

**Transnet National Ports Authority**

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**FOR THE: UPGRADE WATER RETICULATION AS PER WATER MASTER PLAN
IN THE PORT OF RICHARDS BAY FOR A PERIOD OF FOURTEEN (14) MONTHS.**

RFP NUMBER	: TNPA/2024/11/0032/84084/RFP
ISSUE DATE	: 05 March 2025
COMPULSORY CLARIFICATION	: 12 March 2025
MEETING CLOSING DATE	: 26 March 2025
CLOSING TIME	: 16h00
TENDER VALIDITY PERIOD	: 12 Weeks from closing date



Number Heading

The Tender

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Tender Data

Part T2: Returnable Documents

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

The Contract

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data (Parts 1 and 2)

C1.3 Form of Guarantee

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

The Tender

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender



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 Tender].

DESCRIPTION	UPGRADE WATER RETICULATION AS PER WATER MASTER PLAN IN THE PORT OF RICHARDS BAY FOR A PERIOD OF FOURTEEN (14) 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 Employee Care Centre (ECC) in the Port Richards Bay - Ventura Road, Richards Bay ,3900 on the 12 March 2025, at 10:00 [10 O'clock] for a period of $\pm$ 3 (three) 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 sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended (PPE) Personal Protective Equipment 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 tender briefing. Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative. Tenderers failing to attend the compulsory tender briefing will be disqualified.
CLOSING DATE	16h00 on the (26 March 2025) 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 bids and upload their bid proposals/responses on to the system.

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

Log on to the Transnet eTenders management platform website

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

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



- **Tenderers must ensure that the electronic file names only contain alphabetical and or numerical characters. Use of any other characters may result in the document being corrupted.**

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

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

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



- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer;
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof;
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-25], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years;
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - unduly high or unduly low tendered rates or amounts in the tender offer;
 - contract data of contract provided by the tenderer; or
 - the contents of the tender returnables which are to be included in the contract.
- 4.13. 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.
- 4.14. Transnet reserves the right to make use of a stand-by contractor for circumstances where the 1st ranked bidder (main contractor) after having accepted the award of business or has signed the contract, indicates that they will not be able to deliver the goods or services or at anytime during the execution of the contract, the main contractor is unable to complete the work (delivery of goods and services). The Stand-by contractor would be awarded a contract at the same time as the main contractor, however the terms will stipulate that the contract will only come into effect if the main contractor has deemed that they can no longer continue the works or if the Employer has deemed the contractor is unable to complete the works due to unavailability of financing



to complete the works, poor performance, heavy time delays caused by the contractor and other reasons for termination detailed in the contract in reference to termination. The main contractor will be given sufficient opportunity to remedy the situation before termination is decided. All normal procedures for termination of the main contractors duties shall follow the relevant terms and conditions of the signed contract, before the stand-by contractor takes over the works. if the The stand by contractor takes over the works they will only be paid for the remainder of works to be done, and measured as per the relevant clauses for measurement and payment provided in the signed contract. The standby contractor will only receive a Purchase Order after termination of the main contractor obligations, hence the standby contractor shall not incur any expenditure towards this contract in preparation for an event where s/he is called in by the Employer. The Employer will not be liable/accountable for any expenditure incurred by the standby contractor prior to there being a clear communication from the Employer calling on the standby contractor to deliver part of or full purchase order.

5. 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:

M	A	A	A								
----------	----------	----------	----------	--	--	--	--	--	--	--	--

and

Unique registration reference number:

Transnet urges its clients, suppliers and the general public

to report any fraud or corruption to

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

“HOW TO” GUIDE FOR BIDDERS

REGISTER ON ETENDER PORTAL

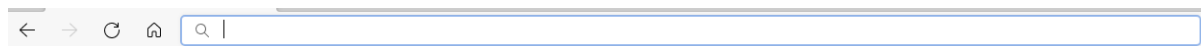
ACCESS TENDERS

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

TENDERERS TO NOTE WHEN UPLOADING DOCUMENTS TO ONLY USE ALPHA NUMERIC AND NO SPECIAL CHARACTERS TO BE USED

Go to Google Chrome 

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



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



Sign in with your email address

Email Address

Password

[Forgot your password?](#)

Sign in

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

If not already registered, click on Sign up now.

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

Cancel


Email Address

Send verification code

New Password

Confirm New Password

Given Name

Organization Name

Surname

Central Supplier Database Number

Company Registration Number

Country/Region

Country/Region

Secondary Email Address

State/Province

Street Address

Postal Code

Display Name

Create

Complete all fields, before selecting “Send verification code” and confirm that all information is correct.

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

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

Send verification code

After completing all fields, select "Send verification code". The code will be sent to your email.

< Cancel



Verification code has been sent to your inbox. Please copy it to the input box below.

abc@gmail.com

Verification Code

Copy the code as received on the email and paste it in the Verification code field
Then click on Verify code

Verify code

Send new code

Forgot your password?

Sign in

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

Then click on Sign in



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

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

To view / search for tenders, click on ADVERTISED TENDERS

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ - Message (HTML)

File Message Help Tell me what you want to do

Delete Archive Reply Reply All Forward Share to Teams ATM signed To Manager Team Email Move Tags Editing Read Aloud Translate Zoom Send to OneNote Viva Insights

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ

SRV-TCC-Etender
To noreply@transnet.net

This message was sent with Low importance.

Dear Suppliers,
You have been invited to bid and respond to the following tender:

Name Of Tender : TE22-SRX-1FG-02068
Description : STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Number : TE/2022/04/0697/RFQ

Access to this tender will be granted by using this email when you sign up/sign in. To access the tender information

Kind Regards,
Transnet eTenders

When a bidder receives an email to quote, the bidder needs to register with the email address of the recipient that received the email. If already registered, sign in.

NOTE: The details on this email is intended for guidance only and not to be used on the live system

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

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TCC/2021/11/0031/RFQ	For the supply and installation of an air compressor	For the supply and installation of an air compressor for indoor shooting range that operates the laser system and supply air to air guns utilised during training and conduct maintenance on air supply system and hoses.		12/10/2021 12:00:00 PM	Closed	View Details
TFR/2021/12/0014/RFQ	ELECTRICAL MATERIAL (CABLES)	SUPPLY AND DELIVERY OF ELECTRICAL MATERIAL (CABLES) FOR A ONCE OFF PERIOD		12/13/2021 4:00:00 PM	Closed	View Details
TFR/2021/12/0017/RFQ	CRAC_JHB_36509.	FOR THE SUPPLY AND DELIVERY OF HIGH BACK CHAIRS FOR CTC OFFICES IN CENTRAL, EASTERN AND WESTERN REGIONS, FOR A ONCE OFF PERIOD.		12/14/2021 10:00:00 AM	Closed	View Details
TFR/2021/12/0015/RFQ	CRAC-JHB-36313	FOR THE SUPPLY AND DELIVERY OF VARIOUS CLAMPS, TERMINAL LUGS, DROPPER CLIPS AND		1/13/2022 12:00:00	Closed	View Details

When signed in, select "ADVERTISED TENDERS".



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

[HOME](#)
[ADVERTISED TENDERS](#)
[MY SUBMITTED INTENTS](#)
[MY BID DOCUMENT SUBMISSIONS](#)
[CONTACT](#)
WELCOME TESTING
[SIGN OUT](#)

ADVERTISED TENDERS

[Open Tenders](#)
[Other Tenders](#)

Show entries
 Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0450/RFQ	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE-062101802 VALVE; TYPE: L-1 LOAD DETECTOR, MEDIA FOR WHICH DESIGNED: WAGONS AIRBRAKE, CONNECTION TYPE: FLANGE, SPECIAL FEATURES: BLUE, WITHOUT PIPE BRACKET; SIMILAR ITEM: 062004338		4/8/2022 10:00:00 AM	Open	View Details
TE/2022/04/0494/RFQ	GEAR OIL	OIL, GEAR TYPE SYNTHETIC BRAND NAME MOBILGEAR SHC SERIES GRADE SCH 6800 VISCOSITY RATING 220 TO 320 FLASH POINT 234 DEG C COLOR ORANGE CONTAINER TYPE SACHET 250 G CONTAINER CAPACITY 14 KG FOR USE ON: 39-200 GM, 15E AND 19E LOCOMOTIVES		4/8/2022 10:00:00 AM	Open	View Details
TE/2022/04/0495/RFQ	SUPPLY OF CORROSION (NALCOOL) - APPROVED	ITEM NUMBER - 077807563 INHIBITOR, CORROSION; TYPE: COOL-C18, COLOR: RED,		4/8/2022 10:00:00	Open	View Details

[HOME](#)
[ADVERTISED TENDERS](#)
[MY SUBMITTED INTENTS](#)
[MY BID DOCUMENT SUBMISSIONS](#)
[CONTACT](#)
WELCOME TESTING
[SIGN OUT](#)

ADVERTISED TENDERS

[Open Tenders](#)
[Other Tenders](#)

Show entries
 Search:

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

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

ADVERTISED TENDERS

[Open Tenders](#)
[Other Tenders](#)

Show entries
 Search:

