun-nailed against concrete with steel nails to less than 38mm long.

1.5.1.6.1.29 Bagged Finish to Concrete

Concrete surfaces to receive bagged finish shall be prepared by removing sharp projections and making good defects with 3:1 cement mortar. Finish by rubbing over the whole area with wet rough sacking and cement grout to obtain an even surface.

1.5.1.6.1.30 Power Floated Finish

Power floated finish to floors etc. means that surfaces shall be floated c\mechanically to a smooth and even finish before the concrete has set. Small areas inaccessible to the machine are to be floated by hand. Under no circumstances is cement mortar to be added while floating the concrete.

1.5.1.6.1.31 "No Fines" Concrete

"No-fines" concrete, for grading flat concrete roofs and the like to falls, shall be in the proportion of 12 parts 19 iron cubical stone to 1 part cement mixed with 20 litres water per bag of cement and be laid to falls of not less than 15mm per linear metre for mastic asphalt and not less than 20mm per linear metre for sheet roof covering. For heavy load applications special mix designs may be required.

Fillets against up stands

Form triangular fillets, size 100 x 100mm, in corners with walls, kerbs, etc. neatly mitred at angles, stopped where necessary and finished smooth ready to receive waterproofing.

1.5.1.6.1.32 Stainless steel

Stainless steel is grade 316L and in compliance with AISI.

1.5.1.6.1.33 Galvanized steel

Galvanizing is carried out in compliance with SANS ISO 1461. The coating thicknesses shall be 25% greater than the standard in table 2, in accordance with SANS Specific Permit Conditions 1336/2494.

1.5.1.6.1.34 Scour Protection

Scour protection rock is in compliance with the type and grading stipulated in particular specification A2 – Scour Protection.

1.5.1.7 Construction

1.5.1.7.1 *Contractor's* Site

The *Employer* will make available a portion of land at the entrance of the Dom Pedro Quay for the *Contractor's* site offices and laydown will be confirmed during.

The berthing of fishing vessels at the Dom Pedro Quay will continue throughout the contract period and the *contractor* will have to make provisions in construction sequence and schedule to account for the movement of these vessels.

The *Contractor* shall monitor the tide levels to make provisions in construction sequence and schedule to account for low and high tides for marine works (Fender system, Ladders and scour protection).

1.5.1.7.2 Sequence of Construction

The *Contractor* is allowed to sequence construction to best suit the defined schedule. The sequence of construction shall take into account any long lead items and movement of traffic and vessels within the construction area. The *Contractor* determines the excavation and levelling activities to best suit his programme, dredging equipment availability, and the accommodation of other floating plant used by the *Contractor*, in consultation with the *Supervisor.*

In selecting appropriate dredging Equipment, the *Contractor's* attention is drawn to the requirement to minimize turbulence and silt plumes in the basin during dredging operations. The *Contractor* is required to comply with the Environmental Authorisation and the conditions contained in the Record of Decision.

1.5.1.8 Surveys

1.5.1.8.1 Hydrographic Survey

Before commencing any scour placement Works, the *Contractor* shall take soundings, to determine the level of the seabed.

Upon completion of the works, soundings should be taken again to confirm the levels of the newly constructed scour protection. Instrumentation

The *Contractor* shall provide all relevant instrumentations in working condition, suitable for the Works. Maintenance and calibration of instrumentation shall be carried out in accordance with the manufacturer's instructions by qualified persons at the *Contractor's* expense.

1.5.1.9 Site Clearance

1.5.1.9.1 Materials

Site clearance shall include clearing, grubbing, removal and disposal, where required, of loose blocks, concrete slabs, manganese and any structure or object not to be retained under the Works or which is not suitable for reuse in the Works. Site clearance shall be carried out as necessary throughout the site.

1.5.1.9.2 Obstruction to the Site

The *Project Manager* may give instructions that specific items shall not be removed during site clearance operations. Should the *Contractor* find it necessary to temporarily remove such item in order to execute his work safely, the *Contractor* shall obtain a written consent from the *Project Manager* to do so and reposition the items to its correct position as soon as the task is completed.

1.5.1.9.3 Programme

The *Contractor* shall programme his work such that underground services detection and site establishment does not delay permanent Works construction.

1.5.1.9.4 Disposal of Materials

All surplus materials generated in works completion shall be disposed of to the satisfaction of the *Project Manager*. Burning of material on-site shall not be permitted at any time. The *Contractor* shall make arrangements for disposal off the site to an approved licenced dumping site.

Hazardous waste shall be carefully handled, packed and removed safely off site to an appropriate licenced site in accordance with National and Local legislations.

Topsoil or material containing natural organic matter shall be stockpiled as ordered by the *Project Manager* for reuse and/or rehabilitation. Sandy material free of boulders and debris shall be disposed of on the eastern beach just east of the eastern breakwater. Gravel, pebbles, cobbles and boulders shall be disposed of on the designated spoil site on the eastern upper stockpile or spoil sites as designated by the *Project Manager*.

1.5.1.9.5 Site Demolition

All demolition work shall be carried out in accordance with BS 6187:2011 Code of Practice for Demolition or SABS 1200C. Particular attention shall be paid to the safety of the public and the provisions of fencing, barriers and signs for this purpose contained in Clause 12 of the BS 6187:2011 Standard.

The *Contractor* shall demolish, remove and dispose of the structures shown on the Drawings and any other obstructions which have not been designated to remain. Debris shall be disposed of in accordance with the Works Specification and current Regulations and Legislation. The methods used for demolition shall be such as to:

- Cause the minimum of disturbance to adjoining structures or to the occupiers of adjacent buildings and properties and the general public, due to vibration, air or structure borne noise, dust, water, projectiles, equipment or other causes.
- Not damage vehicles or property of occupiers or other persons on or near the Site.
- Not damage elements, structures, facilities and the like that are to remain.
- Maximise recycling of demolished materials.
- Prevent debris or deleterious materials entering the watercourse.
- Not make use of any explosives.

The *Contractor* shall be deemed to have fully ascertained all details of the structures to be

demolished through a site inspection, and review of the provided as-built information. The *Contractor* will not be compensated in the event that his assumptions on the nature and condition of structures to be demolished at Tender are inaccurate.

- Methods and Procedures
- In developing demolition methods and procedures, the Contractor should consider and address, but not be limited to, the following issues:
- Health, safety and Environmental issues; Stability of the structure;
- The possibility of lack of integrity of the pile to deck connections; The shape, size and weight of the structure;
- The method and location of disposal.

1.5.1.9.6 Underground Structures

The *Contractor* shall satisfy himself that all structures underground have been identified and clearly marked on the Drawings and his method of demolition will not adversely affect the structures that are not marked for demolition.

1.5.1.9.7 Existing Services

The *Contractor* shall locate the existing services accurately and mark them on the Drawings. Only after obtaining the express consent of the *Project Manager* shall the *Contractor* commence demolition of identified and clearly marked services.

1.5.1.9.8 Condition Assessment of existing structures

The *Contractor* shall satisfy himself with a condition assessment on all existing structures on site to ensure a smooth interface with the works. If there are any discrepancies between the design information and site conditions the *Contractor* shall reported to the *Project Manager* for further instruction.

1.5.1.10 Services and fittings

1.5.1.10.1 Wharf access ladders

Ladders at the locations specified on the drawings shall comply with the recommendations of BS 4211 and BS EN ISO 14122 and be fabricated with side rails of the full length of the ladder without any joint. The side rails shall be finished straight and square. All holes for rungs and edges shall be free of burrs and filled flush with side rails.

Ladder rungs, stringers and supporting brackets for fixed ladders shall be from steel complying with BS EN 10025 and galvanised in accordance with BS EN 1461.
Ladders shall extend 1.0m below the lowest water level. Safety chains shall be in accordance with the BS 6349.

1.5.1.11 Tolerances

1.5.1.11.1 Concrete structures

Tolerances on the various concrete elements are as follows:
Reinforced concrete: degree of accuracy II
Precast concrete: degree of accuracy I.

1.5.1.11.2 Testing and Surveys

1.5.1.11.2.1 Testing of Plant and Materials

All testing of Plant and Materials is out in accordance with the relevant SANS 1200 Standard Specifications unless otherwise specified in the documents bound in these specifications.

1.5.11 Drawings issued by the Employer

Table 3 displays is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract for the marine and civil works. issued by the Employer.

Table 3: Drawing list for the marine works at Dom Pedro

Drawing number	**Title**
2138436-1-000-M-LA-0001-01	Surface Slab
2138436-1-000-M-LA-0004-01	Bollardand Fender Layout and Details
XPE0017-1-000-S-LA-0006-01	New Section and Old Section Ladder details
XPE0017-1-000-s-LA-0007-01	Bollard, Fender and Ladder layout

XPE0017-1-000-S-LA-0008-01	Scour Protection layout and sections

1.5.2 Civil Engineering Scope of Works

1.5.2.1 Extent of the works

The civil engineering scope which will be covered in this document comprises:

- Survey control and setting out.
- Site clearance.
- Protection of existing services, and where required, relocation of services.
- Construction of concrete wearing surface, including earthworks and layer works;
- Construction of all stormwater drainage systems, including surface drainage channels and connections to separating tanks
- Construction of trenches for electrical lines (includes sleeves, manholes and trench details);
- Installation of conservancy tank.

1.5.2.2 Survey control and setting out:

The co-ordinate system is based on WGS 84 (Ellipsoid), Longitude 25. Setting out of the works is in accordance with this co-ordinate system. 3 Benchmarks are provided, the *Project Manager* is to point out landmarks and reference points in the Port Levels are given relative to Mean Sea Level.

The site surveys and plans to be in accordance with the Standard Survey Guidelines: TMH 11 as amended in 2013.

1.5.2.3 Governing codes and standards

The *Contractor* shall adhere to all South African National Standards (SANS) and codes of practice, as stated in this Works Information. (In all cases the latest publication, revision or amendment applies.)

Interpretations and meanings shall apply:

- Where the SANS 1200 series of Specifications are used within the Works Information, the following interpretations and meanings shall apply.
- In case of any conflict in interpretation, ambiguity or discrepancy between any SANS Specification (whether standard or written as a particular project specification) contained

in the Works Information and the conditions of contract, the conditions of contract take precedence within the ECC3 contract.

In case of any conflict in interpretation, ambiguity or discrepancy between any SANS Specification (whether standard or written as a particular project specification) contained in 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 ECC3 Clause 17.1.

Variations to the standardized specifications

Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:
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 are in accordance with the conditions of contract (and the ECC3 main and secondary options stated therein).

Within SANS 1200 A: GENERAL 2.3 DEFINITIONS, the following apply:

"Acceptable. "Approved (Approval)" is interpreted as either a *Project Manager* or a Supervisor communication or instruction in relation to Works Information compliance, consistent with the conditions of contract as the context requires.