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

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

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

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

TENDER DETAILS

Tender Details

Tender Reference Number

TE/2022/04/0697/RFQ

Name Of Tender

TE22-SRX-1FG-02068

Description

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Tender Type

RFQ

Contact Person

Charl du Preez Transnet Engineering SLR

Contact Person Email Address

Charl.duPreez@transnet.net

Date Published

4/7/2022 3:51:47 PM

Closing Date

4/13/2022 10:00:00 AM

Briefing Date And Time

Briefing Details

Location Of Service

Coaches, Salt River

Briefing Session

Closing Date

4/13/2022 10:00:00 AM

Attachments

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact_April 2020_v1.pdf

2.19 Non Disclosure Agreement_April 2020_v1.pdf

2.9 Request for Quotations TE22-SRX-1FG-02068,

Log An Intent To Bid

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

Tender Details

Tender Reference Number

TE/2022/04/0697/RFQ

Name Of Tender

TE22-SRX-1FG-02068

Description

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Tender Type

RFQ

Contact Person

Charl du Preez Transnet Engineering SLR

Contact Person Email Address

Charl.duPreez@transnet.net

Date Published

4/7/2022 3:51:47 PM

Closing Date

4/13/2022 10:00:00 AM

Briefing Date And Time

Briefing Details

Location Of Service

Coaches, Salt River

Name Of Institution

TE

Tender Category

Goods

Tender Status

Open

Briefing Session

Closing Date

4/13/2022 10:00:00 AM

Attachments

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact_April 2020_v1.pdf

2.19 Non Disclosure Agreement_April 2020_v1.pdf

2.9 Request for Quotations TE22-SRX-1FG-02068,

Log An Intent To Bid

Submit Intent

Cancel

Tender Details

Tender Reference Number

Name Of Tender

Description

Tender Type RFQ

Contact Person Charl du Preez Transnet Engineering SLR

Contact Person Email Address Charl.duPreez@transnet.net

Date Published 4/7/2022 3:51:47 PM

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

Briefing Date And Time

Briefing Details

Location Of Service

Name Of Institution

Tender Category

Tender Status

Intent to Bid

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

Close

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

Briefing Session

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

Attachments

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

Log An Intent To Bid

☒

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



delivering freight reliably

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

MY SUBMISSION INTENTS

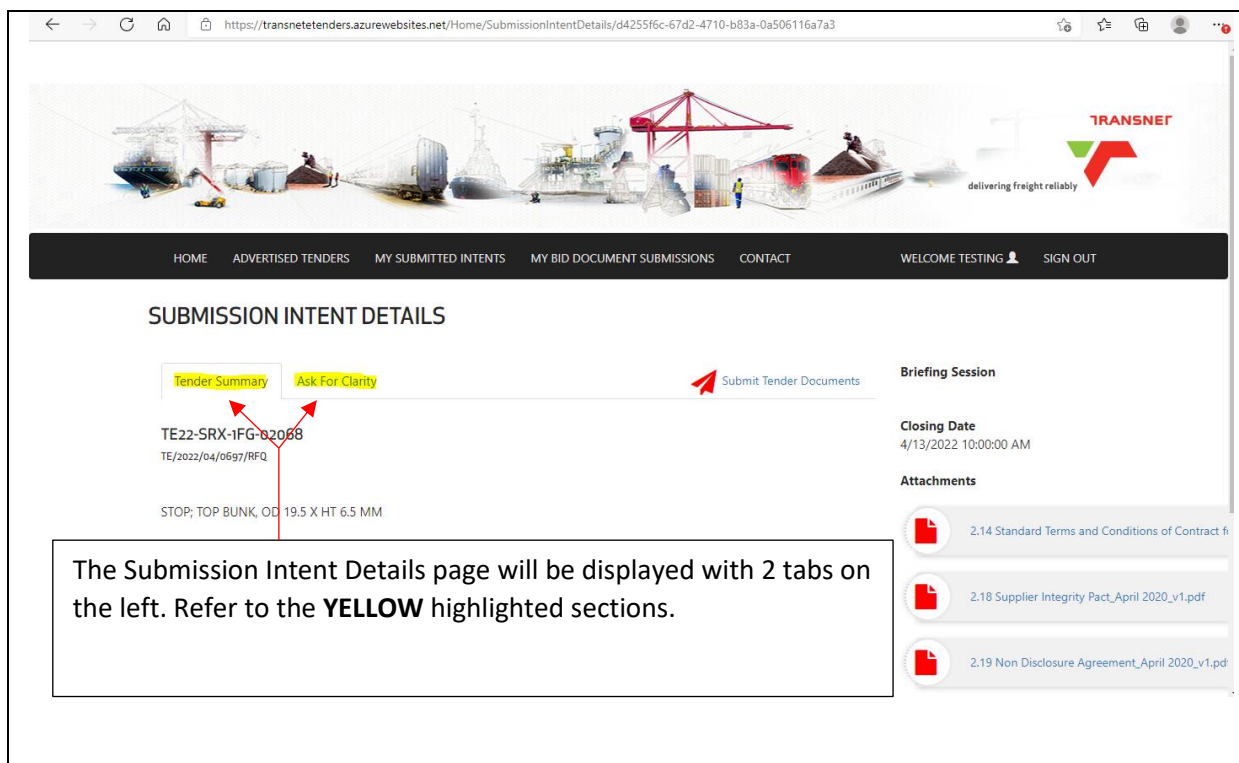
Show 10 entries

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

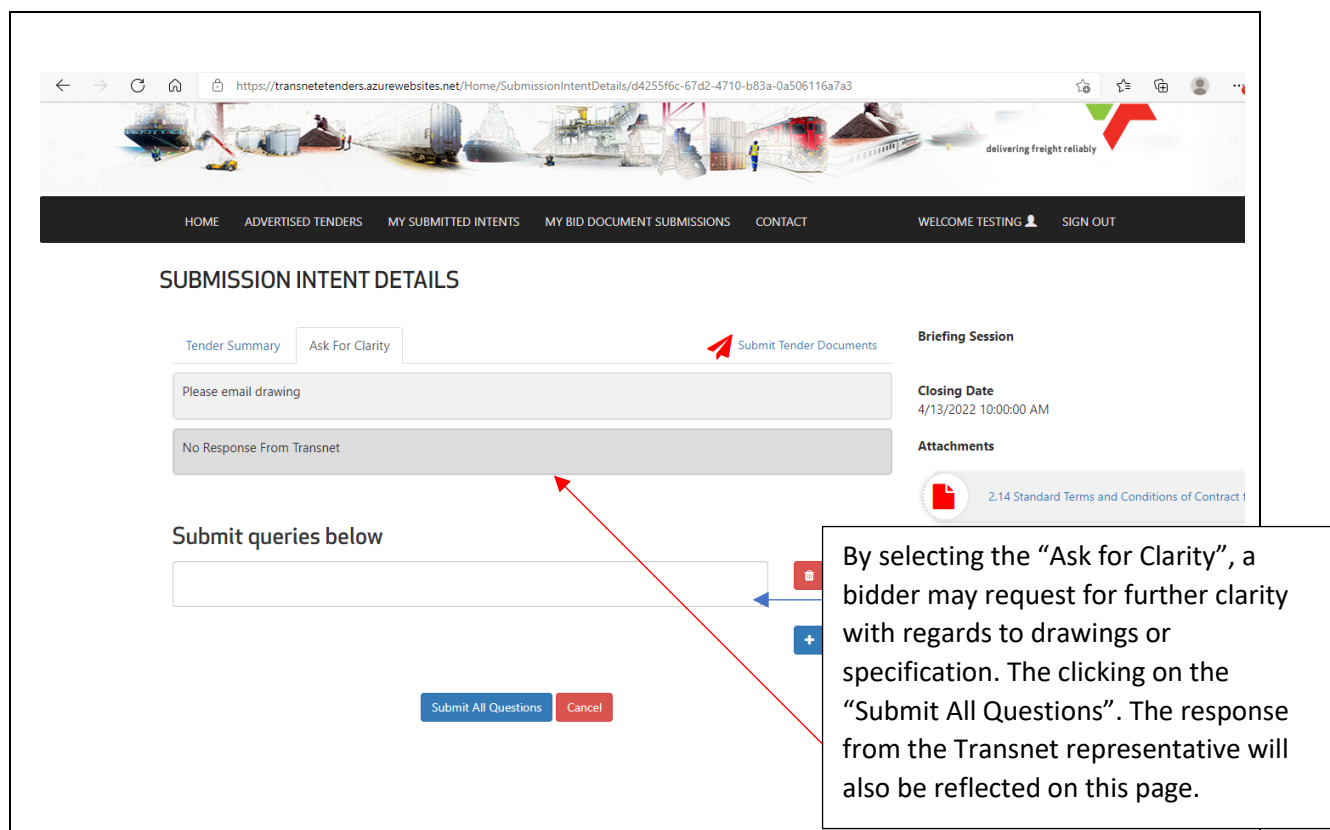
Showing 1 to 1 of 1 entries

Previous 1 Next

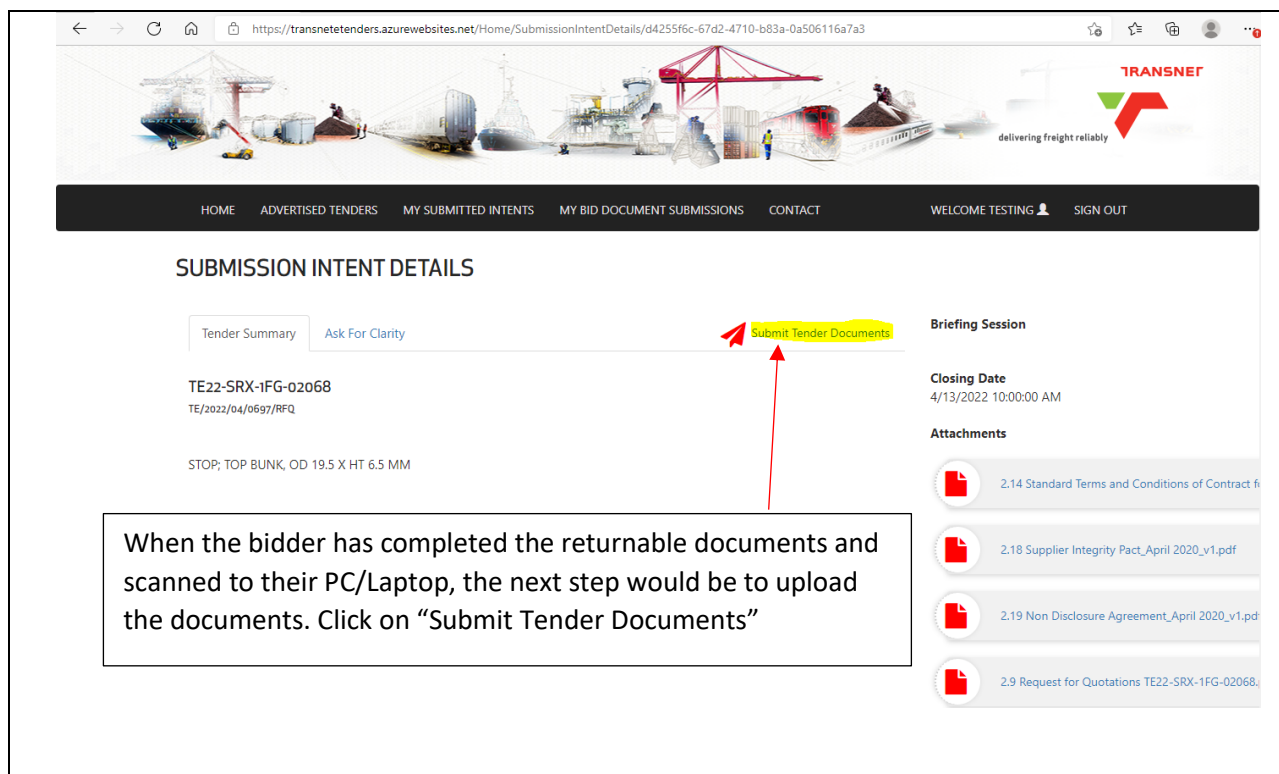
The screen should be updated and load the "MY SUBMITTED INTENTS". To proceed to capturing your bid documents, click on "View Details"



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



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



Submission Intent Details

Tender Summary Ask For Clarity **Submit Tender Documents**

TE22-SRX-1FG-02068
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

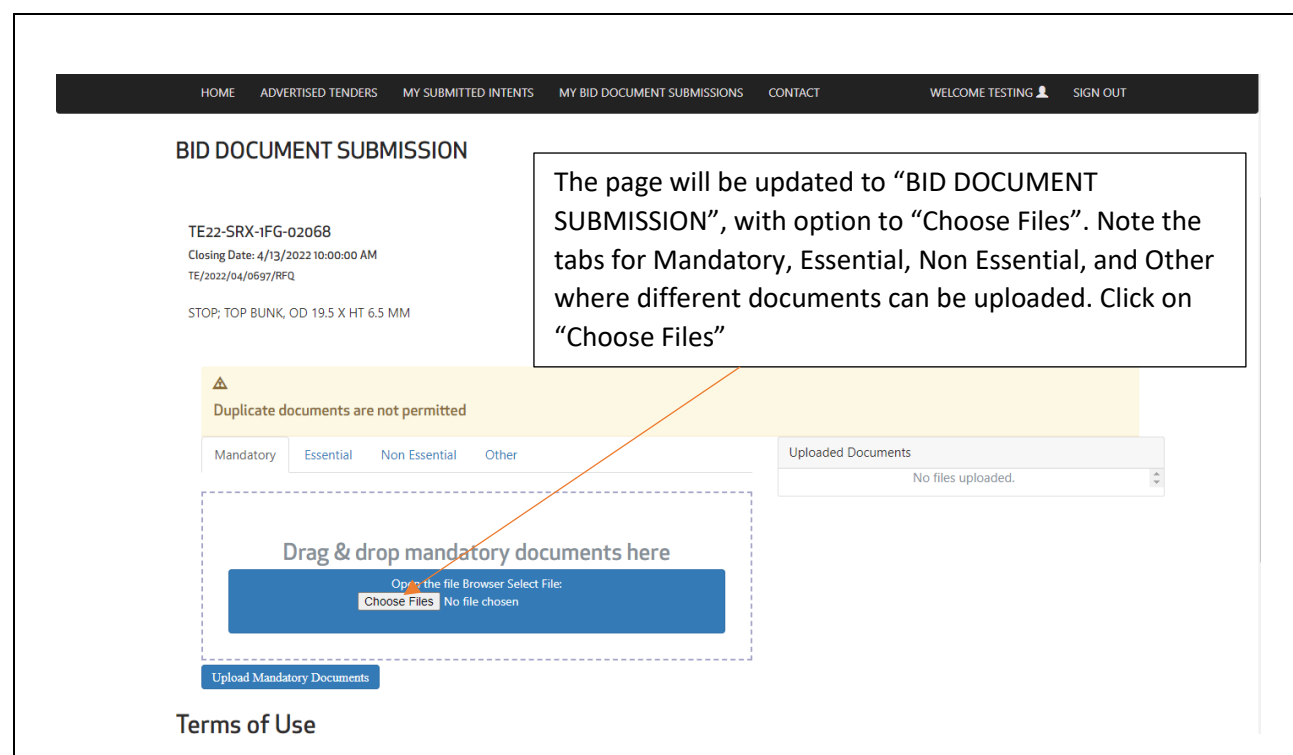
When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on “Submit Tender Documents”

Briefing Session

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

Attachments

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



BID DOCUMENT SUBMISSION

TE22-SRX-1FG-02068
Closing Date: 4/13/2022 10:00:00 AM
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

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

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

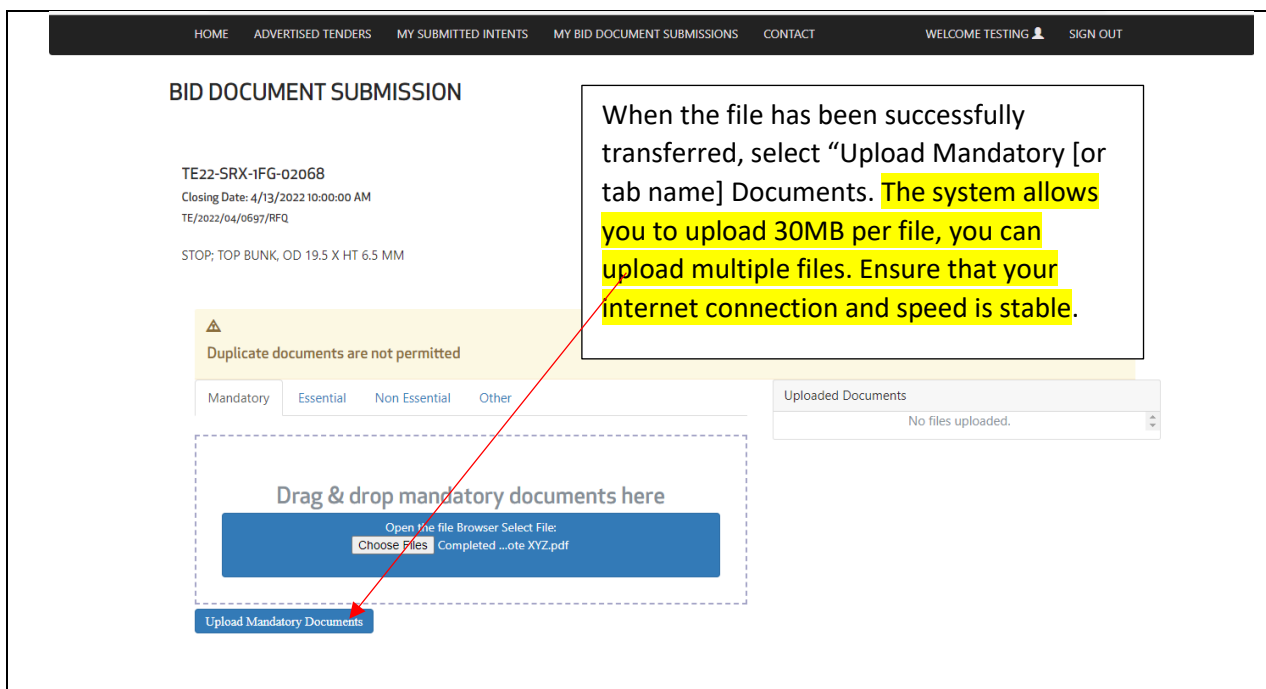
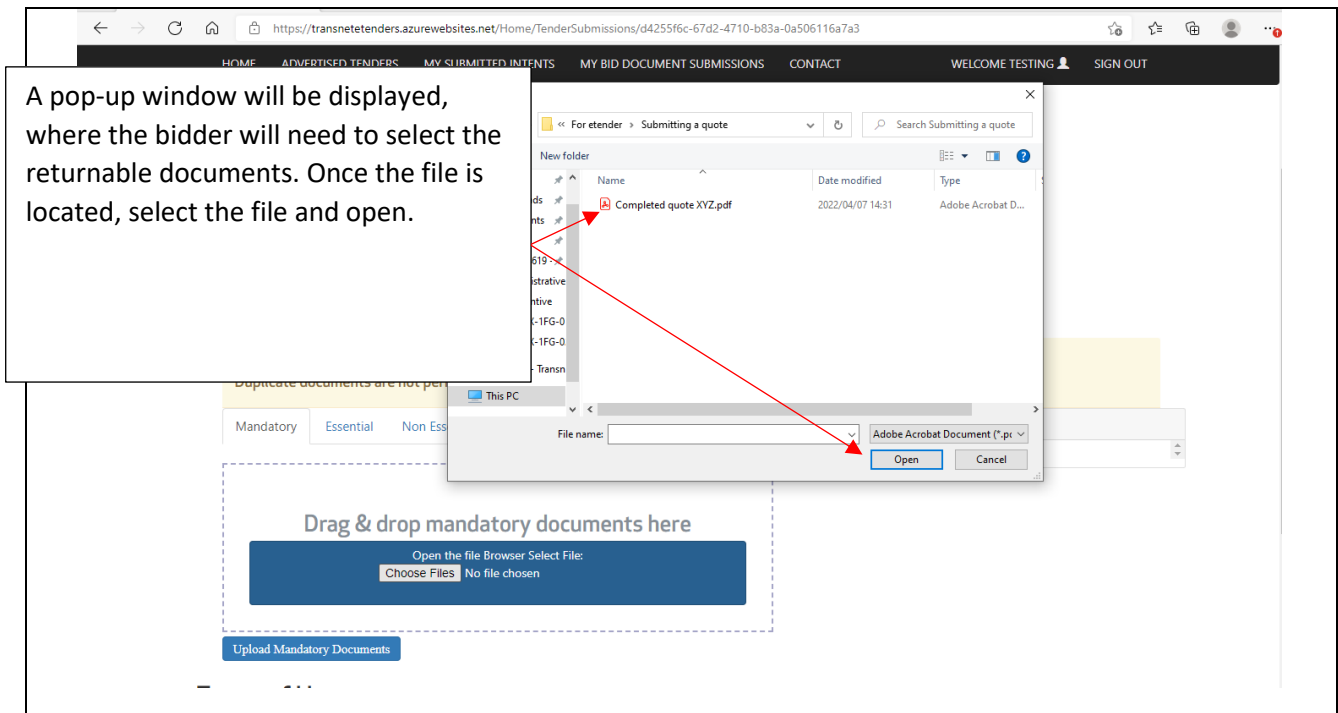
Uploaded Documents
No files uploaded.

Drag & drop mandatory documents here

Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

Terms of Use





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

TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM



Duplicate documents are not permitted

Mandatory

Essential

Non Essential

Other

Drag & drop mandatory documents here

Open the file Browser Select File:

Choose Files

No file chosen

Upload Mandatory Documents

Terms of Use

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

[← Back](#)
[→ Submit Bid](#)


HOME

ADVERTISED TENDERS

MY SUBMITTED INTENTS

MY BID DOCUMENT SUBMISSIONS

CONTACT

WELCOME TESTING

SIGN OUT

MY BID DOCUMENT SUBMISSIONS

Show 10 entries

Search:

Tender Reference Number	Name	Date Submitted	Company Name	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	4/8/2022 8:59:06 AM	Transnet Engineering	View Details

Showing 1 to 1 of 1 entries

Previous 1 Next

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

T1.2 Tender Data



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2024/11/0032/84084/RFP

DESCRIPTION OF THE WORKS: UPGRADE WATER RETICULATION AS PER WATER MASTER PLAN IN THE PORT OF RICHARDS BAY FOR A PERIOD OF FOURTEEN (14) MONTHS.

T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2: Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
Part C: The contract	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing instructions C2.2 Bill of Quantities
Part C3: Scope of work	C3.1 Scope of work
Part C4: Site information	C4.1 Site Information



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2024/11/0032/84084/RFP

DESCRIPTION OF THE WORKS: UPGRADE WATER RETICULATION AS PER WATER MASTER PLAN IN THE PORT OF RICHARDS BAY FOR A PERIOD OF FOURTEEN (14) MONTHS.

C.1.4	The Employer's agent	Procurement Officer
	is: Name:	Selina Mojaki
	Address:	Transnet National Ports Authority 237 Mahatma Gandhi Road, Point Durban 4000

E – mail	tenderenquiriespdu@transnet.net
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C.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

1. **Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:**
An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7
Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.
2. **Stage Two - Eligibility in terms of the Construction Industry Development Board:**
 - a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, designation of **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:
 - i) every member of the joint venture is registered with the CIDB;
 - ii) 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
 - iii) 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. The tenderer shall provide a certified copy of its signed joint venture agreement.



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

3. Stage Three - 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.

The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion is as stated in C.3.11. below.

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

4. Stage Four – Price and Specific Goals

Tenderers who achieve the minimum qualifying score for functionality of 60 points will be evaluated further in terms of price and specific goals. The evaluation criteria for measuring specific goals are stated in C.3.11 below.

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

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

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer: **(insert company name)**
- Contact person and details: **(insert details)**
- The Tender Number: TNPA/2024/11/0032/84084/RFP
- The Tender Description: **UPGRADE WATER RETICULATION AS PER WATER MASTER PLAN IN THE PORT OF RICHARDS BAY FOR A PERIOD OF FOURTEEN (14) MONTHS.**

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

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



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2024/11/0032/84084/RFP

DESCRIPTION OF THE WORKS: UPGRADE WATER RETICULATION AS PER WATER MASTER PLAN IN THE PORT OF RICHARDS BAY FOR A PERIOD OF FOURTEEN (14) MONTHS.

C.2.15 The closing time for submission of tender offers is:
Time: **16H00** on the **26 March 2025**

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

NO LATE TENDERS WILL BE ACCEPTED

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services. **Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. 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

C.3.11 The minimum number of evaluation points for functionality is **60**

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

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



Functionality Criteria

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

Functionality Criteria	Sub-Criteria	Sub-criteria number of points	Maximum Number of Points	
Evaluation Schedule: T2.2-03 Programme	The Tenderer makes reference to his proposed programme and attaches it to this schedule along with draft progress tracking sheets and an electronic native version of the programme developed using a scheduling software tool (Primavera or MS Projects).			
	The tenderer shall provide the proposed programme detailed to minimum of level 3 showing as a minimum the following: -		15	
	Ability to Provide the Services: (70%)	10.5		
	Provision of Dates: (30%)	4.5		
Evaluation Schedule: T2.2-04 Quality Plan	Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard TNPA-QUAL-REQ-014.1 - General Quality Requirements for Contractors and Suppliers and ISO 9001:2015 QMS requirements and should include but not be limited to:			
	1. Quality Manual that is aligned to ISO 9001:2015 QMS requirements. (10%)	1.5	15	
	2. Quality Policy that is aligned to ISO 9001:2015 requirements. (10%)	1.5		
	3. Project Quality Plan for the contract SHALL cover project scope and be aligned to TNPA-QUAL-REQ-014.1 General Quality Requirements for Contractors and Suppliers. (50%)	7.5		
	4. Quality Control Plans clearly identify all inspection, test, verification requirements to meet contractual obligations, specification and drawings as required by the project scope. The Following Q.C.P's must be submitted by the Tenderer but limited to: (30%)			4.5
	1. Construction of Water Reticulation - 70%	3.15		
	2. Installation using Trenchless Technology Horizontal Directional Drilling - 30%	1.35		
Evaluation Schedule: T2.2-05 Environmental Management	The Tenderer must review the following documents in preparation to meeting the environmental requirements, namely: a) Transnet Integrated Management System (TIMS) Policy Commitment Statement, dated 10.05.2024, b) Transnet Construction Environmental and Sustainability Specification (CESS) TRN-IMS-GRP-GDL-014.4 Rev 3.0, c) Transnet Construction Environmental Management Standard Operating Procedure (CEM SOP). 009-TCC-		15	



Functionality Criteria	Sub-Criteria	Sub-criteria number of points	Maximum Number of Points
	CLO-SUS-11386 Rev 1.0, and; d) Final Environmental Management Programme (EMPr) for the proposed Replacement of Critical Pipe Sections within the Port of Richards Bay, KwaZulu Natal Province.		
	1. The tenderer must provide a project specific Environmental Management Plan: (40%)	6	
	2. The tenderer must provide an Environmental Policy signed by Top Management: (30%)	4.5	
	3. The tenderer must provide minimum of 3 projects where construction environmental management duties have been executed including a brief description of such duties. (30%)	4.5	
Evaluation Schedule: T2.2-06 Health and Safety Plan	Submit the following documents as a minimum with your tender		
	1. The tenderer must submit the below mentioned Health and Safety documents showing that they have H&S Management System in place, - Project-Specific Health and Safety Plan - Signed and dated Health and Safety Policy - Incident Management Procedure - Valid Letter of Good Standing - Emergency Procedure. (30%)	4.5	15
	2. Provide tenderer’s Baseline Risk Assessment indicating major activities for the project - Site Establishment & Storage of Pipes - Excavation & Water Control - Traffic Management - Location & Exposure of Underground Services - Pipe Laying & Concrete Works - Working with Asbestos Pipes - Horizontal Drilling - Tie In & Commissioning of New Installations. (30%)	4.5	
	3. Table or outline the Roles & Responsibilities, such as 16(2), 8.1 Construction Manager (professionally registered with SACPCMP as Pr.CPM/Pr. CM or ECSA as Pr. Tech Eng/Pr. Eng.), 8.2 Assistant Construction Manager, 8.5 Safety Officer (SACPCMP professionally registered CHSO), 8.7 Construction Supervisor, 8.8 Construction Assistant Supervisor, 9.1 Risk Assessor, etc. as per	1.5	



Functionality Criteria	Sub-Criteria	Sub-criteria number of points	Maximum Number of Points
	the Occupational Health and Safety Act 85 of 1993. (10%)		
	4. Evidence that the tenderer have made adequate provisions for the cost of Health & Safety as in accordance with CR 5(1)(g). (10%)	1.5	
	5. Complete and return with tender documentation the Contractor Safety Questionnaire with supporting documentation included as an Annexure as well as One-year synopsis of SHE incidents, description, type and action taken to prevent re-occurrence. (20%)	3	
Evaluation Schedule: T2.2-07 Previous Experience	Tenderers are required to demonstrate their overall experience in the delivery of bulk water reticulation/water reticulation works over the last 10 years, and to this end shall supply a sufficiently detailed and traceable reference list with contact details of previous and existing customers and also demonstrate their relevant experience with regards to the construction of similar works as detailed in the Works Information with reference to: • Bulk Water Reticulation/Water Reticulation Projects:		40
	References to substantiate experience indicated showing:		
	• Evidence of project completion, i.e. Practical Completion, Completion or Final Completion Certificate(s): (100%)	40	
Maximum possible score for quality (W_Q)		100	100



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

- T2.2-03 Programme
- T2.2-04 Quality Plan
- T2.2-05 Environmental Management
- T2.2-06 Health & Safety Plan
- T2.2-07 Previous Experience

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

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

Stage Four – Specific Goals: Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 or 90/10 preference points systems as described in Preferential Procurement Regulations.

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

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

Thresholds	Minimum Threshold
Technical / functionality	60

Evaluation Criteria	Final Weighted Scores	
Price and Total Cost of Ownership	80	90
Specific goals - Scorecard	20	10
TOTAL SCORE:	100	

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



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DESCRIPTION OF THE WORKS: UPGRADE WATER RETICULATION AS PER WATER MASTER PLAN IN THE PORT OF RICHARDS BAY FOR A PERIOD OF FOURTEEN (14) MONTHS.

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

Specific Goals	Number of points	
	(80/20 system)	(90/10 system)
B-BBEE Status Level of Contributor 1 or 2	5	3
The promotion of supplier development through subcontracting a minimum of 30% of the value of a contract to South African Companies which are: I. EME or QSE 51% Black Owned.	15	7
Non-compliant and/or B-BBEE Level 3-8 contributors	0	0

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

Specific Goals	Acceptance Evidence
B-BBEE Status Level of Contributor 1 or 2	• Valid B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
The promotion of supplier development through subcontracting a minimum of 30% of the value of a contract to South African Companies which are: I. EME or QSE 51% Black Owned.	• Sub-contracting agreements and Declaration and CIPC – B-BBEE certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline

The maximum points for the bid are allocated as follows:

DESCRIPTION	POINTS	
PRICE	80	90
B-BBEE Status Level of Contributor 1 or 2	5	3
The promotion of supplier development through subcontracting a minimum of 30% of the value of a contract to South African Companies which are: I. EME or QSE 51% Black Owned.	15	7
Non-Compliant and/or B-BBEE Level 3-8 contributors	0	0
Total points for Price and Specific Goals must not exceed	100	

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



C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially comprise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. The **objective criteria** Transnet may apply in this bid process include:
 - a) Bidder(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
 - b) There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact;
 - c) The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
 - d) Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment;
 - e) It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;
 - f) The tenderer or its members, directors, partners:
 - Is under restrictions as contemplated in the Integrity Pact,
 - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated
 - g) Cannot, as necessary and in relation to the proposed contract, demonstrate that it possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;



- h) Has no legal capacity to enter into the contract;
- i) Is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing.
- j) Does not comply with the legal requirements, if any, stated in the tender document; and
- k) Is not able to perform the contract free of conflicts of interest.
- l) Is able, in the option of the employer to perform the contract free of conflicts of interest.
- m) An unacceptable commercial risk to the employer due to unduly high or unduly low tendered rates or amounts in the tender offer. Before rejecting a tender on the grounds that it is unduly low, the employer will request in writing details of the constituent elements of the tender which it considers relevant, including:
 - i) the economics of the construction method, the manufacturing process or the services provided;
 - ii) the technical solutions chosen or any exceptionally favorable conditions (or both) available to the tenderer for the execution of the work or the provision of the supplies or services
 - iii) the originality of the work, supplies or services proposed by the tenderer;
 - iv) compliance with the statutory provisions such as those relating to the employment of labour, health and safety etc.

The employer will verify these constituent elements by consulting the tenderer, taking account of the evidence and presentations provided including supplier quotations etc.

if the tenderer cannot justify the unduly low price, the

Employer will award the tender to the next ranked bidder. If the next ranked bidder is unduly low the same process above shall apply.

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

T2.1: List of Returnable Documents

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

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

T2.2-02 **Stage Two as per CIDB: Eligibility Criteria Schedule – 7CE or higher**

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

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

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

T2.2-05 **Evaluation Schedule:** Environmental Management / Declaration of Interest

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

TNPA Estimate Health and Safety Cost Breakdown

T2.2-07 **Evaluation Schedule:** Previous Experience

2.1.3 Stage Four: Price & Specific Goals

- a) Specific Goals Schedule
- b) Schedule of Proposed Subcontractors

2.1.4 Returnable Schedules:

General:

T2.2-08 Intention to Tender

T2.2-09 Authority to submit Tender

T2.2-10 Record of addenda to tender documents

T2.2-11 Letter of Good Standing

T2.2-12 Risk Elements

T2.2-13 Proposed Organisation Staffing

T2.2-14 Site Establishment requirements

T2.2-15 Availability of Equipment and Other Resources

T2.2-16 Capacity and Ability to meet Delivery Schedule

T2.2-17 List of Sub-Contractors

T2.2-18 Experience of Key Personnel



2.1.5 Agreement and Commitment by Tenderer:

- T2.2-19 Domestic Prominent Influential Persons (DPIP) or Foreign Prominent Public Officials (FPPO)
- T2.2-20 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")
- T2.2-21 Non-Disclosure Agreement
- T2.2-22 RFP Declaration Form
- T2.2-23 Service Provider Integrity Pact
- T2.2-24 Certificate of Acquaintance with Tender Document
- T2.2-25 RFP – Breach of Law
- T2.2-26 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
 - SBD 4.1 - Bidder's Disclosure
 - SBD 6.1 - Preference Points Claim Form
- T2.2-27 Supplier Code of Conduct
- T2.2-28 Job Creation Schedule

2.1.6 Bonds/Guarantees/Financial/Insurance:

- T2.2-29 Insurance provided by the Contractor
- T2.2-30 Form of Intent to provide a Performance Guarantee
- T2.2-31 Forecast Rate of Invoicing
- T2.2-32 Three (3) years audited financial statement

2.1.7 Transnet Vendor Registration Form:

- T2.2-33 Transnet Vendor Registration Form

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Bill of Quantities)

2.6 C2.2 Bill of Quantities

2.1.1 Pre-Qualification and Eligibility Purposes

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:	Employee Care Centre (ECC) in the Port Richards Bay - Ventura Road, Richards Bay ,3900	
On (date)	12 March 2025	Starting time: 10h00

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

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

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

- a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **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:

- every member of the joint venture is registered with the CIDB;
- 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
- 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 **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

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

**These Schedules are required for
Evaluation Purposes**



T2.2-03: Evaluation Schedule: Programme (15 Points)

Note to tenderers:

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

• Ability to Provide the Works:

The tenderer shall provide the proposed programme showing but not limited to the following: Ability to execute the *works* in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequencing, the order and timing of the construction that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.

- Dates when the *Contractor* will need *access* to any part of the site and/or persons and/or information, as well as submission approval process and timing for Health & Safety Files, Environmental Files and Quality Files pre-requisites/requirements. Requirements for submission and acceptance process for designs. In addition the Programme must clearly demonstrate adequate provision for the review and acceptance process associated with deliverables requiring the *Employer's* acceptance including due cognizance taken of the timeframes associated with undertaking same and any other items of this nature. Moreover the Programme must clearly demonstrate adequate provision for the process and timeframes associated with undertaking procurement processes for all long lead items, inductions, permits, medicals, plant and equipment approvals and any required certifications in this regard.
- The Programme must clearly support and demonstrate alignment to Part C3.1 Works Information objectives and scope of work. In addition, annexed to the Programme, a basis of schedule document is required, stipulating, but not limited to, underlying assumptions, conditions, constraints, and approach to Providing the Works as detailed in the Programme.

• Provision of Dates:

The Contractor indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule by complying with Clause 31.2 of the NEC ECC:

1. Float,
2. Time Risk Allowances,
3. Health and safety requirements,
4. Procedures set out in this contract,
5. Work by the *Employer* and Others,
6. Access to a part of the site if later than its *access date*,
7. Acceptances,
8. Plant & Materials and other things to be provided by the employer,
9. Information by Others,



10. *starting date, access dates*, Key Dates and Completion Date
11. planned Completion for each Key Date for each option and the complete works
12. The Programme should indicate the following columns as a minimum:

The Programme should indicate the following columns as a minimum:

Activity Number	Activity description	Start date	Finish date	Predecessor	Successor	Time risk allowances(TRA)
-----------------	----------------------	------------	-------------	-------------	-----------	---------------------------

The scoring of the Programme will be as follows:

Scores	Ability to Provide the Works:	Provision of Dates:
	The Tender Programme submissions must meet these requirements: 1. The Tenderer has submitted a Programme in Microsoft Projects (MSP) or Primavera. 2. Schedules submission must be Resource loaded. 3. Schedules submission must be Cost loaded. 4. Logically linked using the critical path method (CPM). 5. In line with core clause 31 of the NEC3 6. The Tender has also submitted the Basis of Schedule (BoS). 7. The Tender Programme has captured the complete scope at minimum level 4 for each discipline. 8. The Tender Programme shall be aligned to the Pricing Data as contained under Part C2 and detailed at an appropriate level of decomposition to support the scope and associated duration estimates. 9. The Programme must clearly support and demonstrate alignment to Part C3.1 Works Information objectives and scope of work.	The Tenderer clearly indicates in the schedule all milestones, activities & information related to the following: 1. Float, 2. Time Risk Allowances, 3. Health and safety requirements, 4. Procedures set out in this contract, 5. Work by the Employer and Others, 6. Access to a part of the site if later than its access date, 7. Acceptances, 8. Plant & Materials and other things to be provided by the employer, 9. Information by Others, 10. starting date, access dates, Key Dates and Completion Date 11. planned Completion for each Key Date for each option and the complete works
15 Points	10.5	4.5
Score 0	The tenderer has submitted no information to determine a score.	The tenderer has submitted no information to determine a score.
Score 20	The tenderer has addressed ≥ 1 to ≤ 2 of the nine (9) criteria requirements.	The tenderer has addressed ≤ 3 of the eleven (11) criteria in the schedule pertaining to milestones, activities, and information.
Score 40	The tenderer has addressed ≥ 3 to ≤ 4 of the nine (9) criteria requirements.	The tenderer has addressed ≥ 4 to ≤ 6 of the eleven (11) criteria in the schedule pertaining to milestones, activities, and information.