"Adequate" is deleted. The *Project Manager* notifies the *Contractor* where the *Contractor* has not complied with the Works Information.
"Measurement and payment" and the further definitions contained within 6.3 c) are deleted. Assessment and payment are in accordance with the conditions of contract (and the ECC3 main and secondary options stated therein).
Within SANS 1200 A: GENERAL 2.6; APPROVAL, the following applies:
"Approval" by either the *Project Manager* and/or the *Supervisor* is without prejudice to ECC3 Clause 14.1 and, inter alia, ECC3 Clauses 13.1, 14.3 and 27.1.

SANS 1200 A: GENERAL 2.8; ITEMS IN SCHEDULE OF QUANTITIES, is deleted in entirety. Assessment and payment are in accordance with the conditions of the contract (and the ECC3

main and secondary options stated therein).

Within SANS 1200 A: GENERAL 4; PLANT, the following applies:

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

SANS 1200 A: GENERAL 4.2; 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.

SANS 1200 A: GENERAL 5.1 SURVEY, applies only to the extent that it is consistent with paragraph 3.1.14 of C3.1 Employer's Works Information.

Within SANS 1200 A: GENERAL 5.2; WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS, the following applies:

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

SANS 1200 A: GENERAL 5.4; 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 always consistent with the conditions of contract.

Within SANS 1200 A: GENERAL 7; TESTING, the following applies:

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

SANS 1200 A: GENERAL 8; MEASUREMENT AND PAYMENT, is deleted in entirety. Assessment and payment are in accordance with the conditions of the contract (and the ECC3 main and secondary options stated therein).

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 2001 specification referenced.

1.5.2.4 Site Clearance and Earthworks (general)

This section shall be read in conjunction with:

Specifications / Guidelines	
SANS 1200 C	Site Clearance
SANS1200 D	Earthworks (General)
SANS 1921-1	Construction and management requirements for works contracts Part 1: General engineering and construction works

1.5.2.5 Site clearance

The works for site clearance, earthworks and layer works include the following:

- Exposing of existing services where required.
- Removal of existing platforms, road pavement layerworks, edge beams in the perimeter of the site.
- Bulk excavation and treatment of in-situ material (including dewatering).
- Placing and compacting of sand bedding (commercially sourced).
- And any other work arising out of or incidental to the above or required of the Contractor for the proper completion of the works.

1.5.2.6 Removal of services

Where the removal of services is indicated on the respective drawings, the *Contractor* shall notify the *Project Manager* in writing of his or her intent 2 weeks prior to the intended commencement date. No work shall commence without the instruction of the *Project Manager*. For the purposes of uplifting of underground pipes (when required), a trench width of 600mm shall be used.

1.5.2.7 Spoil site

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.

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*.

1.5.2.8 Excavations

Reusable material shall be identified by the *contractor* and stockpiled in the designated area. Surplus or unsuitable material shall be disposed of. Should clay material be excavated, it should either be spoiled or used in non-structural fills. Topsoil is to be stockpiled for re-use for landscaping and rehabilitation activities. It is expected that the transported silty sand underlying

the surface layer will be suitable for use as selected layers in roadworks and surface beds, or as general fill for embankment construction.

The *Contractor* maintains all excavated faces exceeding 1,5 m deep in accordance with Government Regulations and all excavated faces not exceeding 1,5 m deep affecting the safety of the workhand/or the workmen. The *Contractor* carries the risk of collapse of excavated faces whether or not he takes any precautions, the nature of which to be entirely at his own discretion.

1.5.2.9 Excavations for working space

The *Contractor* shall determine additional excavations that may be required for working space. Descriptions of excavations for working space are deemed to include any additional risk of collapse so incurred and the returning and compacting of the excavated Material as described. No claim to be considered for any working space for formwork to concrete.

1.5.2.10 Exposing existing services

This Clause is to be read in conjunction with the provisions and obligations as contained in SANS 1921-1. All services in a particular area must be proven before commencing work in that area. Where services are indicated on the drawings or where from site observations can reasonably be expected that such services are likely to exist where excavations are to take place, the *Contractor* shall without instructions from the *Project Manager* or *Supervisor* carefully excavate by hand to expose and prove their positions. The cost of proving trenches for known services or services assumed to be present are deemed to be included in the tendered rates for this item.

All existing services are to be treated as operational (live). The *Contractor* shall take the necessary precautions to ensure that the services are not damaged. Construction is in a "brownfields" area. Services routed are proposed services and will be connected to existing services.

When a service is not located in its expected position the *Contractor* shall immediately report such circumstances to the *Project Manager* or *Supervisor* who will decide what further searching or other necessary action is to be carried out and shall instruct the *Contractor* accordingly. The cost of this additional searching shall be to the *Employer's* cost and shall be paid for under the relevant sections of the Bills of Quantities.

Should any service be damaged by the *Contractor* in carrying out the works and should it be found that the procedure as laid down in this clause has not been followed then all costs in

connection with the repair of the service will be to the *Contractor's* account. Proving of all services shall be completed at least two weeks in advance of the actual programmed date for commencing the protection of services work in the area (protection slabs or encasement). Proving services process entails the following, but not limited to:
Locate existing services / cables by hand excavation, being informed by Drawings, Wayleaves and local area operational service provider

- Confirm type, size, class of service / cable with responsible local area operational service provider (TNPA), having met on site with the responsible service provider persons
- Confirm route direction of services / cables or supply origin and destination point for each service / cable in excavation trench.
- Confirm availability of materials and lead time for the replacement, deviation of the affected services / cables
- Receipt of new materials for services relocation through commercial sources or Transnet sources.

The position of these services located must be surveyed and levelled by the *Contractor*, and the information given in writing to the *Supervisor*. The requirements of this clause do not relieve the *Contractor* of any obligations as detailed in the Conditions of Contract or under Clause 4.17 of SANS 1921-1.

1.5.2.11 Backfilling

Imported backfill material shall be selected from the commercial sources (or cut to fill material where the in-situ material meets the criteria set out by this Works Information document) and placed as specified. No clay shall be used as backfill.

Filling material shall be well watered, compacted and thoroughly consolidated to at least a density of 93% Modified AASHTO (American Associations of State Highway and Transportation Officials), to be verified by the *Project Manager* upon having had it tested. Prior to placement, the *Project Manager* must accept all filling material. A 60kg sample of the proposed fill is required for this purpose and fourteen days to be allowed for initial sample testing. Each layer of fill is to be tested and accepted by the Engineer before the next layer is placed and compacted.

1.5.2.12 Surplus earth

All surplus earth, topsoil and/or other materials from the excavations to be deposited and levelled on the Site, or carted away, as directed and accepted by the *Project Manager.* A copy of the documentation granting the *Contractor* permission to dump material at the identified Site/Sites and waybills, where hazardous waste is discarded, is to be made available.

1.5.2.13 Completion of excavations

The *Contractor* gives notice, in writing, to the *Project Manager* when the excavations are ready for inspection prior to any further construction taking place. The next phase of the works shall not commence until the *Project Manager* has accepted the excavations in writing and they are not to be covered until any variation has been measured.

1.5.2.14 Layerworks and surface bed

1.5.2.14.1 Supporting Specifications

This section shall be read in conjunction with:

Specifications / Guidelines	
SANS 1200-DM	Earthworks – Roads and subgrades
SANS 1200-G	Concrete - Structural
SANS 1200-M	Roads
SANS 1200-ME	Subbase (Roads)
SANS 1200-MF	Base (Roads)
SANS 1200-MK	Kerbing and channelling
SANS 731-1	Road markings Part 1: Single-pack solvent-borne paints

The works for the pavement layerworks and surface bed include the following:

- The construction of 300mm concrete surface.
- The construction of 150mm G2 base course layer.
- The construction of 150mm G7 subbase layer.
- Placing and compacting sand bedding.

1.5.2.15 Sub-base

The base layer shall be a 150mm thick G7 natural gravel compacted to 95% MOD AASHTO density. The conditions and specifications as set out in SANS 1200ME shall apply for this portion of the works.

Tolerances

The average thickness in any length of the road/platform, determined from levels taken before and after construction or from test holes, shall be at least the specified thickness and in no place shall the actual thickness be less than the specified thickness. The finished surface shall nowhere be above or more than 25mm below the designated grade. The cross-section, smoothness and width shall be in accordance with the tolerance specified in SANS 1200ME.

And any other work arising out of or incidental to the above or required by the Contractor for the proper completion of the works in accordance with the true meaning and intent of the contract documents.

1.5.2.16 Base

The base layer shall be a 150mm thick G2 crushed stone compacted to 98% MOD AASHTO density. The conditions and specifications as set out in SANS 1200MF shall apply for this portion of the works.

Natural gravel placed in the base shall, after compaction, shall apply with the following requirements:

- The maximum dimension of the gravel shall not exceed two-thirds of the thickness of the compacted layer.
- 'The grading limits of the gravel shall conform to the values given in Column 3 of Table I of SANS 1200MF, as relevant.
- The finished base, ready for the application of the bituminous surface, shall be true to level and cross-section, uniform and smooth, free from corrugations, humps, and depressions, and shaped within the tolerances set out in SANS 1200MF section 6.1.

Tolerances

The average thickness in any length of the road/platform, determined from levels taken before and after construction or from test holes, shall be at least the specified thickness and in no place shall the actual thickness be less than the specified thickness. The finished surface shall nowhere be above or more than 10mm below the designated grade, except where the base is placed against kerbs or channels. The cross-section, smoothness and width shall be in accordance with the tolerance specified in SANS 1200MF.

1.5.2.17 Thicknesses of compacted material

Given thicknesses are those for compacted Material. The *Project Manager* is to keep notes on all filling supplied by the *Contractor*.

1.5.2.18 Testing

The requirements of Clause 7 of SANS 1200M shall apply.

1.5.2.19 Removing unsuitable material

Any material which is considered by the technical officer to be of a quality that would be detrimental to the performance of the completed road shall be removed to widths and depths as instructed by the technical officer and shall be disposed of as prescribed. The excavated area shall then be backfilled with approved imported material compacted to the required density.

1.5.2.20 In-situ Channel

Channels shall be of the sections shown on the drawings and shall comply with the relevant requirements of SANS 1200 MK, when applicable, SANS 1200 GA.

1.5.2.21 Measurement and Payment

Measurement and payment of road layers shall be with the relevant SANS clauses. The unit of measurement for the individual items shall be as detailed in the bill of quantities.

1.5.2.21.1 Stormwater drainage

1.5.2.21.2 Supporting Specifications

This section shall be read in conjunction with:

Specifications / Guidelines	
SANS 2001-BE1	Earthworks general
SANS 2001-CC2	Concrete works (minor works)
SANS 1200 DB	Earthworks (Pipe trenches)

SANS 1200 LB	Bedding (Pipes)
SANS 1200 LE	Stormwater Drainage
SANS 5865	Concrete tests - The drilling, preparation, and testing for compressive strength of cores taken from hardened concrete

1.5.2.22 Materials

The stormwater system comprises a combination of open channel flow and pipes.

Class 34 uPVC pipes, conforming to SANS 791, to the diameter and length as stated on the drawings are to be used for underground stormwater network All cast in-situ elements shall be as specified on the drawings, with concrete strengths adequate to withstand 30kN wheel loads, and complying with SANS 927.