DESCRIPTION OF THE WORKS: UPGRADE WATER RETICULATION AS PER WATER MASTER PLAN IN THE PORT OF RICHARDS BAY FOR A PERIOD OF FOURTEEN (14) MONTHS.

Score 60	The tenderer has addressed ≥ 5 to ≤ 7 of the nine (9) criteria requirements.	The tenderer has addressed ≥ 7 to ≤ 9 of the eleven (11) criteria in the schedule pertaining to milestones, activities, and information.
Score 80	The tenderer has addressed 8 of the nine (9) criteria requirements.	The tenderer has addressed 10 of the eleven (11) criteria in the schedule pertaining to milestones, activities, and information.
Score 100	The has tender submission has addressed all nine (9) criteria requirements.	The tenderer has addressed all 11 criteria in the schedule pertaining to milestones, activities, and information

Reference to the attached submissions to this schedule:

[illegible]

T2.2-04: Evaluation Schedule: Quality Management (15 points)

Functionality Criteria (15 points)

Note to tenderers:

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard **TNPA-QUAL-REQ-014.1** - General Quality Requirements for Contractors and Suppliers and ISO 9001:2015 QMS requirements and should include but not be limited to:

1. Quality Manual that is aligned to ISO 9001:2015 QMS requirements.
2. Quality Policy that is aligned to ISO 9001:2015 requirements.
3. Project Quality Plan for the contract SHALL cover project scope and be aligned to TNPA-QUAL-REQ-014.1 General Quality Requirements for Contractors and Suppliers.
4. Quality Control Plans clearly identify all inspection, test, verification requirements to meet contractual obligations, specification and drawings as required by the project scope. The Following Q.C.P's must be submitted by the Tenderer but limited to:
 - Construction of Water Reticulation - 70%
 - Installation using Trenchless Technology Horizontal Directional Drilling - 30%

Attached submissions to this schedule:

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The scoring will be as follows:

Points (10)	Quality Manual aligned to ISO 9001:2015 (1.5)	Quality Policy (1.5)	Project Quality Plan for the contract (7.5)	Quality Control Plan (QCP's) (4.5) 1. Construction of Water Reticulation - 70% 2. Installation using Trenchless Technology Horizontal Directional Drilling - 30%
Score (0)	No Quality manual submitted/ Manual submitted but does not address any of the 5 key requirements.	No Quality policy submitted/Policy submitted but does not address any of the 5 key requirements.	No PQP submitted/PQP submitted but does not address any of the 5 key requirements.	No QCP's submitted/QCP's submitted but does not address any of the 5 key requirements.
Score (20)	Quality manual contains 1 of the 5 QMS requirements: 1. Context of the organization 2. Leadership 3. Support 4. Operation 5. Performance evaluation	Quality Policy contains One (1) of Five (5) key policy elements: 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization	Project Quality Plan contains 1 of the PQP requirements: 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs	Quality Control Plan contains 1 of the 5 QCP requirements 1.Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories

Score (40)	Quality manual contains 2 of the 5 QMS requirements 1. Context of the organization 2. Leadership 3. Support 4. Operation 5. Performance evaluation	Quality Policy contains Two (2) of Five (5) key policy elements: 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization	Project Quality Plan contains 2 of the 5 PQP requirements: 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs	Quality Control Plan contains 2 of the 5 QCP requirements 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories
Score (60)	Quality manual contains 3 of the 5 QMS requirements 1. Context of the organization 2. Leadership 3. Support 4. Operation 5. Performance evaluation	Quality Policy contains Three (3) of Five (5) key policy elements: 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization	Project Quality Plan contains 3 of the 5 PQP requirements: 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs	Quality Control Plan contains 3 of the 5 QCP requirements 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories
Score (80)	Quality manual contains 4 of the 5 QMS requirements 1. Context of the organization 2. Leadership 3. Support 4. Operation 5. Performance evaluation	Quality Policy contains Four (4) of Five (5) key policy elements: 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization	Project Quality Plan contains 4 of the 5 PQP requirements: 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs	Quality Control Plan contains 4 of the 5 QCP requirements 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories

Score (100)	Quality manual contains all 5 of the QMS requirements 1. Context of the organization 2. Leadership 3. Support 4. Operation 5. Performance evaluation	Quality Policy contains all Five (5) key policy elements: 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization	Project Quality Plan contains all 5 of the PQP requirements: 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs	Quality Control Plan contains all 5 of the QCP requirements 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories
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T2.2-05: Evaluation Schedule: Environmental Management (15 points)

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

- a) Transnet Integrated Management System (TIMS) Policy Commitment Statement, dated 10.05.2024
- b) Transnet Construction Environmental and Sustainability Specification (CESS) TRN-IMS-GRP-GDL-014.4 Rev 3.0
- c) Transnet Construction Environmental Management Standard Operating Procedure (CEM SOP). 009-TCC-CLO-SUS-11386 Rev 1.0
- d) Final Environmental Management Programme (EMPr) for the proposed Replacement of Critical Pipe Sections within the Port of Richards Bay, KwaZulu Natal Province.

1. The tenderer must provide a project specific **Environmental Management Plan**. This plan must be clear on the following:

- a) Identification of environmental impacts that need to be avoided, managed and mitigated. The tenderer must provide a description of how those impacts will be avoided, managed and mitigated i.e. impact management actions.
- b) The method and frequency of monitoring the implementation of the impact management actions.
- c) A description of how the non-conformance/non-compliance and environmental incidents will be managed on site.
- d) An indication of the roles and responsibilities in the implementation of the impact management actions.
- e) Records to be kept.
- f) How non-conformance/non-compliance will be dealt with.

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



Is communicated to all employees working for or on behalf of the *Contractor*

3. The tenderer must provide **minimum of 3 projects** where construction environmental management duties have been executed 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:

Project Name	Duration of involvement project	Environmental management responsibilities	Project Value / significance
Eg. Development of the Proposed Island View Dig Out port	Eg. 2011-2014	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 and positive net impact on GDP.

Attached submissions to this schedule:

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

	Environmental Management Plan	Environmental Policy	List of projects with Environmental Management Duties
Points (15)	6	4.5	4.5
Score 0	No information submitted by the bidder or inadequate information to determine a score.		
Score 20	The tenderer responded to 1-2 of the items listed under 1 above.	Policy addresses 1 of the required elements listed under 2 above.	Tenderer has only executed environmental management duties in 1 project
Score 40	The tenderer responded to 3 of the items listed under 1 above.	Policy addresses 2 of the required elements listed under 2 above.	Tenderer has only executed environmental management duties in 2 projects
Score 60	The tenderer responded to 4 of the items listed under 1 above.	Policy addresses 3 of the required elements listed under 2 above.	Tenderer has only executed environmental management duties in 3 projects
Score 80	The tenderer responded to 5 of the items listed under 1 above.	Policy addresses 4 of the required elements listed under 2 above.	Tenderer has only executed environmental management duties in 4 projects
Score 100	The tenderer responded to all 6 of the items listed under 1 above.	Policy addresses all 5 of the required elements listed under 2 above.	Tenderer has only executed environmental management duties in 5 projects



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2024/11/0032/84084/RFP

DESCRIPTION OF THE WORKS: UPGRADE WATER RETICULATION AS PER WATER MASTER PLAN IN THE PORT OF RICHARDS BAY FOR A PERIOD OF FOURTEEN (14) MONTHS.

DECLARATION OF UNDERSTANDING

PROJECT NAME:		DOCUMENT NO:	
PROJECT NO:		DATE:	
CONTRACTOR:		CONTRACT NO:	

I,

(Name)

(Designation)

(Representing)

Declare that I have read and understood the contents of the Construction Environmental Management SOP (009-TCC-CLO-SUS-TMP-11386) and associated documents for the above mentioned Project and Contract.

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

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



T2.2-06: Evaluation Schedule: Health and Safety (H&S) Requirements

(15 points)

Submit the following documents as a minimum with your tender:

1. The tenderer must submit the below mentioned Health and Safety documents showing that they have H&S Management System in place,
 - Project-Specific Health and Safety Plan
 - Signed and dated Health and Safety Policy
 - Incident Management Procedure
 - Valid Letter of Good Standing
 - Emergency Procedure
2. Provide tenderer's Baseline Risk Assessment indicating major activities for the project
 - Site Establishment & Storage of Pipes
 - Excavation & Water Control
 - Traffic Management
 - Location & Exposure Of Underground Services
 - Pipe Laying & Concrete Works
 - Working with Asbestos Pipes
 - Horizontal Drilling
 - Tie In & Commissioning of New Installations
3. Table or outline the Roles & Responsibilities, such as 16(2) , 8.1 Construction Manager (professionally registered with SACPCMP as Pr.CPM/Pr. CM or ECSA as Pr. Tech Eng/Pr. Eng.), 8.2 Assistant Construction Manager, 8.5 Safety Officer (SACPCMP professionally registered CHSO), 8.7 Construction Supervisor, 8.8 Construction Assistant Supervisor, 9.1 Risk Assessor, etc. as per the Occupational Health and Safety Act 85 of 1993
4. Evidence that the tenderer have made adequate provisions for the cost of Health & Safety as in accordance with CR 5(1)(g)
5. Complete and return with tender documentation the Contractor Safety Questionnaire with supporting documentation included as an Annexure as well as One-year synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.

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

Points (15)	4.5	4.5	1.5	1.5	3
	Proof of Health Safety management system by submitting the following documents: - Project-Specific Health and Safety Plan - Signed and dated Health and Safety Policy - Incident Management Procedure - Valid Letter of Good Standing	Baseline risk assessment indicating major activities for the project: - Site establishment & storage of pipes - Excavation & water control - Traffic management - Location & exposure of underground services - Pipe laying & concrete works - Working with asbestos pipes - Horizontal drilling	Roles & Responsibilities, such as CEO, S16.2, 8.1 Construction Manager (professionally registered with SACPCMP as Pr.CPM/Pr. CM or ECSA as Pr. Tech Eng/Pr. Eng.), 8.2 Assistant Construction Manager, 8.5 Safety Officer (SACPCMP professionally registered CHSO), 8.7 Construction Supervisor, 8.8 Construction Assistant Supervisor, 9.1 Risk Assessor, etc. as per the Occupational Health and Safety Act 85 of 1993	Cost Breakdown Sheet. Complete and return with tender documentation the H&S Cost breakdown sheet included as a returnable.	Complete and return with tender documentation the Contractor's Safety Questionnaire with required supporting documentation included as an Annexure One year synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.

Points (15)	4.5	4.5	1.5	1.5	3
	- Emergency procedure	- Tie in & Commissioning of new installations			
Score 0	The Tenderer has submitted no information or inadequate information to determine a score.				
Score 20	1 of 5 document submitted.	1 of 8 project specific major activity in baseline risk assessment submitted.	1 of 7 Roles and responsibilities submitted as required by Occupational Health and Safety Act 85 of 1993	Health and Safety Budget submitted is ≤2 % of the tender value.	Contractors safety questionnaire completed in full but no supporting documentation submitted.
Score 40	2 of 5 documents submitted.	2-3 of 8 project specific major activities in baseline risk assessment submitted.	2 of 7 Roles and responsibilities submitted as required by Occupational Health and Safety Act 85 of 1993	Health and Safety Budget submitted is >2 to <3 % of the tender value.	Contractor safety questionnaire completed in full and supporting documentation submitted
Score 60	3 of 5 documents submitted.	4-5 of 8 project specific major activities in baseline risk assessment submitted.	3-4 of 7 Roles and responsibilities submitted as required by Occupational Health and Safety Act 85 of 1993	Health and Safety Budget submitted is 3 % of the tender value.	Contractor safety questionnaire completed in full, supporting documentation submitted and one year synopsis submitted with incident description provided.
Score 80	4 of 5 documents	6-7 of 8 project specific major activities in	5-6 of 7 Roles and responsibilities submitted as	Health and Safety Budget submitted is	Contractor safety questionnaire completed in full, supporting

Points (15)	4.5	4.5	1.5	1.5	3
	submitted.	baseline risk assessment submitted.	required by Occupational Health and Safety Act 85 of 1993	>3 to ≤4% of the tender value.	documentation submitted , one year synopsis submitted with incident description and action taken to prevent reoccurrence.
Score 100	All 5 documents submitted.	All 8 project specific major activities in baseline risk assessment submitted.	All 7 Roles and responsibilities submitted as required by Occupational Health and Safety Act 85 of 1993	Health and Safety Budget submitted is >4% of the tender value.	Contractor safety questionnaire completed in full, supporting documentation submitted , one year synopsis submitted with incident description and action taken to prevent reoccurrence as well as proof that incident review has been communicated among all employees.



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2024/11/0032/84084/RFP

DESCRIPTION OF THE WORKS: UPGRADE WATER RETICULATION AS PER WATER MASTER PLAN IN THE PORT OF RICHARDS BAY FOR A PERIOD OF FOURTEEN (14) MONTHS.

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			

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



Contractor Safety Questionnaire

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



Contractor Safety Questionnaire

3. Citations									
	Does your company have a Certificate of Recognition?					Yes		No	
	If yes, what is the	Certificate No:		Issue Date:					
4. Safety Program									
4A	Do you have a written safety program manual? If Yes, provide a copy for review					Yes		No	
4B	Do you have a pocket safety booklet for field distribution? If Yes, provide a copy for review					Yes		No	
4C	Does your safety program contain the following elements:								
		Yes	No			Yes	No		
	Corporate Safety Policy			Equipment Maintenance					
	Incident Notification Policy			Emergency Response					
	Recordkeeping & Statistics			Hazard Assessment					
	Reference to Legislation			Safe Work Practices					
	General Rules & Regulations			Safe Work Procedures					
	Progressive Discipline Policy			Workplace Inspections					
	Responsibilities			Investigation Process					
	PPE Standards			Training Policy & Program					
	Environmental Standards			Communication Processes					
	Modified Work Program								
5. Training Program									
5A	Do you have an orientation program for new hire employees? If Yes, include a course outline. Does it include any of the following:					Yes		No	
		Yes	No			Yes	No		
	General Rules & Regulations			Confined Space Entry					
	Emergency Reporting			Trenching & Excavation					
	Injury Reporting			Signs & Barricades					
	Legislation			Dangerous Holes & Openings					
	Right to Refuse Work			Rigging & Cranes					
	Personal Protective Equipment			Mobile Vehicles					
	Emergency Procedures			Preventative Maintenance					
	Project Safety Committee			Hand & Power Tools					
	Housekeeping			Fire Prevention & Protection					
	Ladders & Scaffolds			Electrical Safety					
	Fall Arrest Standards			Compressed Gas Cylinders					
	Aerial Work Platforms			Weather Extremes					
5B	Do you have a program for training newly hired or promoted supervisors? If Yes, submit an outline for evaluation. Does it include instruction on the following:					Yes		No	
		Yes	No			Yes	No		
	Employer Responsibilities			Safety Communication					
	Employee Responsibilities			First Aid/Medical Procedures					
	Due Diligence			New Worker Training					



Contractor Safety Questionnaire

	Safety Leadership			Environmental Requirements		
	Work Refusals			Hazard Assessment		
	Inspection Processes			Pre-Job Safety Instruction		
	Emergency Procedures			Drug & Alcohol Policy		
	Incident Investigation			Progressive Disciplinary Policy		
	Safe Work Procedures			Safe Work Practices		
	Safety Meetings			Notification Requirements		
6. Safety Activities						
6A	Do you conduct safety inspections?	Yes	No	Weekly	Monthly	Quarterly
	Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution)					
	Who follows up on inspection action items?					
6B	Do you hold site safety meetings for field employees? If Yes, how often?	Yes	No	Daily	Weekly	Biweekly
6C	Do you hold site meetings where safety is addressed with management and field supervisors?	Yes	No	Weekly	Biweekly	Monthly
6D	Is pre-job safety instruction provided before to each new task?	Yes		No		
	Is the process documented?	Yes		No		
	Who leads the discussion?					
6E	Do you have a hazard assessment process?	Yes		No		
	Are hazard assessments documented?	Yes		No		
	If yes, how are hazard assessments communicated and implemented on each project?					
	Who is responsible for leading the hazard assessment process?					
6F	Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?	Yes		No		
6G	How does your company measure its H&S success? Attach separate sheet to explain					
7. Safety Stewardship						
7A	Are incident reports and report summaries sent to the following and how often?	Yes	No	Monthly	Quarterly	Annually
	Project/Site Manager					
	Vice President/Managing Director					
	Safety Director/Manager					
	President/Chief Executive Officer					
7B	How are incident records and summaries kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Incidents totalled for the entire company					



Contractor Safety Questionnaire

	Incidents totaled by project					
	Subtotalled by superintendent					
	Subtotalled by foreman					
7C	How are the costs of individual incidents kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Costs totaled for the entire company					
	Costs totaled by project					
	Subtotalled by superintendent					
	Subtotalled by foreman/general foreman					
7D	Does your company track non-injury incidents?	Yes	No	Monthly	Quarterly	Annually
	Near Miss					
	Property Damage					
	Fire					
	Security					
	Environmental					

8. Personnel

List key health and safety officers planned for this project. Attach resume.

Name	Position / Title	Designation

Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?

Name	Address	Telephone Number

Other responsibilities:

9. References

List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program

Name and Company	Address	Telephone Number

T2.2-07: Evaluation Schedule: Previous Experience (40 points)

Note to tenderers:

Tenderers are required to demonstrate their overall experience in the delivery of bulk water / water reticulation projects over the last 10 years, and to this end shall supply a sufficiently detailed and traceable reference list with contact details of previous and existing customers and also demonstrate their relevant experience with regards to the construction of bulk water / water reticulation projects as detailed in the Scope of Works n with reference to:

- **Upgrade of Bulk Water/Water Reticulation Projects**

References to substantiate experience indicated showing:

- Project description/Description of the works:
- Customer/Client name and contact details:
- Contract value and duration:
- Date of Project Completion:
- Attach Evidence of Project Completion, i.e. Practical Completion, Completion or Final Completion Certificate(s):

The tenderer to submit the following:

- Previous experience based on bulk water / water reticulation projects (specific to the scope)
- Sufficient references to substantiate experience indicated (project description, Client name and contact details, contract value and duration).
- **NOTE: The necessary contact details of the Customer/Client must be clearly indicated for verification. Where no Evidence of Project Completion is submitted, the project will be regarded as not completed and no scoring will be allocated.**

Previous Experience and Evidence of Project Completion: (100%)				
Project Description	Client Name and Contact Details	Contract Value and Duration	Date of Project Completion	Evidence of Project Completion (Y/N)

Attach the index of documentation to this schedule to substantiate your submission:

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

	Upgrade of Bulk Water Reticulation Projects (40)
Score 0	The tenderer has submitted no information or inadequate information to determine a score.
Score 20	Tenderer has successfully completed one to three (1-3) project/s and provided completion certificate/s
Score 40	Tenderer has successfully completed four to six (4-6) projects and provided completion certificates
Score 60	Tenderer has successfully completed seven to eight (7-8) projects and provided completion certificates
Score 80	Tenderer has successfully completed nine to ten (9-10) projects and provided completion certificates
Score 100	Tenderer has successfully completed more than ten (>10) or more projects and provided completion certificates

General Returnable Schedules



TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2024/11/0032/84084/RFP
 DESCRIPTION OF THE WORKS: UPGRADE WATER RETICULATION AS PER WATER MASTER PLAN IN THE
 PORT OF RICHARDS BAY FOR A PERIOD OF FOURTEEN (14) MONTHS.

T2.2-08: Intention to Tender

To be returned within 5 days after receipt

Transnet National Ports Authority	TNPA/2024/11/0032/84084/RFP
Attention	Selina Mojaki
e-mail	tenderenquiriespdu@transnet.net
	Closing Date: 26 March 2025
	(16h00)

For: UPGRADE WATER RETICULATION AS PER WATER MASTER PLAN IN THE PORT OF RICHARDS BAY FOR A PERIOD OF FOURTEEN (14) MONTHS.

Check

We: Do wish to tender for the work and shall return our tender
 by the due date above

Yes ☐ **No** ☐

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

Company:

Contact:

Phone No:

e-mail Address:

REASON FOR NOT TENDERING:

SIGNATURE: _____

DATE: _____



T2.2-09: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors



B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

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

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms _____, an authorised signatory of the company

_____, acting in the capacity of lead partner, to sign all

documents in connection with the tender offer for Contract _____

_____ and any contract resulting from it on our behalf.

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

Furthermore, we attach to this Schedule a copy of the joint venture agreement which incorporates a statement that all partners are liable jointly and severally for the execution of



the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners.

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

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor



T2.2-10: 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		



T2.2-11: 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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T2.2-12: 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.

[illegible]

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.



T2.2-13: Proposed Organisation and Staffing

Attached submissions to this schedule:

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



T2.2-14: Site Establishment Requirements Tenderers

to indicate their Site establishment area requirements:

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



T2.2-15: 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.

[illegible]



T2.2-16: Capacity and Ability to meet Delivery Schedule

Note to tenderers:

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

A schedule detailing the following:

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

Index of documentation attached to this schedule:

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T2.2-17: 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:

- **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.**
- **Tenderer to provide B-BBEE Certificates for all proposed sub-contractors listed above and attach it to this schedule.**
- **All agreements between the Main Contractor and Sub-Contractors must be attached to this schedule.**
- 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	
	☐	☐	☐	☐	☐	☐		☐	

The Tenderer must engage with **Simon Malindi** regarding the local municipal district/wards business forums business entities within the immediate surroundings of the Site/Working Area to maximise business opportunities to satisfy the above requirements. This is to ensure any possible risk pertaining to local business forums are mitigated by the Tenderer through demonstrating evidence to local business forums when enquired during the execution of the contract.

Contract email addresses for **Simon Malindi**: Simon.Malindi@transnet.net

T2.2-18: Returnable Schedule: Experience of Key Persons

The tenderer must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required service. The tenderer is to take note that this schedule will be referred to as T2.2-14 Proposed and Organisation and Staffing, therefore information submitted in both schedules should match.

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

1. Project organizational structure/organogram must include a clear indication of roles and responsibilities and specific function of each team member together with detailed CV's and certified copies of qualifications.
2. The experience of assigned key persons in relation to the scope of work, i.e. bulk water and water reticulation will be evaluated from two different points of view, namely:
 - a. Relevant experience.
 - b. The education, training and skills. (Proof of education, relevant professional registration and training must be attached. Copies of all qualifications and certificates must be certified by a Commissioner of Oaths).
 - c. Key persons must include at least, amongst others but not limited to:

- **Contracts/Project Manager.**

Must have as a minimum, Bachelor's Degree in Civil Engineering/Built Environment excluding Property Evaluation with more than Five (>5) years post qualification experience

OR

National Diploma in Civil Engineering/Built Environment excluding Property Evaluation with more than Seven (>7) years post qualification experience

AND

a valid professional registration with SACPMP in the Pr. CM/Pr. CPM category or ECSA in the Pr. Eng./Pr. Tech. Eng/Pr. Techni. Eng. Category.

- **Construction Manager.**

Must have as a minimum, Bachelor's Degree in Civil Engineering/Built Environment excluding Property Evaluation with more than Five (>5) years post qualification experience

AND

a valid professional registration with SACPMP in the Pr. CM/Pr. CPM category or ECSA in the Pr. Eng./Pr. Tech. Eng Category.

- **Construction Supervisor.**

Must have as a minimum, Bachelor's Degree in Civil Engineering/Built Environment excluding Property Evaluation with more than Four (>4) years post qualification experience

OR

National Diploma in Civil Engineering/Built Environment with more than Six (>6) years post qualification experience

OR

no Built Environment Qualification but with more than Ten (>10) years' experience.

- **Project Planner.**

Must have as a minimum, Matric/Grade 12 qualification and be familiar with NEC3 ECC and have a solid understanding of the operation of the Primavera Software Suite/MS Projects with more than Three (>3) years' experience gained in a similar position on projects operating the NEC3 suite of contracts.

- **Health & Safety Officer.**

Must have as a minimum, Bachelor's Degree in Safety Management/Environmental Health/ Risk Management with more than Three (>3) year's post qualification experience

OR

National Diploma in Health and Safety Management/Environmental Health/ Risk Management with more than to Five (>5) years post qualification experience

OR

SAMTRAC with more than Seven years (>7) years' relevant experience

AND

a valid professional registration with SACPMP in the CHSO or CHSM Category.

- **Environmental Manager.**

Must have as a minimum, Bachelor's degree or higher in Environmental Sciences or equivalent with more than three (>3) years' experience

OR

National Diploma in Environmental Management or Equivalent with more than six (>6) years' experience.

No.	Key Persons	Name and Surname	CV attached (Yes/No)	Qualifications attached (Yes/No)	Proof of Professional Registration attached (Yes/No)
1	Contracts/Project Manager				
2	Construction Manager				
3	Construction Supervisor				
4	Project Planner				
5	Health & Safety Officer				
6	Environmental Manager				

Note: CV's and profiles should show experience, background and track record in bulk water and water reticulation types of projects.

Attached submissions to this schedule:

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T2.2-19: Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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

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

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

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

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

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

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

YES	
-----	--

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

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

3. **SOLE AGREEMENT**

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

Signed at _____ on this _____ day of _____ 202

Name: _____

Title: _____

Signature: _____

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

Authorised signatory for and on behalf of

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

AS WITNESSES:

1. Name: _____

Signature: _____

2. Name: _____

Signature: _____

T2.2-20: Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

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

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

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

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

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

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

2. SERVICE LEVELS

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

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

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

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

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

Acceptance of Service Levels:

YES	
-----	--

NO	
----	--

T2.2-21: NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at 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; or
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:



- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and so far, as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
 - 3.3.1 return all written Confidential Information [including all copies]; and

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

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

4. ANNOUNCEMENTS

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

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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



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

9. GENERAL

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

Signed

Date

Name

Position

Tenderer

T2.2-22: TENDER 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 Transnet Supply Chain Management (SCM) Complaints and Allegations Office process and will be subject to the Terms of Reference of SCM Complaints and Allegations Office. Transnet Supply Chain SCM Complaints and Allegations Office 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 SCM Complaints and Allegations Office without having to follow a formal court process to have such award or decision set aside.

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

IMPORTANT NOTICE TO RESPONDENTS

- Transnet established the SCM Complaints and Allegations Office to investigate any material complaint in respect of any tenders regardless of the value. Should a Respondent have any material concern regarding a tender process, a complaint may be lodged with Transnet SCM Complaints and Allegations Office for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet SCM Complaints and Allegations Office, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form which will be shared upon receipt of a complaint should be completed and submitted, together with any supporting documentation, to groupscmcomplaints@transnet.net
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.

**T2.2-23: Service Provider Integrity Pact**

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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



PREAMBLE

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

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

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and/or reverse logistics event and any further contract to be entered into between the Parties, relating to such event. All Tenderers/Service Providers/Contractor's will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

1 OBJECTIVES

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



2 COMMITMENTS OF TRANSNET

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

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours, or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any



person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.

- b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
- c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
- d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

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

- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
- b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the



transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

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



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

a) Human Rights

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

b) Labour

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

c) Environment

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

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

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



- b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors, or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not



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

- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

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



Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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



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



existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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



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

9 CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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



10 DISPUTE RESOLUTION

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

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

11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.



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

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

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

Signature

Date



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

NAME OF TENDERING ENTITY:

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



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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

**T2.2-25: 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 TENDERER



T2.2-26: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

Section 8: The attached SBD6.1 must be completed for each tender and be attached as a requirement.



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

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

Signed

Date

Name

Position

Enterprise
name

**SBD 6.1****PREFERENCE POINTS CLAIM FORM**

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contribution; and
- (c) Any other specific goal determined in the Transnet preferential procurement policy

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

DESCRIPTION	POINTS	
PRICE	80	90
B-BBEE Status Level of Contributor 1 or 2	5	3
The promotion of supplier development through subcontracting a minimum of 30% of the value of a contract to South African Companies which are: I. EME or QSE 51% Black Owned.	15	7
Non-Compliant and/or B-BBEE Level 3-8 contributors	0	0
Total points for Price and Specific Goals must not exceed	100	

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated



or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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



3. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptance Evidence
B-BBEE Status Level of Contributor 1 or 2	Valid B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
The promotion of supplier development through subcontracting a minimum of 30% of the value of a contract to South African Companies which are: I. EME or QSE 51% Black Owned.	Sub-contracting agreements and Declaration and CIPC – B-BBEE certificate / Sworn- Affidavit / B-BBEE CIPC 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.]



EME¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard
------------------------	--

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor 1 or 2: =(maximum of 3 points)
- B-BBEE Status Level of Contributor 1 or 2: =(maximum of 5 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

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.



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

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE.

(***Tick applicable box***)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....



8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

**SBD4****BIDDER'S DISCLOSURE (SBD 4)****1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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

² 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.



2.2.1 If so, furnish particulars:

.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National 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.

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



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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



T2.2-27: Supplier Code of Conduct

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

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

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

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

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

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

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



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

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

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

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



Conflicts of Interest

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

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

Where possible, contracts will be negotiated to include the above in the terms of such contracts.

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

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

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

Signed this on day _____ at _____

 Signature

T2.2-28: JOB-CREATION SCHEDULE

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

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

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

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

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

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

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

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

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

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

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



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



T2.2-29: Insurance provided by the *Contractor*

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

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

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

To Whom It May Concern,

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

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

INSURED: Transnet (SOC) Limited

PERIOD: 1 April 2024 to 31 March 2025 (Both days inclusive)

DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals

THE INSURED'S VAT NO: 4720103177

THE INSURED'S COMPANY REGISTRATION NO: 1990/000900/30

POSTAL ADDRESS (Head Office) Carlton Centre, 150 Commissioner Street, Johannesburg, 2001

CONTRACT WORKS INSURANCE

Cover Provided : Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.

Insurer : Mirabilis (Santam Limited)

Policy Number : MZAR35023-CAR

The Contract Site : Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.

Territorial Limits : The Republic of South Africa.