1.5.2.23 Laying

Unless otherwise directed by the *Project Manager,* the pipes and channels shall be laid as shown on plan layout drawing. If any obstacle or interference should be encountered which may require alterations to the trench or routes, such alterations shall receive prior written approval of the *Engineer.*

Trench layer works are specified in 4.2.3 of this Works Information. The pipes shall, after the completion of the trench, be laid with a minimum of delay so that the trench can be backfilled. The *Contractor* shall, however, not backfill the trench until each length of pipe has been inspected and approved by the *Engineer*.

The method to be used for laying pipes shall be approved by the Engineer prior to the commencement of the laying of the pipes.

1.5.2.24 In-situ - Channel Sizes

The in -situ stormwater channel sizes are as indicated on the layouts. The channel depth ranges from 250mm to 900mm.

1.5.2.25 Construction

The general requirements for the construction of earthworks set out in SANS 2001-BE1 shall apply. Where the trench bottom has been loosened or over excavated, it shall be well compacted with bedding material and raised to the correct level prior to the placing of bedding and pipe/channels. Channels shall be laid to even grades at the specified cover. The proposed stormwater pipe is intended to connect to an existing separation tank located beneath the deck. The *Contractor* shall verify the presence, position, and condition of the existing separation tank

on site prior to commencing the works. The Contractor shall ensure that the connection to the existing separation tank is properly executed, watertight, and suitable for the intended function. Any discrepancies between the design information and site conditions shall be reported to the *Engineer* for instruction.

1.5.2.26 Core Drilling

The *Contractor* will be required to install the new 250mm pipe through the existing tunnel using horizontal core drilling methods, conforming to SANS 5865. *Contractor* needs to provide a construction method statement on how the horizontal core drilling was done. *Contractor* shall ensure that the opening is sealed watertight upon installation if the 250mm pipe. *Contractor* shall take full responsibility for the drilling works and will be liable for any existing services damaged and repairs to concrete during the works. All works shall be carried out in a manner that maintains the structural integrity of the existing tunnel and prevents ingress of water.

1.5.2.27 Conservancy Tank

The scope covers the civil works for the supply and installation of a modular polyethylene conservancy tank (free issue). The work includes the following:

- Cutting and shaping an embankment
- Procure and install a polyethylene conservancy tank with adequate strength.
- Excavating for Conservancy Tank
- Casting of concrete slabs (Top and Bottom slabs)
- Backfill around the Conservancy Tank

The description of the works is not necessarily in totality and shall not limit the work to be undertaken by the *Contractor* under this contract.

During construction of the works, the existing infrastructure must remain fully operational at all times. *Employer's* objectives are to construct these facilities with zero harm to all and within the stipulated time frames.

1.5.2.28 Setting out

The conservancy tanks shall be installed in the positions and to the base levels shown on the drawings, or as directed by the *Project Manager.* No work may commence until the setting out

has been approved of by the *Project Manager*.

1.5.2.29 Excavations for conservancy tanks

Excavations for conservancy tanks shall be carried out in accordance with the applicable requirements of SANS 1200 D. Each excavation shall be made to the net outline of the conservancy tank plus 200mm side allowance along the entire perimeter of the tank, and to the required depth. The *Contractor* shall further take positive steps to avoid burying or contaminating material excavated. Any loss of material due to the *Contractor's* excavating methods shall be replaced at his cost.

1.5.2.30 Preparation of bottom of conservancy tank excavations

A cast in-situ 200mm concrete slab shall be installed at the bottom of each conservancy tank excavation. The cast in-situ 200mm concrete slab shall be trimmed and levelled off to ensure that the base of the installed tank will bear evenly over its full area. Any loose material in the bottom of the excavation shall be watered and well compacted to provide a firm level surface. Unsuitable material in the bottom of the excavation shall be excavated to the depth ordered by the *Project Manager* and replaced with well compacted selected material.

1.5.2.31 Installation of conservancy tanks

In addition to manufactured installation guidelines of the conservancy tank, following shall be considered:

The conservancy tank shall be carefully lowered into its excavation and orientated. Thereafter the discharge pipe shall be fitted, and the leakage test shall be carried out.

After acceptance of the conservancy tank by the *Project Manager* the excavation shall be backfilled with selected material to the level of the top of the conservancy tank. The material shall be adequately moistened prior to placing and shall be compacted in layers not exceeding 250mm, care being exercised not to cause any local indentations in the skin of the conservancy tank.

The backfill shall be finished off to the shape and level 300mm below from surface to accommodate concrete top slab.

1.5.2.32 Stabilization of selected backfill

Where unstable soil, clay and/or high-water table is a problem, a cemented stabilized backfill mix of 5% cement and 95% inert granular material must compacted in 250mm layers to 90% MOD AASHO or as ordered by the *Project Manager.*

1.5.2.33 Installation of pipes

The discharge pipes shall be accurately installed in accordance with the details shown on the manufacturing drawings.

1.5.2.34 Spoil material

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.

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*.

1.5.2.35 Making good depressions

At such times during the execution of the works as the *Project Manager* may direct, upon completion of the works and again before the expiry of the period of maintenance, all fill areas shall be examined, and subsidence and depressions shall be refilled and made good.

Tolerances

Conservancy tank position

The installed position of the conservancy tank shall be within 100mm of the positions shown on the drawings or ordered by the *Project Manager.*

Orientation of conservancy tank

The orientation of the conservancy tank shall be such that the discharge pipe can be accurately

installed.

Conservancy tank base level

The base level of installed conservancy tank shall not differ by more than 50mm from the designated level.

1.5.2.36 Testing

Component materials

The testing of component materials shall be carried out in accordance with the relevant SANS specifications or as ordered by the *Project Manager*, to test the requirements specified in the relevant specification.

1.5.2.37 Leakage test

The conservancy tank with the outlet sealed off, shall be completely filled with water and allowed to stand. If after three hours there are no signs of leakage, the conservancy tank will be deemed to have satisfied the requirements of the test.

1.5.2.38 Mansory

1.5.2.38.1 Supporting Specifications

This section shall be read in conjunction with:

Specifications	
SANS 227	Burnt clay masonry units
SANS 2001-CM1	Masonry walling
SANS 2001-EM1	Cement plaster

- The masonry works include the following:
- Construction of stormwater manholes
- Construction of electrical and comms 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.

1.5.2.39 Brickwork 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.

Intersecting walls shall be properly toothed with each other and all angles levelled and plumbed.

When brick-built manholes are constructed in wet ground, the external surfaces shall be rendered with 12mm thick 3:1 cement sand mortar mix.

1.5.2.40 Burnt clay bricks

Burnt clay bricks are to comply with the requirements of SANS 227 and be equal in all respects to the selected samples. e to inside) every header course.

Where bricks with holes are used, the holes in such bricks are only to be filled in solid with mortar where specified. All bricks that do not carry the SANS mark, are to be tested by a SANS certificated laboratory for testing purposes.

Brickwork to be built level and plumb with mortar as specified. The bricks are to be laid on a solid bed of mortar and all joints thoroughly grouted up solid throughout the whole width of each course. The brickwork is to be carried up in a uniform manner; no one portion being raised more than 1.2m above another at any one time.

1.5.2.41 Warpage

The warpage of brick units that are classified as face brick extra (FBX) or face brick standard (FBS) shall be within the following limits:

FBX units

- The warpage of any individual unit shall not exceed 5 mm
- In not more than three units shall the warpage exceed 3 mm.

FBS units

- The warpage of any individual unit shall not exceed 5 mm.

Compressive strength

The average compressive strength of 12 units shall not be less than the nominal compressive strength and, when tested in accordance with section 6.6 of SANS 227, the individual compressive strength of units shall comply with the appropriate values relative to the nominal compressive strength given. In the case of engineering units, the compressive strength shall be 28MPa or greater.

1.5.2.42 Inspection and methods of test

Inspect each unit in the sample for compliance with the requirements including class of brick, shape, appearance, texture, color, and markings. Sampling and testing methods as set out in SANS 227 shall apply.

Test specimens

To carry out all the tests, a minimum of 59 units is required as set out below. After inspecting the required number of units and measuring 32 units for dimensions (SANS 227 section 6.4) and warpage (SANS 227 section 6.5), allocate the 59 units for submission to the remaining tests as follows:

- Compressive strength test: 12
- Efflorescence test: 20
- Soundness test: 6
- Water absorption test: 6
- Determination and analysis of water-soluble salts test: 6
- Moisture expansion test: 9

NB: All the tests as shall be carried out for engineering class bricks.

Cement mortar

Cement mortar is to be Class II (7 MPa) as per SANS 2001-CM1. The material is to be mixed dry until of uniform color and then water added, and the mixture turned over until the ingredients are thoroughly incorporated. Cement mortar to be produced in such quantities as can be used before commencing to set as no cement mortar that has once commenced to set

is to be used in any way.

Care to be taken in mixing cement mortar to remove from the mixing machine or platform any old mortar that has already set as such mortar is not be incorporated into any new batch.

Mortar joints

Mortar joints to brickwork generally to be 10 mm in thickness with level bedding joints and vertical perpends. 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.

1.5.3 Electrical Scope of Works

1.5.3.1 Executive overview

The purpose of this document is to detail the works to be undertaken by the *Contractor* in relation to the Dom Pedro Refurbishment in the Port of Port Elizabeth. Within this document, the works detailed, to be undertaken by the *Contractor* includes but not limited to:

- Detect and Investigation of the existing LV cable that supply the existing Kiosk next to the old Dom Pedro including verification of its suitability.
- Modification of the existing LV Kiosk next to the Old Dom Pedro Quay.
- Disconnecting, removal and transportation of existing MCB, shore power plugs and associated LV cables at the old Dom Pedro Quay within 5km radius.
- Supply, deliver, and install equal or similar approved to ABB 4 times T2N, 160A, PR222 MCCB with new tales termination to the existing Busbar.
- Disconnecting, removal and transportation of existing power pedestal kiosks situated at the Dom Pedro Cross Quay within 5km radius.
- Supply, delivery and installation of LV cables.
- Supply, delivery and installation of power Pedestal distribution electrical kiosk with a 5-pin three phase, 3-pin single phase industrial sockets and weatherproof socket outlets and associate.
- Supply, deliver, install, and configure of smart energy meter compatible to

AMR, with all the necessary communication required (communications module, GSM antenna) to be installed in the power Pedestal distribution electrical kiosk for metering purposes.

- Supply, delivery and installation of medium mast lighting.
- Commission and testing of the entire installation and hand over to the *Employer*.

In some occasions, the *Contractor* may be required to undertake designs and submit them to the *Employer's* responsible personnel for approval. The designs by the *Employer* which illustrates the overall design methodology is detailed and shown in the drawings and specifications accompanying this document. The *Contractor* shall read this document in conjunction with all the drawings, and the specifications mentioned herein this document.