Additional Co-Insureds:

The Contractor: All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

Sub-Contractors: All Sub-Contractors employed by the Contractor and all other Sub- Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement; transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;

Provincial & Government:

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

Insured Contracts :

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

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

Definitions

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

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

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

- Costs & Expenses - Limited to a maximum of R50,000,000.
- Expediting Measures – Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- Costs & Expenses For Removal Of Debris No Damage - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000
- Public Relationship Costs - Limited to a maximum of R1,000,000. □ Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000
- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000

Authorised Financial Services Provider

Registration in South Africa Number 2013/150155/07

Authorized FSP Licence Number 44889

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

Main Policy Exclusions :

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 10% of the total estimated contract value in the aggregate.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Cyber and Data
- Beneficial Occupation – 12 months
- Risk Mitigation – Safety Measures with Respect to Precipitation, Flood and Inundation – 10 years return period

Deductibles:

In respect of loss or damage:

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

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

Contracts with a contract value :

Major perils

Minor perils

0 to R100,000,000	R25,000	R15,000	R100,000,001 to
R250,000,000	R50,000	R15,000	
R250,000,001 to R500,000,000		R100,000	R25,000
R500,000,001 to R1,000,000,000		R150,000	R25,000

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

Electrical Cables, Wiring and Accessories 10% of claim minimum R100,000

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

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

PUBLIC LIABILITY

Cover Provided :

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

Insurer : Stalker Hutchinson (Santam Limited)

Policy Number: 6000/132335

Territorial Limits : The Republic of South Africa.

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

Excluding:

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

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

Policy Limits:

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

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

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

General Policy Exclusions :

The policy does not cover:-

- deliberate, conscious and intentional disregard to take reasonable precautions.
□ fines, penalties, punitive and exemplary damages.
- Pollution unless caused by a sudden, unintended and unexpected occurrence.
- cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence.
- the hazardous nature of asbestos.
- War And Terrorism Risks.
- Nuclear Risks.
- Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities

Authorised Financial Services Provider

Registration in South Africa Number 2013/150155/07
Authorized FSP Licence Number 44889

- Compulsory Insurance
- Loss or damage and any consequence therefrom to any Data. •
- Sanctions Exclusion □ Grid Failure

PROFESSIONAL INDEMNITY

Cover Provided :

Professional Indemnity

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

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132337

Jurisdiction :

Worldwide excluding North America

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

- a) Contracts which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.
- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

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

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

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

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

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

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

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

Policy Main Exclusions:

- Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- Excludes Supervision.
- Excludes liability arising out of environmental impairment / pollution
- Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other noncompensating damages of any kind.

- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.
- Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.
- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion
- Grid Failure

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

Langa Sigodi



Account Executive: Corporate & Global Markets



T2.2-30: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor

(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of
tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date



T2.2-31: 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:
--

T2.2-32: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

.....

Contractor:

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

Contractor:

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

Contractor:

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

**Proposed Sub-contractor 1:**

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

Proposed Sub-contractor 2:

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

Proposed Sub-contractor 3:

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

Proposed Sub-contractor 4:

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

Proposed Sub-contractor 5:

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

**Proposed Sub-contractor 6:**

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

Proposed Sub-contractor 7:

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

Proposed Sub-contractor 8:

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

Proposed Sub-contractor 9:

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



T2.2-33: Supplier Declaration Form

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

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

General Terms and Conditions:

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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



SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxxxx):

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

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

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

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	



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

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

Most recent Financial Year's Annual Turnover	<R10Million EME		>R10Million <R50Million QSE		>R50Million Large Enterprise	
--	---------------------------	--	--	--	--	--

Does your company have a valid proof of B-BBEE status?					Yes		No						
Please indicate your Broad-Based BEE status (Level 1 to 9)					1	2	3	4	5	6	7	8	9
Majority Race of Ownership													
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership							
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans									

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

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



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

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

ENTERPRISE DEVELOPMENT RECIPIENT A supplier that isn't in our value chain as yet, but we have assisted them with an ED intervention	YES ☐ NO ☐
---	--

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



APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths



APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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



	(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and underdeveloped areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”
--	--

3. I hereby declare under Oath that:

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



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

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

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

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

Deponent Signature

.....

Date

Commissioner of Oaths

Signature & stamp



APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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



Definition of “Black Designated Groups”	“Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”
--	--

3. I hereby declare under Oath that:

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



TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2024/11/0032/84084/RFP
DESCRIPTION OF THE WORKS: UPGRADE WATER RETICULATION AS PER WATER MASTER PLAN IN THE
PORT OF RICHARDS BAY FOR A PERIOD OF FOURTEEN (14) MONTHS.

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

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

Deponent Signature

Date

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

REGULATIONS GOVERNING THE ADMINISTERING OF AN OATH OR AFFIRMATION

Act

Published under

GN R1258 in GG 3619 of 21 July 1972
as amended by

GN 1648 in GG 5716 of 19 August 1977
GN R1428 in GG 7119 of 11 July 1980
GN R774 in GG 8169 of 23 April 1982

The State President has, in terms of section 10 of the Justices of the Peace and Commissioners of Oaths Act, 1963 (Act 16 of 1963), been pleased to make the following regulations:

1 (1) An oath is administered by causing the deponent to utter the following words: 'I swear that the contents of this declaration are true, so help me God'.

(2) An affirmation is administered by causing the deponent to utter the following words: 'I truly affirm that the contents of this declaration are true'.

2 (1) Before a commissioner of oaths administers to any person the oath or affirmation prescribed by regulation 1 he shall ask the deponent-

- (a) whether he knows and understands the contents of the declaration;
- (b) whether he has any objection to taking the prescribed oath; and
- (c) whether he considers the prescribed oath to be binding on his conscience.

(2) If the deponent acknowledges that he knows and understands the contents of the declaration and informs the commissioner of oaths that he does not have any objection to taking the oath and that he considers it to be binding on his conscience the commissioner of oaths shall administer the oath prescribed by regulation 1(1).

(3) If the deponent acknowledges that he knows and understands the contents of the declaration but objects to taking the oath or informs the commissioner of oaths that he does not consider the oath to be binding on his conscience the commissioner of oaths shall administer the affirmation prescribed by regulation 1 (2).

3 (1) The deponent shall sign the declaration in the presence of the commissioner of oaths.

(2) If the deponent cannot write he shall in the presence of the commissioner of oaths affix his mark at the foot of the declaration: Provided that if the commissioner of oaths has any doubt as to the deponent's inability to write he shall require such inability to be certified at the foot of the declaration by some other trustworthy person.

4 (1) Below the deponent's signature or mark the commissioner of oaths shall certify that the deponent has acknowledged that he knows and understands the contents of the declaration and he shall state the manner, place and date of taking the declaration.

(2) The commissioner of oaths shall-

- (a) sign the declaration and print his full name and business address below his signature; and
- (b) state his designation and the area for which he holds his appointment or the office held by him if he holds his appointment *ex officio*.

[Subreg. (2) substituted by GN 1648 of 19 August 1977]

5

[Reg. 5 deleted by GN R774 of 23 April 1982]

6 A commissioner of oaths shall not charge any fee for administering any oath or affirmation or attesting any declaration.

7 (1) A commissioner of oaths shall not administer an oath or affirmation relating to matter in which he has interest.

(2) Subregulation (1) shall not apply to an affidavit or a declaration mentioned in the Schedule.

8 Government Notice R1206, dated 15 December 1961, is hereby withdrawn.

THE BROAD-BASED BLACK ECONOMIC EMPOWERMENT COMMISSION'S

PRACTICE GUIDE 01 of 2022

DETERMINING THE VALIDITY OF A BROAD-BASED BLACK ECONOMIC EMPOWERMENT VERIFICATION CERTIFICATE, B-BBEE SWORN AFFIDAVIT AND CERTIFICATE ISSUED BY THE COMPANIES AND INTELLECTUAL PROPERTY COMMISSION

A. Introduction

1. The Broad-Based Black Economic Empowerment Commission ("B-BBEE Commission") is an entity established by the Broad-Based Black Economic Empowerment Act 53 of 2003 as amended by Act 46 of 2013 ("the Act"), to oversee the implementation of the Act, which includes provision of practice guides, explanatory notices, non-binding advisory opinions and clarification services to improve the understanding of the Act.
2. This Practice Guide is issued as a non-binding guide purely to assist with the interpretation of B-BBEE documentation presented by measured entities to ensure consistency in the application of the Act. Should this Practice Guide not be clearly applicable to your specific set of facts at any given time, you are advised to approach the B-BBEE Commission for a non-binding advisory opinion, which will be more specific to your set of facts.
3. This Practice Guide does not constitute a legal document or a ruling of the B-BBEE Commission on the issue concerned. Further, although this Practice Guide is not binding on the B-BBEE Commission, it does set out the approach that the B-BBEE Commission is likely to take on any matter relating to implementation of B-BBEE including determining the validity of B-BBEE sworn affidavits, B-BBEE verification certificates and certificates issued by the Companies and Intellectual Property Commission (CIPC) for B-BBEE purposes.
4. This Practice Guide replaces Practice Guide 01 of 2018 as of **01 November 2022**.

A. Purpose of this practice guide

5. The B-BBEE Commission has over the years continued to be inundated with requests from various stakeholders to confirm validity of B-BBEE certificates, sworn affidavits and CIPC certificates, which process has resulted in the B-BBEE Commission issuing a number of advisory letters to the affected entities to advise of invalidity of such documentation and the need to withdraw the invalid B-BBEE verification certificates or sworn affidavits/CIPC certificates. Thus, the purpose of this Practice Guide is to set out the approach for stakeholders to determine the validity of B-BBEE certificates or sworn affidavits/CIPC certificates for consistency.
6. The five elements of B-BBEE adopted in the Codes of Good Practice (the Codes) each have a specific purpose and together provide an integrated intervention to empower black people as envisaged in the Act. Further, the Act allows for B-BBEE verification, which is a measure used to determine compliance with the Act, and results in the issuing of a B-BBEE verification certificate.
7. A B-BBEE verification certificate, a sworn affidavit and a B-BBEE certificate issued by the CIPC is evidence of a measured entity's compliance with the Act over a particular period. Such compliance is based on B-BBEE related information of a measured entity in line with the applicable Codes as per Section 9 (1) of the Act.
8. It is contrary to the Act for a measured entity to trade with an invalid/inconclusive or incorrect B-BBEE verification certificate or sworn affidavit/CIPC certificate. The preferential procurement spend or economic activity that was directed by measured entities to a supplier or entity on the basis of an invalid B-BBEE document cannot be recognised during a B-BBEE measurement process, therefore, it is critical to determine the validity of B-BBEE verification certificates or sworn affidavits/CIPC certificates presented by measured entities in order to access an economic opportunity both in the public and private sector.

B. Determining validity of a sworn affidavit for B-BBEE compliance

9. The legal dictionary (<https://legal-dictionary.thefreedictionary.com/Affadavit>) defines a sworn affidavit as a written statement of facts voluntarily made by a person under an oath or affirmation administered by a person authorized to do so by law.
10. In terms of the Codes, Exempted Micro-Enterprises (EMEs) and black controlled and owned Qualifying Small Enterprises (QSEs) only have to use a sworn affidavit to indicate their B-BBEE

compliance status. Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities.

11. The Department of Trade, Industry and Competition (**the dtic**) has designed sworn affidavit templates and qualifying measured entities must use these templates, which can be accessed on **the dtic** website. It is acceptable to use the templates on the letterhead of the measured entity.
12. The only time an EME can be verified by a South African National Accreditation System (SANAS) accredited verification professional is when it wishes to maximise its B-BBEE points and move to a higher B-BBEE recognition level, and that must be done using the QSE Scorecard.
13. The exception to this is only with regard to the Transport Sector where EMEs have a choice of obtaining accounting officer letter or get verified and be issued with a B-BBEE verification certificate by a SANAS accredited professional or agency because the Integrated Transport Sector Code has not been aligned to the amended Generic Codes.
14. Also, start-ups that are EMEs but wish to tender for contracts of R10 million in value or above must be verified using the QSE scorecard, and for tenders of R50 million and above must be verified using the generic scorecard.
15. Further, the Construction Sector Code, provides for EMEs whose annual turnover is R1.8 million for Built Environment Professionals and R3 million for Contractors or less to obtain automatic recognition levels and these do not require to undergo verification except in instances where they elect to enhance their B-BBEE status levels. In those circumstances there is a requirement for these EMEs to contribute towards empowerment by complying with the 40% sub-minimum on skills development element and in ensuring compliance with the skills development element, these EMEs are required to be verified by a SANAS accredited verification professional or agency.
16. Furthermore, the Generic Codes and the Financial Services Sector Code have granted an option to 51% and 100% black owned QSEs to undergo a verification process from a SANAS accredited verification professional if they so choose. However, for consistent application, EMEs in the Financial Services Sector should only obtain a sworn affidavit, and not a B-BBEE verification certificate as there is nothing to verify.

17. The following pointers are key in determining the validity of a sworn affidavit:

- a) Name/s of deponent as they appear in the identity document and the identity number must be completed.
- b) Designation of the deponent as either the director, owner or member must be indicated in order to know that the person deposing to the sworn affidavit is duly authorised. A deponent is able to tick more than one option if the person is a director and owner of the entity.
- c) Name of enterprise must be cited as per the enterprise registration documents issued by the CIPC, where applicable, including the enterprise business address.
- d) Percentage of ownership held by black people, black female and black designated groups. For designated groups, the percentage must be indicated for each sub-category or nil where there is none. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected.
- e) Indicate the total annual revenue for the year under review and whether it is based on audited financial statements or financial statements or management accounts. Please select one option.
- f) Indicate the full financial year end (day/month/year) as per the enterprise's registration documents, which was used to determine the total revenue. This must be the recent financial year end.
- g) Select the B-BBEE Status level based on black ownership percentage. An enterprise can only have one B-BBEE status level.
- h) Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for which the empowering supplier status is based on.
- i) Date of signature for both the deponent and Commissioner of Oath must be the same. If using the first **dtic** template for sworn affidavits, where provision is not made for Commissioner of Oath signature date, the date of the deponent will be regarded by default as the signature date for Commissioner of Oath.
- j) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest. Please note that the B-BEE Act does not determine the qualification for Commissioner of Oaths, this is done in terms of the Justice of Peace and Commissioners' of Oaths Act, 1963 (Act No. 16 of 1963) which is administered by the Department of Justice and Constitutional Development (DOJ & CD). Therefore any queries regarding the legitimacy of a Commissioner of Oath need to be directed to DOJ & CD.
- k) A B-BBEE sworn affidavit is valid for a period of 12 months calculated from the date the sworn affidavit was commissioned, for example, if the sworn affidavit is commissioned on 12 August 2022, it will expire on 11 August 2023.

C. B-BBEE Certificate issued by the Companies and Intellectual Property Commission

18. **the dtic** through government Gazette Number 38765 published on 6 May 2015, mandated CIPC to issue B-BBEE certificates for EMEs and start-up enterprises, in its efforts to reduce cost of business for small businesses. A certificate issued by CIPC has the same status as a B-BBEE sworn affidavit.
19. Subsequently, CIPC issued a Customer Notice indicating that B-BBEE certificates can be applied for via e-services on the CIPC website (www.cipc.co.za), at CIPC Self Services Terminals when registering or filing Annual Returns.
20. **The following conditions apply when an enterprise uses the CIPC services for obtaining a B-BBEE certificate:**
- a) Only directors of a company or members of close corporations can apply for a B-BBEE certificate.
 - b) Only companies and close corporations with a turnover of less than R10 million can apply via CIPC.
 - c) The enterprise's status must be "In Business".
 - d) All Annual Return filings for the relevant company or close corporation need to be up to date;
 - e) Application for a B-BBEE certificate can be done at any time (not only when registering a company or filing returns), provided that an application for the certificate which is still valid, was not done already.
 - f) Applicant must agree to the B-BBEE terms and conditions.
 - g) A director or member amendment must be filed if the director or member's email address or telephone is not correct or up to date.
21. A CIPC certificate can be submitted to the B-BBEE Commission for attention of Mr. Madidimalo Ramare at MRamare@beecommission.gov.za to confirm if it was generated from the CIPC system. However, on face value, the following information must appear on the certificate:
- a) Name of enterprise, registration number and business address.
 - b) Date of issue and expiry adding to twelve months (e.g 9 June 2018 to 8 June 2019) must be indicated.
 - c) Percentage of total black ownership, black female ownership and total white ownership.
 - d) Certificate number.
 - e) Barcode with tracking number.