1.5.4 List of Abbreviations

Abbreviation	Description
℃	Degree Celsius
A	Ampere
LV	Low Voltage
TNPA	Transnet National Port Authority
m	Metres
mm2	Squared millimetres
SANS	South African National Standards
V	Volt/ Voltage
PE	Port Elizabeth

1.5.3.2 Governing Codes, Standards and Specifications

1.5.3.3 SANS Standards

All Design's undertaken, Plant's and Materials supplied, Equipment to be used by the *Contractor*, in agreement with the *Employer*, with the intention to execute the works detailed in this document, shall comply as a minimum, to the requirements of the SANS/IEC standards listed in the table below. Where reference is made to a standard, the reference shall be taken to mean the latest edition of the standard, supplements and revisions thereto. Table 4 contains the listed SANA Standards to be followed in the execution of the electrical works.

Table 4: SANS Standards for the electrical works

Standard No.	Description
SANS 32/SANS121	Hot Dip Zinc (galvanised) Coatings
SANS 156	Moulded-case circuit-breakers
SANS 767 - 1	Fixed earth leakage protection circuit-breakers
SANS 780	Distribution Transformers
SANS 950	Unplasticized chloride rigid conduit and fittings for use in electrical installations
SANS 1063	Earth rods, couplers and connections
SANS 1085	Wall outlet boxes for the enclosure of electrical accessories
SANS 1091	National colour standards for paint
SANS 1213	Mechanical cable glands
SANS 1279	Floodlight Luminaires
SANS 1433 - 1	Electrical terminals and connectors Part 1 terminal blocks having screw and screw less terminals
SANS 1433 - 2	Electrical terminals and connectors Part 2: Flat push-on connector
SANS 1507 (part 1 – 4)	Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1900/3300V) Part 1 - 4
SANS 1777	Photoelectric control units for lighting (PECUs)
SANS 10199	The design and installation of earth electrodes
SANS 60137	Insulating Bushings for Alternating Voltages above 1000V
SANS 60439 - 2	Low-voltage switchgear and controlgear assemblies Part 2: Particular requirements for bus bar trunking systems (busways)
SANS 60669 - 2 - 1	Switches for household and similar fixed electrical installations Part 2-1: Particular requirements - Electronic switches
SANS 60669 - 2 - 4	Switches for household and similar fixed electrical installations Part 2-4: Particular requirements - Isolating switches
SANS 60947 - 7 - 1	Low Voltage Switchgear and Controlgear Part 7 – 1: Ancillary equipment – Terminal blocks for copper conductors

IEC 60998 - 2 -1	Connecting devices for low-voltage circuits for household and similar purposes Part 2-1: Particular requirements for connecting devices as separate entities with screw-type clamping units
IEC 61643 - 1	Low-voltage surge protective devices Part 1: Surge protective devices connected to low-voltage power distribution systems - Requirements and tests

1.5.3.4 Codes of Practice and Statutory Requirements

All Design's, Construction works (i.e. excavation), installation works to be undertaken by the *Contractor*, in agreement with the *Employer*, with the intention to execute the works detailed in this document, shall adhere to as a minimum, the requirements of the Codes of Practice listed in the table below. Where reference is made to a Code of Practice, the reference shall be taken to mean the latest edition of the Code of Practice, including latest amendments, supplements and revisions thereto. Table 5 contains the list of Standards to be followed in the execution of the electrical works.

Table 5: Relevant standards to be adhered to for the electrical works

Standard	**Description**
OHS Act 1993	Occupational Health and Safety Act (Electrical Installation regulations)
SANS 10142-1	Code of Practice for the Wiring of Premises Part 1 Low Voltage Installations.
SANS 10389-1	Exterior lighting Part 1: Artificial lighting of exterior areas for work and safety
SANS 10389-2	Exterior lighting Part 2: Exterior security lighting
SANS 10389-3	Exterior lighting Part 3: Guide on the limitation of the effects of obtrusive light from outdoor lighting installations

1.5.3.5 Transnet Specifications

All Design's undertaken, Plant's and Materials supplied by the *Contractor* in agreement with the *Employer*, with the intention to execute the works detailed in this document, shall comply in general with all associated Transnet Specifications listed below.

It is understood that Transnet Specification requirements are more stringent than the SANS requirements, the *Contractor* is required to fully comply with the Transnet Specifications. In the case where SANS is stringent than Transnet Standard, the *Contractor* shall comply with SANS. Table 6 contains a list of Transnet Standards to be followed in the execution of the electrical works.

Table 6: Transnet Standards to be followed in the execution of the electrical works.

Specification No.	**Description**
TPD-001-EL&PSPEC	Specification for electrical installations to buildings other than dwellings houses
TPD-002-DBSPEC	Technical specification for low voltage distribution boards
TPD-003-CABLESPEC	Technical specification for the installation of medium and low voltage cables.
TPD-004-EARTHINGSPEC	Technical specification for earthing and the protection of buildings and structures against lightning.
TPD-010A-HIGHMASTSPEC-A	Specification for the design, supply and installation of high mast lighting
TPD-017-SCISSORMASTSPEC	Specification for the design, supply and installation of scissor mast lighting

1.5.3.6 Plant Service Condition

1.5.3.6.1 Ambient/Environmental Conditions

All Plant and associates to be supplied by the *Contractor* shall be designed and rated for continuous operation under the following conditions:

Altitude 0 to 1800m above Sea Level.

Ambient temperature	- 5°C to +40°C (daily average +35°C)
Relative humidity	As high as 96%
Lightning conditions	Severe, with a maximum lightning ground flash density of 0.9 flashes per km² per annum
Atmosphere	Salt laden and corrosive industrial chemical and dust laden nature. Frequent heavy rains driven by wind reaching speeds of 100 Km/h and above

1.5.3.7 Electrical Conditions

Low Voltage System

The Low Voltage system of supply will be three phase, 3 – wire system, 50Hz alternating current (AC) at a nominal voltage of 400V.

The voltage may vary within the range of 95% to 105% of the nominal and all equipment installed shall be suitably rated.

1.5.3.8 Detailed Work to be carried out by the *Contractor*

This works information shall be read in conjunction with the drawings listed in section 2.6.3, SANS standards, codes of practice, and Transnet specification listed all listed in section 2.6.3.

All works to be carried out shall be performed with full adherence to safe practice of electrical installations as stipulated in SANS 10142-1 and OHS Act 85 of 1993 (Electrical Installation Regulations).

1.5.3.9 Detection and investigation of the existing LV cable that supply the Kiosk next to the Dom Pedro Quay

The *Contractor* shall Detect and investigate the condition and size of the existing low voltage electrical cable that supply the existing low voltage kiosk next to the old Dom Pedro Quay. Should the cable found not suitable to supply the existing low voltage kiosk with additional loads, the contractor shall replace the existing low voltage cable with the suitable low voltage cable including the modification (supply and installation of suitable MCB) of the existing low voltage distribution board inside the existing TNPA substation.

1.5.3.10 Modification of the existing LV Kiosk next to the Dom Pedro Quay

The *Contractor* shall modify the existing electrical kiosk outside next to the Old Dom Pedro Quay to ensure compliance with SANS 10142-1 and TPD-002-DBSPEC-Technical specification for low voltage distribution boards.

The *Contractor* shall disconnect, remove, and transport the existing 60A and 100A MCBs supplying the existing shore power plugs, including the associated LV cables, at the Old Dom Pedro Quay. All removed items shall be handed over to the TNPA Maintenance Manager at the Port of PE within a 5 km radius.

The *Contractor* shall supply, deliver and install equal or similar approved to ABB 4 x T2N, 160A, PR222, MCCB with new tails termination to the existing busbar as shown on the drawing no: XPE0023-1-000-E-LA-0003-01.

All equipment, modifications, and installation works shall comply with the requirements of SANS 10142-1 and TPD-002-DBSPEC Technical Specification for Low Voltage Distribution Boards.

1.5.3.11 Disconnecting, removal and transportation of existing Pedestal at the Dom Pedro Cross Quay

The Contractor shall disconnect and remove the existing shore power kiosks at Dom Pedro Cross Quay. The removed items shall be issued to the TNPA maintenance manager at Port of PE within 5km radius. The Contractor shall disconnect and remove the existing LV cables that supply the two shore power kiosks at Cross quay. The removed items shall be issued to the TNPA maintenance manager at Port of PE within 5km radius.

1.5.3.12 Low Voltage Cable Installation

The Contractor shall supply, deliver, offload, install and terminate a 70mm², 4-core low voltage 600/1000V, SWA, ECC, PVC insulated copper cable from the modified existing electrical kiosk to the shore power pedestal electrical kiosks. The Contractor shall supply and install 110mm uPVC flexible sleeves with long radius bends. The 70mm²

600V/1000V, PVC insulated, ECC, SWA, 4 core LV cables shall be terminated, and glanded neatly and appropriately using suitable sized Cable Corrosion Glands. The typical cable route is shown on drawing number : XPE0023-1-000-E-LA-0001-01 - Electrical Shore Power layout. The OEM bending radii requirements of the cable shall be adhered to.

The *Contractor* shall supply, deliver, offload, install and terminate a 50mm², 4-core low voltage 600/1000V, SWA, ECC, PVC insulated copper cable from the modified existing electrical kiosk to the power pedestal electrical kiosk. The Contractor shall supply and install 110mm uPVC flexible sleeves with long radius bends. The 50mm² 600V/1000V, PVC insulated, ECC, SWA, 4 core LV cables shall be terminated, and glanded neatly and appropriately using suitable sized Cable Corrosion Glands. The typical cable route is shown on drawing number : XPE0023-1-000-E-LA-0001-01 -Electrical Shore Power layout. The OEM bending radii requirements of the cable shall be adhered to.

The *Contractor* shall supply, deliver, offload, install and terminate a 4mm², 2-core low voltage 600/1000V, SWA, ECC, PVC insulated copper cable from the modified electrical kiosk to the medium mast lighting Pole 1,Pole 2 and Pole 3. The Contractor shall supply and install 110mm uPVC flexible sleeves with long radius bends. The 4mm² 600V/1000V, PVC insulated, ECC, SWA, 2-core LV cables shall be terminated, and glanded neatly and appropriately using suitable sized Cable Corrosion Glands. The typical cable route is shown on drawing number: XPE0023-1-000-E-LA-0002-01 - Electrical Lighting layout. The OEM bending radii requirements of the cable shall be adhered to.

1.5.3.13 Power Pedestal Electrical Distribution Kiosk

The Contractor shall design, supply, deliver, offload, install a stainless steel shore power pedestal electrical distribution kiosks. The shore power pedestal distribution kiosks shall be floor standing and positioned as shown on drawing number : XPE0023-1-000-E-LA-0001-01 -Electrical Shore Power layout. The shore power pedestal distribution kiosks shall be manufactured from 3CR12 type material with a thickness of 2mm, IP66 and paint type shall be powder coated at 40 microns and shall allow for bottom cable entry for ease of connection as as shown in drawing number XPE0023-

1-000-E-LA-0003-01 -Electrical Distribution Kiosk Layout. The shore power pedestal electrical distribution kiosks shall be installed complete with the appropriate sized din rail, cover, spare ways cover, Switchgear, 63A plug 5-pin three phase, 3-pin single phase industrial sockets. The industrial plug shall be incorporated with the earth leakage unit protection device that has a rated earth leakage tripping current (rated residual current) IΔn not exceeding 300 mA for three phase and 30mA for single phase. The shore power pedestal electrical distribution kiosks shall also be fitted with any other necessary mechanical accessories for support as shown in drawing number XPE0023-1-000-E-LA-0003-01 -Electrical Distribution Kiosk Layout. The Contractor shall supply, deliver, install, and configure of smart energy meters compatible to AMR, with all necessary comms (communications module, GSM antenna) to be installed in the shore power pedestal electrical distribution kiosks for metering purposes as shown in drawing number XPE0017-1-000-E-LA-0003-01 -Electrical Distribution Kiosk Layout.