- f) Barcode with enterprise number.
- g) B-BBEE Status and procurement recognition level.
- h) **the dtic** logo on the top left corner, and CIPC logo on the top right corner.
- i) CIPC watermark.

D. Determining validity of a B-BBEE Verification Certificate for B-BBEE compliance

- 22. An entity that qualifies in terms of the B-BBEE Act to undergo a B-BBEE verification process, can only do so with a verification professional or agency that has been accredited by SANAS or a B-BBEE Verification Professional Regulator that may be appointed by the Minister of Trade, Industry and Competition.
- 23. B-BBEE verification means the process and activities conducted by a verification professional or agency to assess, verify and validate that the score awarded to a measured entity is a result of individual scorecard elements supplied by a measured entity, and to evaluate B-BBEE transactions in order to provide an indicative B-BBEE score and certification based on the principles of B-BBEE as per the Codes.
- 24. A B-BBEE verification process is important in assuring parties that rely on the score achieved by the measured entity and reflected on their B-BBEE Verification Certificate (refers to the B-BBEE verification certificate issued by the verification professional or agency which reflects the overall B-BBEE Status of a measured entity and scoring allocated for each scorecard element verified in respect of the measured entity) and that the information on which the certificate was issued is acceptable, and has been independently verified, and is free from misstatements.
- 25. Therefore, the role of a verifier is to assess, verify and validate both disclosed and undisclosed B-BBEE related information of the measured entity. The verification thereof should be based on the principles contained in the B-BBEE Act and relevant Codes, by applying the verification methodologies outlined in the Framework for accreditation and verification by all verification agencies (also known as the verification manual) as well as the Accreditation of B-BBEE Verification Agencies document issued by SANAS (also referred to as the R47-03). Important to note that a verifier is not to provide clarity or opinion on interpretation of any B-BBEE matter as such clarity must be sought from the B-BBEE Commission using the contact details mentioned below.
- 26. **A B-BBEE Verification Certificate shall identify the following information:**
 - a) The name and identifiable physical location(s) of the measured entity as per the CIPC records.

- b) The registration and VAT number of the measured entity.
- c) The dates of granting of the B-BBEE score/the period of validity, which is the initial issue date (e.g. 7 October 2021 to 6 October 2022) and the expiry date of the verification certificate.
- d) The revision or reissue date if applicable. .
- e) A unique identification number including revision number if applicable.
- f) The standard and/or normative document, including the issue and/or revision used to evaluate the client (amended codes / specialised or respective sector codes).
- g) The name and/or mark/logo of the B-BBEE verification agency.
- h) The scorecard against which the measured entity has been verified (Generic / QSE).
- i) The B-BBEE status level.
- j) The SANAS Accreditation Symbol on the verification certificate.
- k) The B-BBEE procurement recognition level.
- l) Score per element including total score achieved.
- m) Black ownership percentage.
- n) Black Female ownership percentage.
- o) Black designated group percentage:
 - Black Youth percentage
 - Black Disabled percentage
 - Black Unemployed percentage
 - Black People living in Rural areas percentage
 - Black Military Veterans percentage
- u) Modified flow has been applied, indicate yes or no.
- v) Exclusion principle used, indicate yes or no.
- w) Recent financial year end used (day/month/year).
- x) Discounting principle used, indicate yes / no.
- y) Empowering Supplier status, indicate yes / no.
- z) Name and signature of technical signatory
- aa) Amendments to certificate to be clearly documented.
- bb) A consolidated certificate to state as such and refers to attachment of the measured entities that are consolidated with registration and vat numbers.
- cc) In terms of the reflection of the level and points on the B-BBEE verification certificate, the following is applicable:
 - Participated in Y.E.S Initiative yes / no
 - Achieve Y.E.S Target and 2.5% Absorption yes / no
 - Achieve 1.5 x Y.E.S Target and 5% Absorption yes / no
 - Achieve Double Y.E.S Target and 5% Absorption yes / no

27. The recipient or user of a B-BBEE verification certificate can contact any of the accredited verification professionals or agency that is said to have issued the B-BBEE verification certificate, to request confirmation on the issuance of B-BBEE certificate. The recipient or user is also advised to use the SANAS website to verify the accreditation status, accreditation period and scope of accreditation for the verification professional or agency. The SANAS website also has a list of all verification professionals or agencies whose accreditation status has been withdrawn, or suspended, because a verification professional or agency cannot issue a B-BBEE certificate if the accreditation status has expired, withdrawn or suspended.
28. The recipient or user of the B-BBEE verification certificate, sworn affidavit or B-BBEE certificate issued by CIPC is also allowed, as part of its due diligence processes, to request any relevant additional information or documents from the measured entity in order to validate the credibility of the information recorded on the B-BBEE verification certificate, sworn affidavit/CIPC B-BBEE certificate.
29. It is also the responsibility of the recipient or user of the B-BBEE verification certificate or sworn affidavit/CIPC certificate to specify if measured entities ought to furnish an original or copy including certified copy of the B-BBEE verification certificate or sworn affidavit/CIPC certificate.

E. Penalties as per the B-BBEE Act

30. Trading with an invalid or fraudulent B-BBEE certificate or sworn affidavit/CIPC certificate may constitute an offence in terms of Section 13O (1) (a) of the B-BBEE Act, which state that a person commits an offence if that person knowingly misrepresents or attempts to misrepresent the broad-based black economic empowerment status of an enterprise, and the B-BBEE Commission may institute an investigation in terms of Section 13J of the B-BBEE Act. In addition, Section 13A of the B-BBEE Act has empowered organs of state and public entities to cancel any contract or authorisation awarded on account of false information knowingly furnished by or on behalf of an enterprise in respect of its broad-based black economic empowerment status.
31. If an entity is found to have violated the B-BBEE Act, the B-BBEE Commission is empowered to act accordingly as guided by the B-BBEE Act and this can result in the entity that violated the B-BBEE Act to be fined up to 10% of its annual turnover, and individuals involved could be imprisoned for up to 10 years, and / or fined. Specifically, an offence under section 13O (2) could lead to imprisonment of up to 12 months, or a fine, or both the fine and imprisonment.

32. In terms of section 13O (2) a verification professional, procurement officer or any official of an organ of state or public entity who becomes aware of the commission of, or attempt to commit any offence referred to under section 13O (1) and fails to report it, is guilty of an offence.
33. This Practice Guide is issued as a guide purely to assist with the interpretation and testing the validity of a B-BBEE verification certificates and sworn affidavit/CIPC certificates, and does not constitute a legal document or ruling of the B-BBEE Commission.
34. This Practice Guide may be updated anytime by the B-BBEE Commission if there are any material changes arising from developments in the application of the B-BBEE Act. In such an instance, an amended version will be published to replace this one.
35. For any queries or further clarity on this Practice Guide, kindly feel free to contact us at the following contact details:

B-BBEE Commission

Private Bag X31

Pretoria

0001

Telephone: +27 12 394 1535 or +27 82 903 6398

Email: MRamare@beecommission.gov.za

Issued by the B-BBEE Commission

19 October 2022

The Contract

Part C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance



C1.1: Form of Offer & Acceptance

Offer

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

Upgrade Water Reticulation as per Water Master Plan in the Port Richards Bay for period fourteen (14) 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: <i>Works Information</i>
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 fulfill 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).



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2024/11/0032/84084/RFP

DESCRIPTION OF THE WORKS: UPGRADE WATER RETICULATION AS PER WATER MASTER PLAN IN THE PORT OF RICHARDS BAY FOR A PERIOD OF FOURTEEN (14) MONTHS.

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

Signature(s) _____

Name(s) _____

Capacity _____

for the
Employer
Transnet SOC Ltd
Transnet National Ports Authority
Pioneer Centre
San Thom Road
Port of Richards Bay
3900

Transnet SOC Ltd
Transnet National Ports Authority
Pioneer Centre
San Thom Road
Port of Richards Bay
3900

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		

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:

Signature(s) _____
Name(s) _____

Capacity _____

For the *Employer*

On Behalf of

**Transnet SOC Ltd
Transnet National Ports Authority
Pioneer Centre
San Thom Road
Port of Richards Bay
3900**

Name &
signature of
witness

Date _____

C1.2: Contract Data Part 1 and 2



C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		B: Priced contract with Bill of Quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1 Price adjustment for inflation
		X2 Changes in the law
		X7 Delay damages
		X13 Performance Bond
		X16 Retention
		X18 Limitation of liability
		Z Additional conditions of contract

of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)

10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority Transnet SOC Ltd Pioneer Centre San Thom Road Port of Richards Bay 3900
10.1	The <i>Project Manager</i> is: (Name)	TBC
	Address	Pioneer Centre San Thom Road,Port of Richards Bay 3900
	Tel	TBC
	e-mail	TBC
10.1	The <i>Supervisor</i> is: (Name)	TBC
	Address	Pioneer Centre San Thom Road,Port of Richards Bay 3900
	Tel No.	TBC
	e-mail	TBC
11.2(13)	The <i>works</i> are	Upgrade Water Reticulation as per Water Master Plan in the Port of Richards Bay

11.2(14)	The following matters will be included in the Risk Register	➤ Restricted Working Areas. ➤ Working within an operating Port and in confined spaces. ➤ Working with asbestos and asbestos contaminated materials. ➤ Delays in travel time due to heavy traffic congestion. ➤ Working on heights, at the bridge. ➤ Working under live electrical overhead power lines. ➤ Pipe jacking on multiple railway lines.						
11.2(15)	The <i>boundaries of the site</i> 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 <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.						
13.1	The <i>language of this contract</i> is	English						
13.3	The <i>period for reply</i> is	Two (2) weeks						
2	The Contractor’s main responsibilities	No additional data is required for this section of the <i>conditions of contract</i> .						
3	Time							
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	(TBC) after the contract start date (including weekends, public holidays and builders break).						
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<table><tr><td></td><td><i>Condition to be met</i></td><td><i>key date</i></td></tr><tr><td>1</td><td>Submission of all documents required for application of construction work permit & documents required to be accepted by the <i>Project Manager</i> for acceptance in accordance with the Works Information to ensure site Access Certificate can be issued</td><td>Within 4 (four) weeks of Contract Start Date</td></tr></table>		<i>Condition to be met</i>	<i>key date</i>	1	Submission of all documents required for application of construction work permit & documents required to be accepted by the <i>Project Manager</i> for acceptance in accordance with the Works Information to ensure site Access Certificate can be issued	Within 4 (four) weeks of Contract Start Date
	<i>Condition to be met</i>	<i>key date</i>						
1	Submission of all documents required for application of construction work permit & documents required to be accepted by the <i>Project Manager</i> for acceptance in accordance with the Works Information to ensure site Access Certificate can be issued	Within 4 (four) weeks of Contract Start Date						
30.1	The <i>access dates</i> are	<table><tr><td></td><td><i>Part of the Site</i></td><td><i>Date</i></td></tr><tr><td>1</td><td>Entire Site-Subject to Approval of Safety file, and the issue of Site Access certificate.</td><td>To be communicated by <i>Project Manager</i> on signing of Contract documents</td></tr></table>		<i>Part of the Site</i>	<i>Date</i>	1	Entire Site-Subject to Approval of Safety file, and the issue of Site Access certificate.	To be communicated by <i>Project Manager</i> on signing of Contract documents
	<i>Part of the Site</i>	<i>Date</i>						
1	Entire Site-Subject to Approval of Safety file, and the issue of Site Access certificate.	To be communicated by <i>Project Manager</i> on signing of Contract documents						
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	Two (2) weeks of the Contract Date.						

31.2	The <i>starting date</i> is	TBC
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Two (2) weeks.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	Unless required due to operational reasons.
4	Testing and Defects	
42.2	The <i>defects date</i> is	Fifty Two (52) weeks after Completion of the whole of the <i>works</i>.
43.2	The <i>defect correction period</i> is	Two (2) weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR).
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Rand Merchant Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius the number of days with snow lying at 08:00 hours South African Time.
	The place where weather is to be recorded (on the Site) is:	The <i>Contractor's</i> Site establishment area

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

Richards Bay Weather Station

and which are available from:

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

7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
	2 Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	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 <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.
	The <i>Contractor</i> provides these additional Insurances	1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the <i>Employer</i> that such plant & materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site.

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

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

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

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

Principal Controlled Insurance policy for Contract

9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
B	Priced contract with Bill of Quantities	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Richards Bay, Kwa-Zulu Natal Province, South Africa
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1(a)	The <i>base date</i> for indices is	TBC

X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	Pro-portion	linked to index for	Index by	prepared by
		0.29	Labour (People)	The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa. (Link- http://www.stats.gov.za/?page_id=1854&PPN=P0141)	
		0.05	Plant (Equipment)	The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa. (Link - http://www.stats.gov.za/?page_id=1854&PPN=P0151.1)	



0.20	Material (Civil)	The "Civil Engineering Material - Total" index in Table 6 (Civil engineering material price indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa. (Link – http://www.stats.gov.za/?page_id=1854&PPN=P0151.1); and
0.20	Material (Electrical)	The "Electrical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.



0.25	Material (Mechanical)	The "Mechanical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.
0.01	Fuel	The "Diesel" index in Table 1 (PPI for final manufactured goods) of the Statistical Release P0142.1 "Producer Price Index" published by Statistics South Africa. (Link - http://www.statssa.gov.za/?page_id=1854&PPN=P0142.1)
1.00		
0.15	Non-adjustable	
*Statistical release P0151 – Contract Price Adjustment Provisions (CPAP) Work Group and Selected Materials Indices		

X2	Changes in the law	No additional data is required for this Option
X7	Delay damages (but not if Option X5 is also used)	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	Fourteen Thousand rand (R1 400) per calendar day
X13	Performance bond	
X13.1	The amount of the performance bond is	Five percent (5%) of the total of the Prices including VAT.
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage is	Ten percent (10%) on all payments certified.
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The Total of the Prices
X18.5	The end of liability date is	Five (5) years after Completion of the whole of the <i>works</i>

Z	<i>Additional conditions of contract are:</i>	
Z1	Obligations in respect of Job Creation	
Z1.1		It will be a material term of this contract that the <i>Contractor</i> must contribute to the <i>Employer's</i> job-creation objectives as set out in Returnable Schedule T2.2-28 Job Creation.
Z1.2		The <i>Contractor's</i> undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T2.2-28 Job Creation will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the <i>Contractor</i> has failed in full to meet this specific material term of the contract, which may constitute a reason for termination.
Z1.3		The <i>Contractor</i> shall provide to the <i>Employer</i> , on a monthly basis or upon receiving an instruction to do so by the <i>Project Manager</i> , any documentation and/or evidence required by the <i>Employer</i> , which in the <i>Employer's</i> opinion would be necessary to verify whether the <i>Contractor</i> has maintained the job-creation undertaking as stipulated in Returnable Schedule T2.2-28 Job Creation. The <i>Contractor</i> 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	Obligations in respect of Subcontracting	
Z2.1		The <i>Contractor's</i> Subcontracting percentage as detailed in the tender submission Returnable T2.2-17 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.

Z2.2

The *Contractor* shall report to the *Employer* on a monthly basis during the term of the Contract, the amounts spent on each sub-contractor.

Z2.3

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 T2.2-17, 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.

Z3 Additional clause relating to Performance Bonds and/or Guarantees

Z3.1

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*.

Z4 Protection of Personal Information Act

Z4.1

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.