The Contractor shall also design, supply, deliver, offload, install stainless steel shore power pedestal electrical distribution kiosks. The shore power pedestal distribution kiosks shall be floor standing and positioned as shown on drawing number: XPE0023-1-000-E-LA-0001-01 -Electrical Shore Power layout. The shore power pedestal distribution kiosks shall be manufactured from 3CR12 type material with a thickness of 2mm, IP66 and paint type shall be powder coated at 40 microns and shall allow for bottom top cable entry for ease of connection as as shown in drawing number XPE0023-1-000-E-LA-0003-01 -Electrical Distribution Kiosk Layout. The shore power pedestal electrical distribution kiosks shall be installed complete with the appropriate sized din rail, cover, spare ways cover, Switchgear, 125A, 5-pin three phase industrial sockets. The industrial plug shall be incorporated with the earth leakage unit protection device that has a rated earth leakage tripping current (rated residual current) IΔn not exceeding 300 mA for three phase and 30mA. The power pedestal electrical distribution kiosks shall also be fitted with any other necessary mechanical accessories for support as shown in drawing number XPE0023-1-000-E-LA-0003-01 -Electrical Distribution Kiosk Layout. The Contractor shall supply, deliver, install, and configure of smart energy meters compatible to AMR, with all necessary comms (communications module, GSM antenna) to be installed in the shore power pedestal electrical distribution kiosks for metering purposes as shown in drawing number XPE0023-1-000-E-LA-0003-01 -Electrical Distribution Kiosk Layout.

1.5.3.14 Dom Pedro Quay Lighting

The *Contractor* shall design, supply, deliver, offload and erect 3 x 10m Scissor Mast Poles. The *Contractor* shall erect the Scissor Mast Poles in positions shown in drawing number: XPE.E.0023-1-000-E-LA-0002-01. The Scissor Mast Poles shall be constructed with a flange base in alignment with the Scissor Mast Pole foundations which are included in this document. The Scissor Mast Poles shall be mounted on concrete base foundations and shall be constructed and manufactured in compliance to Transnet specification TPD-017-SCISSORMASTSPEC . The frame of the pole shall be Hot Dip Galvanised Steel and shall be painted according to Transnet specificationTPD-017-SCISSORMASTSPEC. The Scissor Mast Pole shall be equipped with a lightning protection system that complies with Transnet specifications TPD-004-EARTHINGSPEC and TPD-017-SCISSORMASTSPEC.

The *Contractor* shall supply, deliver, offload and install 10x similar or equal approved to Beka LED flood MAXI 279W luminaires onto the scissor mast poles as per drawing number: XPE.E.0023-1-000-E-LA-0002-01. The Luminaires shall be supplied, delivered and installed complete with control gear, wiring, LED modules and optics.

Should the *Contractor* propose using alternate luminaires that are equal or similar approved to Beka LED flood MAXI 279W, the *Contractor* shall submit a preliminary lighting design at tender stage. The *Contractor* shall thereafter conduct a lighting level simulation and design prior to commencing with any construction work.

The *Contractor* shall submit the simulations in both portable document format (PDF) and a native document of a format of Relux Project (.rdf) accompanied with a photometric data of a luminaire of a format of LumEdit EulumDat File (.LDT) to the *Employer's Engineer* through the *Project Manager* for acceptance. Only after approval has been received, may the *Contractor* commence with any construction work.

The *Contractor* is required to test the installation in the presence of the *Employer 's Engineers* and issue electrical "Certificate of Compliance" (COC) for all work done to the satisfaction of the *Employer's Engineers*. The *Contractor* shall also issue a "RMD 9 certificate" shall be issued for all high masts that have been installed or refurbished.

The *Contractor* shall undertake a lighting survey at night to measure and record the lighting level in the area where work was undertaken in the presence of the *Employer's Engineers.* The *Contractor* shall notify the *Employer's Engineer,* seven days prior to the lighting survey.

1.5.3.15 Earthing and Lightning Protection

The *Contractor* shall design supply, deliver, offload and install a suitable earthing system to electrical shore power kiosks as per the typical earthing details shown in drawing number XPE0023-1-000-E-LA-0003-01-Electrical Distribution Kiosk Layout.
The *Contractor* shall design, supply, deliver, offload and install a suitable earthing and lightning protection system to lighting poles as per the typical earthing details shown in drawing number XPE0023-1-000-E-LA-0002-01.

1.5.3.16 Testing and Commissioning

The Contractor shall conduct a Factory Acceptance Test (FAT) for all Plant's to be installed as part of the Works to be executed in this Contract prior to delivery to site. The FAT shall be conducted in the presence of the Employer's Engineer. The legal transfer of ownership from the Plant's supplier to the Contractor shall be held by the Contractor until the Plant is fully installed, tested commissioned on the Employer's designated site.

The Contractor shall conduct a Site Acceptance Test (SAT) for all Plant's supplied, offloaded and delivered to the designated Employer's site. The SAT shall be conducted in the presence of the Employer's Engineer. The legal transfer of ownership from the Plant's supplier to the Contractor shall be held by the Contractor until the Plant is fully installed, tested commissioned on the Employer's designated site.

The Contractor shall test the entire works as per SANS 10142-1 and hand over all relevant test certificates to the Employers Project Manager for acceptance.

The Contractor shall hand over all LV certificates of compliance as per the OHS Act of 85 and SANS 10142-1 for the installation.

The Contractor shall test and commission the entire Earthing and Lightning protection system as per Transnet Specification TPD-004-EARTHINGSPEC and SANS 10142-1 in

the presence of the Employer's Engineer.

The Contractor shall handover all test certificates to the Employer's Project Manager for acceptance by the Employer's Engineer.

1.5.4 List of drawings

1.5.4.2 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.

Table 7: List of drawings for the execution of electrical works

Drawing number	Revision	Title
XPE.E.0023-1-000-E-LA-0001-01	00	DOM PEDRO QUAY REFURBISHMENT POWER LAYOUT
XPE.E.0023-1-000-E-LA-0002-01	00	DOM PEDRO QUAY REFURBISHMENT LIGHTING LAYOUT
XPE0023-1-000-E-LA-0003-01	00	DOM PEDRO QUAY REFURBISHMENT POWER PEDESTAL DISTRIBUTION KIOSK LAYOUT

1.6 As-built drawings, operating manuals and maintenance schedules

1.6.1 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 F (Refer DOC-STD-0001).

1.6.2 Installation, Maintenance and Operating Manuals and Data Books

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

2 Completion, testing, commissioning and correction of Defects

2.1.1 The *work* to be done by the Completion Date

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

Item of work	**To be completed by**
As built drawings of [state details, cross-reference to paragraph 2.8 under C3.1 Employer's Works Information]	Within [state specific number] days [better to state "prior to" to obtain a hold on the Contractor] Completion.
Performance testing of the works in use as specified in paragraph [state details, but I assume such tests required prior to Completion would be included under paragraph 3.2.4 Commissioning] of this Works Information.	See performance testing requirements [cross-reference to paragraph 3.2.4 of C3.1 Employer's Works Information].

SECTION *2*

3. Management and start up

3.1 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:
Contract Management (overall contract progress and feedback, including risk register and compensation events)	Monthly	TRANSNET National Ports Authority: Port of Port Elizabeth offices and/or MS Teams	CM, Project Manager, Supervisor, Contractor's Project Manager, Project Team, Contractor's Planner, Contractor's Quantity Surveyor
SHE meetings	Monthly	MS Teams	CSHEO, CM, Project Manager, SHEC, Contractor's Project Manager, Project Team
SHE Pre-mobilization Meeting	Within 1 week prior to site establishment by Contractor	TRANSNET National Ports Authority: Port of Port Elizabeth offices	CM, Project Manager, HSR, EO, ProjEM, Contractor's Project Manager
Stakeholder Engagement Meetings	Monthly	MS Teams	Client, CM, Project Manager, HSR, Contractor's Project Manager, Project Team

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.

3.2 Documentation Control

3.2.1 The Project Management Office filing system will be utilized for the control of all relevant documentation. All documents will be delivered via document control with a proof of transmittal. Copies of all correspondence, specifications and drawings, contracts and agreements, data sheets, minutes of meetings, *Employers* agent instructions, invoices and payment certificates, access certificates, quality, and any variations, (compensation events or project change notices) will be filed and archived in the project folder by the Doc Controller. A document register will also be developed to capture incoming and outgoing documents. All documents issued to 3rd Party contractors and to the *Employer* must be submitted through the *Employer's* Document Control Department.

3.2.2 The final documentation to be handed to TNPA which will be the property of TNPA is the designs, costings, specifications, drawings, tender documentation, and the feasibility study report. The documentation will be supplied in hard copy 2 of, in PDF format 2 CD's and in native electronic format 2 CD's.

3.2.3 The Contractor is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation.

3.2.4 The control, maintenance and handling of these documents will be the Contractor's sole responsibility and at its expense and managed with a suitable document control system. The Contractor Documentation Register should be submitted; Document Control will allocate the Employer's documentation numbers on the Contractor Documentation Register and return it to the Contractor.

3.2.5 A unique sequence number will be allocated to each document and remains the same for each submittal of that specific document. The Contractor shall use the Employer's document numbers and titles exactly as per the Contractor Documentation Register on all documentation submitted. Electronic file names for all documentation shall be exactly as per the Employer's documentation numbers, including the revision numbers. The format of these documents shall be in native format and/or PDF format and will be

discussed at the kick-off meeting.

3.2.6 Each Supplier of documentation and data to the Project is responsible for ensuring that all documentation and data submitted conforms to the Project Standards and Data Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Data not meeting the Project Standards and Data Quality requirements will be cause for rejection and returned to the Contractor for corrective action and re-submission. Should any change be made to documentation already submitted, then a revised document shall be issued to replace the outdated information.

3.2.7 The *Contractor* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure is in place to support the electronic transmission of documentation. Electronic files submitted to the Project shall be clear of known viruses and extraneous "macros". The Supplier of documentation is required to have, at all times, the latest generation of virus protection software and up-to-date virus definitions.

3.2.8 The *Contractor* shall be responsible for the supply of all Sub-Supplier / Contractor Manufacturer, etc documentation and data related to their package of work and shall ensure that these Sub-Suppliers have the capability to supply the necessary documentation and data in the required time frame and quality as outlined in the specified standards prior to awarding sub-orders.

3.2.9 Ownership of data, designs and documents – The parties agree that copyright in the data, design and documents shall, after payments by the *Employer* of the services to the *Contractor*, lie with the *Employer* subject to the *Employer's* indemnification against any claim from any party that may arise as a result of the *Employer's* use of such a document due to the *Contractor's* infringement of copyright.

3.2.10 All documents issued to 3rd party contractor and the Employer should be submitted through the EPCM *Contractor's* document control department. Any contractual communication between TRANSNET and the contractors shall be issued by the *Contractor* on behalf of TRANSNET. These communications shall be similarly recorded through the *Contractor's* document control department.

3.2.11 The documentation to be submitted for review shall be submitted on or before the dates specified on the Documentation Register under cover pf the *Contractor's* Transmittal Note, and the Transmittal Note must state the purpose of the submission.

Documentation for different purposes must be sent on separate transmittals. The *Contractor* shall note that documentation will be rejected if this requirement is not met.

3.2.12 Acceptance of documentation by the *Project Manager* will in no way relieve the *Contractor* of his responsibility for the correctness of information, or conformance with his obligation to provide the Works. This obligation rest solely with the *Contractor*.

3.2.13 After review, a copy of the original reviewed/marked-up drawing/document, with the *Project Manager's* consolidated comments and document status marked on the Contractor Review Label, is scanned and the hard copy shall be returned to the Contactor under cover of the *Project Manager's* Transmittal Note for revision or re-submittal as instructed.

3.2.14 The code resulting from the review is as follows, i.e.:

a) Code C1 - "Proceed, No Exception Taken"

b) Code C2 – "Proceed, with Exceptions as Noted, Revise and Resubmit"

c) Code C3 – "Do Not Proceed, Revise as Noted and Resubmit"

d) Code C4 – "Information Only – Accepted as Submitted"

e) Code C5 (FN) – "Certified Final – No Further Submittal Required"

f) Code C6 (AB) – "Certified As-Built - No Further Submittal Required"

3.2.15 The Contractor shall allow the *Project Manager* 2 weeks to review and respond to the *Contractor's* submission of the documentation, i.e., from time of receipt to the time of dispatch. However, work shall proceed without delay in the event of the late return of the documentation by the *Project Manager* with prior notification in writing by the *Contractor*.

3.2.16 On receipt of the reviewed documentation the *Contractor* shall make any modifications requested/marked-up and resubmit the revised documentation to the *Project Manager* within 2 weeks. Queries regarding comments/changes should be addressed with the *Project Manager* prior to resubmittal.

3.2.17 All revised data shall be submitted by the *Contractor* in its entirety and shall reflect the revision control numbers and shall also indicate with documentation the revised

documentation supersedes, if applicable. In the case of drawings every sheet has its own revision number and is revised as an individual document. In the case of the documents all sheets under cover of one document number shall be under the same revision number and be resubmitted, even if the revision is a minor one.

3.2.18 Upon completion of Contract Documentation Close-out checklist/criteria the *Project Manager* shall make arrangements for formal Hand-over. Hand-over shall be conducted as per the agreed and approved handover plan. In the event that no such plan exists the *Project Manager* shall formulate the hand-over criteria and the set of documentation required for such Hand-over. During the hand-over/ submission the Contractor shall submit: 2 x hard copies and Electronic version to document control or the *Projects Manager*.

Changes of any form to the scope shall follow the Change Management Process and be correctly communicated (through the project communication plan/process) to all disciplines and documented. All changes to the project shall be reviewed and evaluated for their impact to the project.

3.3 Health and Safety Management

3.3.1 The Principal Contractor complies with the following Health and Safety requirements, but not limited to:

a) Transnet Health and Safety Project Specification

b) Occupational Health and Safety Act (Act 85 of 1993) and Regulations.

c) Project and Construction Management Professions Act (Act 48 of 2000)

d) Transnet health and safety policies and procedures; and

e) National Road Traffic Act.

The Principal *Contractor* ensures that its *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 Principal *Contractor* makes the Health and Safety specification available to its employees and Contractors in the language of this contract and other local languages as required.

The Principal *Contractor* conducts a method statement, risk assessment and safe work procedures pack per activity prior to carrying out that 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 *Principal Contractor,* and his key persons with respect to the H&S specification, are contained within (Health and Safety Project Specification).

The *Principal Contractor* shall appoint a full-time CHSO per shift, registered and in good standing with SACPCMP for the duration of the works, 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 *Contractors*) have been completed.

The CM is responsible, within the context of the H&S project Specification, for health and safety on the site, and reports to the *Project Manager*. CM to be registered and in good standing as a Pr.CM with SACPCMP and to be full-time on site. The C*M* 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 *Contractors*) have been completed.

All items of plant, equipment and vehicles travelling within the site shall be legally complaint and 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 *Principal Contractor* and all contractors will undergo entry medicals before the commencement of the project and thereafter on an annual basis inclusive of exit medicals. Medicals to include drug testing. Medicals to be done by an Occupational Medical Practitioner (OMP).

Trainings as stipulated in the H&S project specification will be completed by relevant *Principal Contractor* employees before the commencement of the project and during the execution phase where applicable.

All shall comply with PPE requirements as mentioned in this document as well as Health and

Safety Project Specification taking note that only long sleeve pants and shirts are allowed to be worn on site in addition to the compulsory project PPE requirements.

Transportation of employees will not be allowed at the back of LDV's, even those fitted with a canopy.
All employees and visitors undergo daily alcohol testing by a trained person and calibration certificates to be available upon request.

Upon appointment of the *Principal Contractor*, the TNPA HS Agent will apply for a CWP to the DoEL. No construction work will commence until such time that the *Contractors* HS file has been accepted by the PrCHSA or a TNPA HS representative, and the Department issues the TNPA PrCHSA with a CWP number.

A site access certificate will be issued to the *Principal Contractor* once the CWP has been received. Inductions will then be arranged via the *Project Manager*.

The *Principal Contractor* shall further comply with all applicable legislative requirements and standards with respect to his own activities and others on the site. All HS requirements applicable to the *Principal Contractor* will also be applicable to all *Contractors* appointed.

3.4 Environmental Constraints and Management

3.4.1 Manganese Waste Management

The appointed *Contractor* is responsible for the removal of all waste from the site as per the waste classification and keep proof of safe disposal in the file. Of particular importance will be the handling, storage, treatment and disposal of Manganese waste prior to the execution of activities at the cross-quay berth, which entail the following:
The *contractor* shall:

3.4.1.1 Document review and sampling

- Contractor shall review the existing hazardous waste classification information to understand the hazardous waste classification
- Contractor will then sample the manganese-contaminated material on site, conduct laboratory tests and produce a waste classification report
- Contractor will then classify and provide a report of the hazardous waste

management requirements.

3.4.1.2 Excavation, Waste storage and handling

- Contractor shall excavate 159.04m³ of manganese-contaminated material from the existing underground old tank ring concrete foundation adjacent to the ice plant.
- The 159.04m³ of Manganese material will then be loaded onto trucks and transported to a hazardous waste processing plant

3.4.1.3 Waste Treatment and Disposal

- Upon arrival at the hazardous waste processing plant, the 159.04m³ of manganese material shall then be processed and treated to an acceptable level for the disposal material, as per the National Environmental Management Waste Act 59 of 2008 and waste management regulations.
- The treated or processed waste will then be disposed of according to the National Environmental Management Waste Act 59 of 2008 and waste management regulations.

3.4.2 The tenderer shall review the Transnet Governance Framework in preparing the returnable

3.4.2.1 Annexure G : Transnet Integrated Management System (TIMS) Policy Commitment Statements.

3.4.2.2 Annexure H : TNPA Integrated Management System (IMS) Policy Commitment Statements.

3.4.2.3 Annexure I : Standard Operating Procedure: Construction Environmental Management (009-TCC-CLO-SUS-11386)

3.4.2.4 Annexure J : Contactor Environmental and Sustainability Specification Guidelines (TRN-IMS-GRP-GDL-014.4).

3.4.3 The tenderer must provide evidence of how their Environmental Management Plan will ensure conformance to ALL the below-mentioned requirements.

- Roles and Responsibilities

- Legislative Requirements
- Impacts and Mitigation
- Incident and Non-conformance Reports
- Monitoring and Continuous Improvement
- Attach a copy of the Environmental Policy signed by Top Management

3.4.4 Appointment of an Environmental Resource to ensure the project is compliant to all environmental legal requirements are in place before the project is undertaken.

3.4.5 A tenderer to provide an organogram depicting the Environmental Resource (ER) and illustrating the environmental reporting structure. In addition to the organogram, the roles and responsibilities of the Environmental Resource (ER) must be illustrated in the Curriculum Vitae (CV). The Environmental Resource (ER) must have a minimum of three (3) years of on-the-job experience. The Environmental Resource (ER) must have a Natural Science or Environmental Management Degree as a minimum and attach a copy of the qualification for evaluation purposes.

3.4.6 As a minimum, the Environmental Resource (ER) responsibilities are as follows:

3.4.6.1 The tenderer must provide at least 3 projects where construction environmental management duties have been executed, including a brief (explanation) description of the environmental duties conducted ad how.

3.4.6.2 The appointed Service Provider shall adhere to the Environmental Management Plan (EMP), the Transnet SOP CEM, CESSG and PES if applicable.

3.4.6.3 Post the appointment, the service provider shall submit for an environmental file for approval before execution. The environmental file is inclusive of Environmental Method Statements for the undertakings to be updated if there any deviations. All further work Method statements must be submitted for approval 6 weeks before the undertaking.

3.4.6.4 A full time on- site Environmental resource will be required to monitor and ensure that all the environmental requirements are met for the site and its documented records All Environmental records must be kept up to date as the work progresses up until the site closure. The Environmental resource will report and be supported by the TNPA environmental resource to address any deviations and implement

corrective actions for continuous improvement on site. TNPA environmental resource will oversee environmental conformance and undertake frequents monitoring of the site and its documentation with the Environmental specialist.

3.4.6.5 At the completion of works, the environmental file will be handed over to TNPA for record, review and acceptance. All documented evidence of the construction phase environmental management must be on file. Furthermore, at site decommissioning, the site must be cleared and the affected area returned to an environmentally acceptable state under the supervision TNPA environmental resource. Once all the environmental site closure requirements are met, Site closure inspection audit will be undertaken, and site closure certificate issued by the TNPA environmental resource.

3.5 Quality assurance requirements

3.5.1 The Contractor shall have, maintain and demonstrate its use to the Project Manager (and/or the Supervisor as appropriate) the documented Quality Management System to be used in the performance of the works. The Contractor's Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the Project Manager).

3.5.2 The Contractor submits his Quality Management System documents to the Project Manager as part of his programme under ECC Clause 31.2 to include details of:

- Quality Plan for the contract;
- Quality Policy
- Index of Procedures to be used; and
- A schedule of internal and external audits during the contract

3.5.3 The Contractor develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.

3.5.4 The Project Manager indicates those documents required to be submitted for either information, review or acceptance and the Contractor indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents

with the Project Manager responding to documents submitted by the Contractor for review or acceptance within the period for reply prior to such documents being used by the Contractor.

3.5.5 The Quality Plan means the Contractor's statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the works meet the standards stated in the Works Information.

3.5.6 Where specified, the Contractor shall submit a project quality plan to Transnet Port Authorities within 28 working days after the Contract start date. The quality plan shall detail how the Contractor's Quality System will be applied to the Works Information specified in the Contract, and shall address the following:

- Satisfying the technical and quality requirements of the Supplier/Contractor's Works Information, and relevant elements of the applicable ISO 9001 standard.
- Include all quality activities relevant to the Works Information, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements.
- List of all applicable codes, standards and specifications.
- 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.
- Include all proposed method statements (for site-based work activities).
- Include a description of the Supplier/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.
- Include a listing of all Quality Control Plans (QCP's), and associated Field Inspection Checklists (FIC's), as applicable.
- Identify in the Project Quality Plan any Sub-Supplier/Sub-Contractor work.
- Include the proposed Authorised Inspection Authority (where applicable - for

pressurised equipment and systems).

- Include a schedule / index of proposed quality records.

The Project Quality Plan shall be controlled and re-submitted for approval when required to incorporate any change necessary during the Contract duration to ensure that the document is maintained as an effective control, change management and records. The change management will be done to an agreed policy or procedure.

3.5.7 The Quality Policy mean the overall intentions and directions of the Contractor related to quality as formally expressed by top management.

3.5.8 The Index of Procedures means a list or schedule of the Contractor's Quality Control procedures that will be employed during the contract.

3.6 Programming Constraints

3.6.1 The *Contractor* presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy format printed in full colour in A3 size and in soft copy 'Native' format with activity layout files (Note that PDF soft copy versions are not acceptable). Within seven days of award of contract, the Contractor submits his Level 4 programme to the *Project Manager* for acceptance, together with the associated works method statements and a supporting Basis of Schedule document.

3.6.2 The *Contractor* shows on each programme he submits to the *Project Manager,* the requirements as outlined in the ECC (Clause 31 and associated contract specific clauses).

Additionally, the *Contractor* shows on each programme he submits all internal procurement activities conducted by himself as well as associated works and/or deliveries of materials and/or services the *Contractor* procured via external parties.

3.6.3 The *Contractor* complies with the *Employer's* site access restrictions and occupation windows. It is expected that the Contractor allows sufficient Time Risk Allowances and/or plans concurrent works so as not to hinder progress should changes to occupation windows occur.

3.6.4 The Contractor uses Primavera version 6 for his programme submissions or a similar programme software package equivalent to Primavera version 6 subject to the prior written notification and acceptance by the *Project Manager*.

3.6.5 The *Contractor* shows on his Accepted Programme and all subsequently revised

programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.

3.6.6 The *Contractor's* programme shows duration of operations in working days. A normal working week comprises five working days, each of eight working hours. Alternative working hours are to be submitted to the *Project Manager* for approval.

3.6.7 The *Contractor's* programme shows the following levels:

3.6.7.1 Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.

3.6.7.2 Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below.

3.6.7.3 Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned codes as agreed with the *Project Manager*, this will be agreed post Contract award. The *Project Manager* notifies any subsequent layouts and corresponding filters on revised programmes.

3.6.7.4 Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the *Contractor* relating to all operations identified on the programme representing the daily activities by each discipline.

3.6.8 The *Contractor* shows on each revised programme he submits to the *Project Manager* a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the *Contractor*.

3.6.9 The *Contractor* submits progress tracker sheet information to the Project Manager at least 1 (one) full working day prior to progress meetings at weekly intervals. Tracker reports are to have back-to-back relationships with Fabrication and GA Drawings with the works detailed such that all aspects of the works can be monitored and tracked though its fabrication/construction sequence. Sheets to have work steps and weight factor percentages utilized to develop the progress tracking sheets. Where necessary multiple tracking sheets may be required to track each assembly member throughout is development.

3.6.10 The *Contractor* submits programme report information to the *Project Manager* at least 1

(one) full working day prior to progress meetings at fortnightly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.

3.6.11 The *Contractor's* weekly programme narrative report includes:

3.6.11.1 Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.

3.6.11.2 3-week Look ahead Schedule - showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.

3.6.11.3 Manpower Histogram – reflecting actual, forecasted and planned activities.

3.6.11.4 Progress Tracker Sheets for Fabrication, Erection, Installation, Construction & Commissioning.

3.6.11.5 S-curves – reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned values as calculated by the detailed progress report.

3.6.11.6 Detailed narrative status and performance of operations on the Site and Working Areas.

3.6.11.7 Detailed narrative status and performance of operations outside the Working Areas.

3.6.11.8 Deviation from the Accepted Programme register with associated action plans to rectify.

3.6.11.9 Critical action items (Top 10).

3.6.11.10 Key Risks (Top 10).

3.7 Contractor's management, supervision and key people

3.7.1 Contractor's Project Manager

The *Contractor* employs a *Project Manager* (CPM) as a key person under ECC3 Clause 24.1.
The CPM is employed on a full-time basis and shall be site-based for the duration of the construction activities.

The CPM must be familiar with, and have a solid understanding of, the operation of the NEC3 ECC and will have at least five years' experience gained in a similar position on projects operating the NEC3 suite of contracts. Where the CPM cannot demonstrate the required level of experience in the NEC3 suite of contracts, the *Contractor* arranges for training to be given

by an experienced independent trainer in the understanding and application of those management procedures contained in the NEC Contracts.

3.7.2 Contractor's Safety Health and Environmental Officer

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

The CSHEO tasks are:

Daily, weekly and monthly inspections of the Site and Working Areas. The Contractor is referred to Annexure 6 and 3 of the CEMP. Monitor compliance with the CEMP (to include the SES and PES) and the environmental method statements submitted to the Project Manager
Reporting of an environmental incident as defined in section 6.4 to the Project Manager.
Attendance at all SHE meetings, toolbox talks and induction programmes as envisaged in the Standard Environmental Specification. Litter control and ensuring the Contractor clears litter from the Site and Working Areas and ensuring that environmental signage and barriers are correctly placed.

The CSHEO submits daily, weekly and monthly checklists to the SHEC. Report templates are included in the Starter Pack issued to the Contractor at the Kick-off Meeting hours, conditions of employment, work permits, etc. The Contractor shall further adhere to the requirements of any Industrial Relations Policy of the Employer applicable to the particular area, detail of which would be made available by the Project Manager when requested.

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

3.7.4 The CIRP is based on the Site and ensures that all reports and IR requests are submitted accurately and in a timely manner to Project Manager, CM, PIRM, PSIRM or SIRM].

The CIRP tasks are:

- Dedicated to human resources, industrial relations and any other Contractor employee related function;

- Resolve all human resources and industrial relations matters arising from the Contractor's employees;
- Represent the Contractor at all industrial relations meetings
- Represent the Contractor on the IRCC

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

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

3.8 Training workshops and technology transfer

3.8.1 Safety and Environmental Awareness

3.8.1.1 Inductions

The Contractor facilitates the following requirements for training workshops:

- The Employer's Site Induction - All personnel must complete the Project Site Induction prior to working on the site. The purpose will be to ensure that all personnel are made aware of and are conversant with the requirements of this Safety Plan, site rules, environmental requirements, cultural heritage and community relations
- Contractor Job Specific Induction - All personnel shall complete Job Specific Inductions for the contracted works prior to commencing work. These inductions will be the responsibility of specific contractors
- Visitors - A Visitors Safety Induction program will be established at all sites explaining the site, the conditions applicable to their entry onto site and the necessary PPE they will be required to wear.

3.8.1.2 Contractor's Training Programs

Contractor's training programs will include coverage of the following where relevant to individual's duties:

- The Project's Safety Plan
- Contractor's Safety Plans

- Fitness for Work
- Operating mobile plant
- Slinging and moving loads and using lifting devices
- Manual handling
- Working at height
- Purpose of inspections and inspection reports
- Contractor's site specific inductions
- Confined space
- Hot work
- Pre start checks
- PPE use and training
- Isolation
- Scaffolding; and
- Hazardous substance handling, storage and use.

At the completion of all training, competency of individuals shall be validated by the trainer. This will be by means of an examination (written, oral or practical) or an assessment of the trained person's performance during the training. A record of safety training undertaken by each employee will be documented and retained permanently on a database and the employee's site identification and security card.

3.8.1.3 Competency

All personnel engaged to carry out work on the Project must have the necessary skills and knowledge and be competent to perform the tasks for which they have been employed. Contractors and new employees will be required to furnish proof by way of licences, permits,

certificates or by recognition of prior learning (RPL) or by written certification by a qualified assessor of their skills, competencies and knowledge of their work tasks.
No person may carry out any work on the Project unless proof of competency has been provided to the Project Manager.

3.8.1.4 Training Workshops and Technology Transfer for the Owner's personnel

The installation of the new plant will make a significant change in the operation and maintenance requirements. Both Operations and Maintenance personnel will be exposed to new technology.

It is therefore essential that the Contractor provides comprehensive training (both theoretical and practical) to the Employer's staff members in the operation and maintenance of the works. On completion of the training, it is expected that the Employer's personnel will be able to deal competently with any out-of-course situation that may arise during daily operation of the plant and the associated controls.

The Contractor compiles a Training Manual containing easy-to-understand notes on all the subject matter covered in the training courses. Separate manuals may be prepared for Operations training and Maintenance training. Each Learner must receive a copy of the Training Manual for the course that he/she has attended. In addition, three copies of the Training Manual must be handed to the Employer for reference purposes.

The Contractor submits a Training Programme to the Project Manager for review no later than two weeks before the commencement of the cold commissioning. Because the Employer's personnel are engaged on shift work, it may be necessary to schedule a number of training courses at different times in the day.

The Contractor maintains an accurate record of the training given and is to submit a report on completion of the training. The report will include, but not be limited to, details of the Trainer, the scope of the training, the duration of training on each topic and the Employer's personnel who received training.

3.9 Insurance provided by the Employer

3.9.1 Insurance provided by the Employer is contained in the Contract Data – Part 1. The

Contractor is required to provide an All-Risk Insurance and this must be included on the tendered rates.

3.10 Contract change management

3.10.1 No additional requirements apply to ECC Clause 60 series.

3.11 Provision of bonds and guarantees

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

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

3.11.3 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.

3.11.4 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.

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

3.12.1 The *Contractor* keeps the following records available for the *Project Manager* to inspect:

- Records of design employees location of work
- Proof of payments for actual expenditure; and
- Rate breakdown for activities concerned.
- A statement of invoices;
- Escalation is calculated on a separate sheet and presented to the Project Manager for acceptance;
- The amount paid to date;
- Retention monies to be deducted from the invoice;

- Interest payable;
- Escalation formula used;
- Settlement discount;
- Proof of ownership of materials supplied;
- Copies of delivery notes of Plant and Material;
- Summary sheet of manning;
- Summary of progress covered by invoice; and
- The invoice is presented as an original.

3.13 The *Contractor's* Invoices

3.12.1 When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

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

3.12.3 The invoice states the following:

Invoice addressed to Transnet SOC Ltd;

Transnet SOC Limited's VAT No:

4720103177; Invoice number;

The *Contractor*'s VAT Number; and

The Contract number

The invoice contains the supporting detail including company statement

3.12.4 The invoice is presented by email.

3.14 People

3.14.1 The *Contractor* complies with the following PIRPMP

3.14.1.1 **CONTRACTOR LIABILITY**

1.1. The *Contractor* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the C*ontractor's* employees, which loss will include any indirect or consequential damages;

1.2. The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's*

employees shall take place on Transnet premises, whether owned or rented by Transnet.

1.3. *The* Contractor shall give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.

1.4. The *Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.

1.5. The *Contractor* is required to develop a Contingency Strike Handling Plan, which plan the *Contractor* is obliged to update on a three monthly basis. The *Contractor* must provide Transnet with this plan and all updates to the Plan. The *Contractor* is responsible to communicate with its employees on site details of the plan.

4. Plant and Materials Standards and Workmanship

4.1 CIDB Standard for Contract Skills Development and CIDB Standard for Contract Participation

4.1.1 Standard for Indirect Targeting

Employers Objectives:

The objective of the project is to provide for a minimum contract participation goal (CPG) of 30% of the total project value and to develop targeted enterprises by the main or lead partner contractors**.**

The successful contractor shall:

- Subcontract a minimum of 30% of the total project value (excluding contingencies, vat and escalation) to targeted enterprises which shall be CIDB registered in the CIDB Grades 1 – 6 which shall be 51% or more Black owned, or 35% or more Black women owned;
- perform a needs analysis on the targeted enterprise to identify developmental goals;
- develop the targeted enterprise/s in two development areas as specified in the Standard, and agreed by both the main contractor and the targeted enterprise/s;
- provide internal mentorship support to improve the targeted enterprise/s performance;

- develop a project specific enterprise development plan to improve the targeted enterprise/s performance in the identified developmental areas;
- monitor and report the progress of the agreed development areas with the targeted enterprise/s; and
- submit a project completion report to the Employer's representative for each targeted enterprise.

The development of the Targeted Enterprise shall be guided by the CIDB Competence Standard for Contractors Gazette No. 41237, 10 November 2017. **Table 2.**

The contractor shall appoint an Enterprise Development Coordinator who shall:

a) develop a project specific Enterprise Development plan to improve the targeted enterprise's performance in the identified developmental areas and shall allocate resources to monitor progress in relation to improved performance; and

b) shall, submit to the employer's representative a monthly enterprise development report (Performa – ED105P) which documents all mentoring activities that have taken place during that month, and the progress made in improving the targeted enterprise's performance in the agreed developmental areas, countersigned by the targeted enterprise.

Competence Criteria for an Enterprise Development Coordinator

The enterprise development coordinator shall have the following competencies:

- A minimum experience of 5 years in the construction industry at Managerial level as a Site Agent, Contracts Manager, Site Manager, Construction Manager, Business Development Manager or Enterprise Development Manager.
- A minimum experience of 2 years in training and development in Building or Construction; and
- A National Diploma or B Degree in the Built Environment or Business Management.

Management

The contractor shall provide a competent person/s to provide internal mentorship to the Targeted Enterprise/s in the two agreed developmental areas.

The Format of Communications

The contractor shall submit to the Employer's representative:

1. Project interim reports in the specified format (ED105P) detailing interim value of the CPG that was achieved. Such a report shall also contain a monthly progress report, compiled by the employer's representative and the contractor, detailing an assessment of the enterprise development support provided.

2. Project completion report, in the specified format (ED101P), to the Employer's Representative for acceptance within 15 days of achieving practical completion. The report shall include the value of the CPG that was certified in accordance with the contract, cidb registration numbers of each and every targeted enterprise and the value of the subcontracted works or the participation parameter of the joint venture entered into; and

3. Enterprise development declaration (ED104P).

The Key Personnel:

The contractor shall appoint an Enterprise Development Coordinator and a competent person/s to provide internal mentorship.

Management Meetings:

The contractor shall report to the Employer's Representative on the implementation and progress of the targeted enterprise development and CPG.

The Forms for contract administration:

The contractor shall submit to the Employer's Representative the following proformas:

- Form ED 105P Project Interim Report
- Form ED 104P Enterprise Development Declaration
- Form ED 101P Project Completion Report

Records:

The contractor shall:

- keep records of the targeted enterprise development,
- keep records of the payments made to the targeted enterprises in relation to the CPG,
- ensure all the documentation required in terms of the Standard is provided in a timely manner and according to a prescribed format where applicable.

Payment Certificates:

The contractor shall:

- achieve the measurable CPG and provide enterprise development support to the targeted enterprise/s as per the Standard,
- submit payment certificates to the Employer Representative at intervals determined in the Contract.

In respect of the Standard for Indirect Targeting & Enterprise Development, the contractor shall complete the following forms attached herewith and return them to the TNPA within the stipulated period:

- The Project Completion Report (21 days after Final Completion),
- The Project Interim Report (21 days after the end of each reporting period), and
- The Declaration (21 days after acceptance).

5. Industrial action by contractor employees

5.1 In the event of any industrial action by the Contractor's employees, the Contractor is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.

5.1.1 The Contractor warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the Contractor's employees.

5.1.2 In the event of any industrial action by the Contractor's employees, the Contractor is obliged:

5.1.2.1 To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the Contractor is required to deliver the report at 8h30 each day.

5.2 The Industrial Action Report must provide at least the following information:

5.2.1 Industrial incident report,

5.2.2 Attendance register,

- Productivity / progress to schedule reports,
- Operational contingency plan,
- Site security report,
- Industrial action intelligence gathered.

4.2.2 The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.

4.2.3 The management of the Contractor is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.

5.3 The resolution of any disputes or industrial action by the Contractor's employees is the sole responsibility of the Contractor.

5.4 Access to Transnet premises by the Contractor and its employees is only provided for purposes of the Contractor delivering its services to Transnet. Should the Contractor and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will deemed to be trespassing.

C4: Site Information

C4.1: Information about the site which may affect the work in this contract

1. GENERAL DESCRIPTION

The Dom Pedro Project at the Port of Port Elizabeth is a marine refurbishment project to restore and upgrade the Dom Pedro Quay, which serves the fishing and marine services area of the port. The project is located at Fishing Harbour precinct at Port of Port Elzabeth.

2. SITE CAMP

The Contractor will be responsible for the establishment of the site camp (as indicated in Blue in figure 1 below) and arrangements for accommodation. The establishment must be in accordance with Transnet's Environmental and Safety requirements. No accommodation is allowed in the site camp and or within Port of Port Elizabeth.

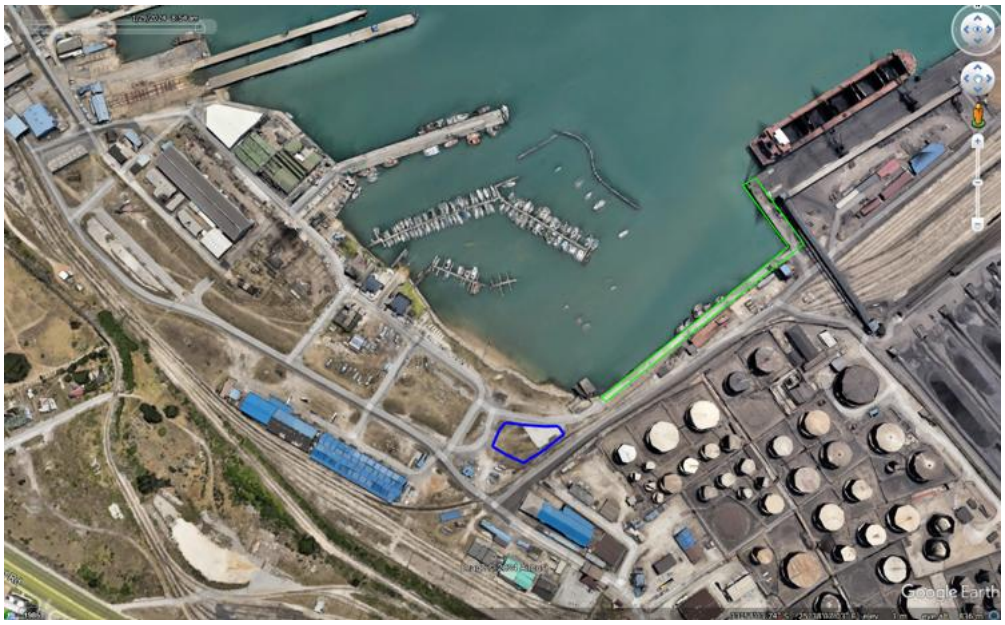


Figure 1: Dom Pedro Site and Site Establishment Area

3. ACCESS LIMITATIONS

The site where the *Contractor* will be providing the works, is situated at Dom Pedro (see works area marked in Lime above). The site can be accessed from the Baakens River Entrance of Port of Port of Port Elizabeth.

The *Contractor* will be required to obtain a work permit from the *Employer's* Security Department, which will be valid for the duration of the contract. The work permit will be issued to the *Contractor* free of charge. The *Contractor* must have this permit with him/her every time him/her exits or enters the *Employer's* premises.

The *Contractor* will be allowed to access the site within the *Employer's* working hours, from Monday to Friday, from 07h00 to 17h00. A formal request must be submitted to the *Employer* should the *Contractor* wish to work outside the stipulated working times.

The *Employer* has a zero-tolerance policy on the use of alcohol or drugs at the Port premises. Breathalysers are located at every access point, which will be used to test the *Contractor* every time he/she enters the *Employer's* premises.

4. GROUND CONDITIONS IN AREAS AFFECTED BY WORK IN THIS CONTRACT

The *Contractor* will be able to make his/her own observations of the site during the compulsory tender briefing session.

The *Employer* will also make available a copy of the available as-builts information of the area however contractor will have to conduct service detection prior to excavations.

The *Contractor* must also take into consideration of the Harbour environment, where there are changes in the tidal level. The *Employer* monitors the tidal changes, and this information can be made available to the *Contractor* upon request.

5. HIDDEN AND OTHER SERVICES WITHIN THE SITE

There are buried electrical cables and water pipes and/or other services within the site which the C*ontractor* may encounter whilst doing the work. Should there be any hidden and other services within the site which the *Employer* was not aware of at the time of the tender, the *Contractor* must notify the *Employer* and an instruction about how to deal with them will be issued by the *Employer* for the *Contractor* to implement.

6. DETAILS OF EXISTING OPERATIONS WHICH THE CONTRACTOR IS REQUIRED TO WORK IN CLOSE PROXIMITY TO

The Port is an operational site with many activities and Cargo in transit from Tank Farm, Fishing Industry and Ore Berth. The *Contractor* should ensure the project is sequenced in such a manner that it does not interfere with total operations. Operational risks during construction (i.e., maintaining existing port operations) should be mitigated, and minimized completely at all times.

7. TRAFFIC ACCOMMODATION FOR PORT USERS

The contractor is required to develop, maintain and submit a detailed Traffic Management Plan to accommodation traffic for port users before commencement of works, a two-way traffic must always be permitted to accommodate port *Security* and *Emergences* with no obstruction to operations for deliveries. The *Contractor* to inform the *Employer* timeously before implementing any traffic deviations.