Z5 Additional clauses relating to Joint Venture

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;**

Z5.1

- **Written confirmation by all of the constituents:**
 - i. **of their joint and several liabilities to the *Employer* to Provide the Works;**
 - ii. **identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;**
 - iii. **Identification of the roles and responsibilities of the constituents to provide the Works.**
- **Financial requirements for the Joint Venture:**
 - iv. **the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;**
 - v. **the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**

Z5.2

Insert additional core clause 27.6

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

**Z6 Additional obligations in
respect of Termination**

Z6.1

The following will be included under core clause 91.1:

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

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

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

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

Z7.1

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

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

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

Z8 Additional Clause Relating to Collusion in the Construction Industry

Z8.1

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

Z9 Transfer of rights

The *Employer* owns the *Contractor's* rights over material, including but not limited to design and documentation, prepared for this contract by the *Contractor* except as stated otherwise in the Works Information. The *Contractor* obtains other rights for the *Employer* as stated in the Works Information and obtains from a Sub-*Contractor* or third party equivalent rights for the *Employer* of the material prepared by the Sub-*Contractor*. The *Contractor* provides to the *Employer* the documents which transfer these rights to the *Employer* at no costs to the *Employer*.

Z10 The first *assessment interval*

Z10.1

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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
B	Priced contract with bill of quantities	
11.2(21)	The <i>bill of quantities</i> is in	PART 2: PRICING DATA, C2.2 the Bill of Quantities
11.2(31)	The tendered total of the Prices is	R.....(in figures)(in words), excluding VAT
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>
B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components
41 in SSCC	The percentage for people overheads is:	%
21 in SSCC	The published list of Equipment is the last edition of the list published by	
	The percentage for adjustment for Equipment in the published list is	% (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	
	ECSA Gazetted Designated Rates Category A - D			
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: Form of Guarantee



C1.3 Forms of Securities

Pro forma Performance Guarantee

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

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

Option X13: Performance bond

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

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

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

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



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

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

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

Date:

Dear Sirs,

Performance Bond for Contract No. TNPA/2024/11/0032/84084/RFP

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

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

(the *Employer*) and

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

(the *Contractor*), for

{Insert details of the *works* from the Contract Data}

(the *works*).

I/We the undersigned

on behalf of the
Guarantor

of physical address

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

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



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

(say)

R _____

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

Signed _____ on this _____ day of _____ 2025
at _____

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

APPROVED GUARANTEE ISSUERS

ABSA BANK LIMITED GROUP
 BANK OF AMERICA, N.A
 BANK OF CHINA LIMITED GROUP
 BARCLAYS BANK PLC GROUP
 BESA MEMBERS
 BNP PARIBAS GROUP
 CHINA CONSTRUCTION BANK GROUP
 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

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-WUERTEMBERG
 MIZUHO BANK, LTD
 NATIONAL AUSTRALIA BANK LIMITED
 SKANDINAVISKA ENSKILDA BANKEN
 SUMITOMO MITSUI BANKING CORPORATION
 SVENSKA HANDELSBANKEN AB

AIG SOUTH AFRICA
 CONSTANTIA INSURANCE LTD
 CREDIT GUARANTEE INSURANCE CORPORATION
 GUARDRISK INSURANCE
 HOLLARD INSURANCE COMPANY
 INFINITY INSURANCE
 LOMBARD INSURANCE GROUP
 MUTUAL & FEDERAL
 RENASA INSURANCE COMPANY
 SANTAM
 BRYTE INSURANCE COMPANY LTD
 ZURICH INSURANCE PLC

C2.1 Pricing Instructions – Option B

C2.2 Bill of Quantities

**PART 2: PRICING DATA**

Document reference	Title	No of pages
	This cover page	1
C2.1	Pricing instructions: Option B	2-5
C2.2	The <i>bill of quantities</i>	6-28
	Total number of pages	28



C2.1 Pricing instructions: Option B

1. The *conditions of contract*

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

1.1.1 Clause 11 in NEC3 Engineering and Construction Contract, June 2005 (ECC3) Option B states:

Identified and defined terms

- 11 (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.
- 11.2 (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.

1.1.2 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.

1.1.3 These Pricing Preambles set out the basis on which the Bill of Quantities has been prepared. Notwithstanding the provisions of these Pricing Preambles, the *Contractor* is reminded that the Tender Drawings, where applicable, and the Specification form part of the documents and as such mutually refer to the intent of the Tender Document. Where a discrepancy occurs, it must be deemed that the *Contractor* has allowed for the intent of the Tender Documents unless this is clarified specifically at the time of Tender. In the event that the *Contractor* does not draw attention to any discrepancy or item the *Employer* must clarify the intent of the Tender Document and his decision must be binding.

1.1.4 Consequently, the tender rates and prices inserted by the *Contractor* against measured items must be deemed to be fully inclusive of all that is necessary to comply with the Tender Drawings, where applicable, and Specification in so far as they relate to the particular item.

1.2 Function of the Bill of Quantities

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



1.3 Guidance before pricing and measuring.

- 1.3.1 The measurement has been done in accordance to the Standard System of Measurement for Building Work and SANS 1200 Standard Specifications and payment clauses of the SANS 1200 Standard and Particular Specifications, must be deemed to form part of and included in the Pricing Instructions.
- 1.3.2 The Contract Data, the Works Information and the Site Information are to be read in conjunction with the Bill of Quantities.
 - 1.3.2.1 The Bill of Quantities comprises items covering the *Contractor's* profit and costs of general liabilities and of construction of temporary and permanent Works.
 - 1.3.2.2 All rates in the Bill of Quantities should only include the rate for unskilled, semi-skilled and skilled labour employed full time by the Tenderer. All other Labour cost in terms of Local labour temporarily employed as set out in the tender Conditions is addressed in the Preliminary and General section of the Bill of quantities.
 - 1.3.2.3 The Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill but his attention is drawn to the fact that the *Contractor* has the right, under various circumstances, to payment for additional works carried out and that the *Project Manager* is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the Bill.
 - 1.3.2.4 The measurement and payment clauses of each Specification, read together with the relevant clauses of the Specification Data, set out what ancillary or associated activities are included in the rate for the operations specified.
- 1.3.3 The Bill of Quantities has been drawn up generally in accordance with the latest issue of the SANS Standardized Specifications. Descriptions in the Bill are abbreviated and must be read in conjunction with the measurement and payment clauses of the applicable Specifications.
- 1.3.4 The tender must be deemed to allow for the requirements of the Specification. Tender Drawings, where applicable, and Bill of Quantities, all of which from part of the Tender Documents any discrepancies between the descriptions in the Bill of Quantities, the Specification and/or the Tender Drawings, must be clarified prior to the submission of the Tender. Any discrepancies noted after the Tender has been accepted may be referred to the Project Manager for a ruling but no increase in cost must be authorized.
- 1.3.5 Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
- 1.3.6 Except that they must not include Value Added Tax (VAT), the prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices to the Employer for the work described under each item. Such prices must cover all costs and expenses that may be required in and for the construction of the work described and must cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based. Provision is made in the Summary to the Bill of Quantities for VAT to be added.
- 1.3.7 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered must be considered to have a price or rate of R0,00.



- 1.3.8 The Tenderer must price and extend each item, total each page and carry the total of each section in the Bill of Quantities to the Summary page.
- 1.3.9 Attention is drawn to the principle that the Contractor must not order the quantities of materials stated in the Bill of Quantities until he has confirmed from the construction drawings or measurement on Site that such quantities are in fact the correct quantities.
- 1.3.10 Items marked "L" in the Bill of Quantities must be carried out using labour intensive methods. The
- 1.3.11 Tenderer must price each item in the Bill of Quantities in INK, preferably black ink.
- 1.3.12 The quantities given in the BOQ are provisional only and the *Contractor* must be paid for the actual amount of work done at the rates tendered.
- 1.3.13 The accuracy or inaccuracy of the quantities given in the BOQ must in no way affect the validity of the tender or the contract based thereon.
- 1.3.14 Notwithstanding anything to the contrary in the Conditions of Contract or the Works Information, the Contractor is to satisfy himself when ordering materials that such materials must actually be required for inclusion in the works as no payment must be made for materials ordered and delivered to site and then found to be in excess of the quantity actually required.
- 1.3.15 Errors and omissions made in the extensions or additions in a tender must be corrected by accepting the rates tendered as being correct and adjusting the total amount tendered accordingly.
- 1.3.16 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 only, but in the Works Information. 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.

2. Measurement and payment

2.1. Symbols

- 2.1.1 For the purpose of the Pricing Schedule, the following words must have the meanings assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Standard Specification.
Quantity	:	The number of units of work for each item.
Rate	:	The payment per unit of work for which the Service Provider tenders to do the work.
Amount	:	The product of the quantity and the rate tendered for an item.
Lump Sum	:	An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.



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

Abbreviation	Unit
on %	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 square
m ² -pass	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

The Preliminary and General Items (Section 1) shall be priced in accordance with the 'Scope of Work' and other contractual obligations required to complete the work. Fixed preliminary items will be evaluated and paid on a proven cost basis and limited to the tendered amount.

2.2.1 Time related preliminary items would be paid on the proportion of the following:

- Value of the price for work done to date per the *Project Managers* assessment (excluding activities directly relating to materials, escalation & compensation events) over the contract value excluding preliminaries cost and limited to the tendered amount.



- 2.2.2 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.3 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.

1

- 2.2.4 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.
- 2.2.5 Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 2.2.6 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.
- 2.2.7 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.
- 2.2.8 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.
- 2.2.9 The price against each item shall be deemed to take cognizance of the preambles and supplementary preambles within the bill of quantities, works information and all other documentation attached to the tender document.
- 2.2.10 All fluctuations in foreign exchange rates will only be applied on a proven cost basis to the actual cost of the imported materials excluding any mark-ups, labour and profit, etc.
- 2.2.11 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.

2.3 Departures from the *method of measurement*

- 2.3.1 The measurement has been done in accordance with SANS 1200 Standard Specifications and payment clauses of the SANS 1200 Standard and Particular Specifications, must be deemed to form part of and included in the Pricing Instructions.
- 2.3.2 The tenderer is deemed to have referred to these specifications for the full description of all relevant items and to price accordingly.



C2.2 the Bill of Quantities

Please refer to Annexure B – BOQ.

The following state the minimum requirements and in no way absolves the successful bidder from sound engineering practice.

Tenderers must submit offers to this specification only.

Departures from the specification, or additional items offered must be clearly indicated and a clear indication must be furnished in each case why the additional items offered by the bidder are considered superior and/or more beneficial to Transnet National Ports Authority than that specified.

Any omissions or sub-standard requirements in this specification must be brought to the attention of the *Project Manager* at tender stage and proposals for addressing these, must be submitted.



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2024/11/0032/84084/RFP

DESCRIPTION OF THE WORKS: UPGRADE WATER RETICULATION AS PER WATER MASTER PLAN IN THE PORT OF RICHARDS BAY FOR A PERIOD OF FOURTEEN (14) MONTHS.

SECTION 1 - PRELIMINARY AND GENERAL

Item Number	PAYMENT CLAUSE	Item Description	Unit	Quantity	Rate	Total Amount
1	SANS 1200A	Preliminary and General Preambles Fixed preliminary items will be valuated and paid on a proven cost basis up to the total value Time related preliminary items will be paid on the proportion of: Value of the price of work done to date per the Project Manager's assessment (excluding activities directly related to materials, escalation and compensation events) over the contract value excluding preliminaries costs. The tenderer is expected to understand the site, restrictions, and scope of work and price only the relevant items within the Preliminaries. All items priced will be assessed in relevance to the contract prior to any payments being made.				
	SANS 1200A	<u>Scheduled Fix-charge Items:</u>				
1.1	8.3.1	Contractual Requirements and General Responsibilities				
1.1.1		a) Provision of Performance Bond	Sum	1		
1.1.2		b) All contractual and legal requirements including permitting and licensing.	Sum	1		
1.2	8.3.2	Establishment of Facilities on Site				
	8.3.2.1	Facilities for Engineer:				
1.2.1		a) Furnished offices. "Offices for TNPA engineer (Contractor to provide an office with a minimum floor area of 9m2 with a separate outside entrance to the office. Office to be supplied with electricity and lighting to power office equipment, 9000 BTU wall unit air conditioner. Office to be supplied with desk 1500mm (L) x 750mm (W) x 750mm (H), 1 x swivel office chair and 2 x steel visitors chairs 840mm (H) x 420mm (W). All dimensions provided above are the minimum dimensions. The office must be supplied with an electrical certificate of compliance (COC).	No	1		
1.2.2		b) Nameboards. Construction Notice boards ((Contractor to provide 1 x sign board 2400mm (L) x 2400mm (W) mounted on steel poles with minimum 50mm diameter. The notice board must include a frame, fittings, and poles that are secured with concrete into stable ground indicating the contract details including the client and contractor contact numbers. The details of the signboard will be agreed upon contract commencement).	No	3		
		Total carried forward to next page				

		Total brought forward from previous page				
1.3	8.3.2.2	Facilities for Contractor:				
1.3.1		a) Temporary Offices and Storage Sheds	Sum	1		
1.3.2		b) Workshops	Sum	1		
1.3.3		c) Ablution and Latrine Facilities	Sum	1		
1.3.4		d) Tools and Equipment	Sum	1		
1.3.5		e) Water Supplies, Electrical Power and Communications	Sum	1		
1.3.6		f) Dealing with Water	Sum	1		
1.3.7		g) Access	Sum	1		
1.3.8		h) Plant	Sum	1		
1.4	8.3.3	Other Fixed-charge Obligations:				
1.4.1		Comply with all environmental and pollution control requirements	Sum	1		
1.4.2		Compliance with Construction Regulations (2014) Health and Safety measures	Sum	1		
1.4.3		Comply with all industrial relation requirements	Sum	1		
1.4.4		Comply with all quality management requirements not included elsewhere	Sum	1		
1.4.5		Provision of marked up drawings for production of as-built drawings	Sum	1		
1.5	8.3.4	Removal of Site Establishment				
		Removal of Site Establishment	Sum	1		
		Total carried forward to next page				



		Total brought forward from previous page				
	8.4	Scheduled Time-related Items				
1.6	8.4.1	Contractual Requirements and General Responsibilities	Sum	1		
1.7	8.4.2	Operation and Maintenance of Facilities on Site, for Duration of Construction:				
1.7.1	8.4.2.1	Facilities for Engineer:				
1.7.1.1		b) Survey Assistants and Materials	Sum	1		
1.7.2	8.4.2.2	Facilities for Contractor:				
1.7.2.1		a) Offices and Storage Sheds	Sum	1		
1.7.2.2		b) Workshops	Sum	1		
1.7.2.3		c) Ablution and Latrine Facilities	Sum	1		
1.7.2.4		d) Tools and Equipment	Sum	1		
1.7.2.5		e) Water supplies, electric power and equipment	Sum	1		
1.7.2.6		f) Dealing with Water	Sum	1		
1.7.2.7		g) Access	Sum	1		
1.7.2.8		h) Plant	Sum	1		
1.8	8.4.3	Supervision for Duration of Construction				
1.8.1		a) Supervision for the duration of the contract (by Contractor)	Sum	1		
	8.4.4	Company and Head Office Overhead Costs for the Duration of the Contract				
1.9		Company and Head Office Overhead Costs for the Duration of the Contract	Sum	1		
1.10	8.4.5	Other Time-related Obligations:				
		Compliance with OHS Act and Regulations				
1.10.1		Comply with all environmental and pollution control requirements	Sum	1		
1.10.2		Compliance with Construction Regulations (2014) Health and Safety measures	Sum	1		
1.10.3		Comply with all industrial relation requirements	Sum	1		
1.10.4		Comply with all quality management requirements not included elsewhere	Sum	1		
1.10.5		Provision of marked up drawings for production of as-built drawings	Sum	1		
		Total carried forward to next page				



		Total brought forward from previous page				
1.11	8.7	Dayworks:				
1.11.1		a) Labour	day	1		Rate only
1.11.2		b) Materials	day	1		Rate only
1.11.3		c) Plant	day	1		Rate only
1.12	8.8	Temporary Works:				
1.12.1	8.8.1	Maintain Access Road to Works (Site)	Sum	1		
1.13	8.8.2	Dealing with Traffic	Sum	1		
1.14		Temporary works required as a result of the Occupational Health and Safety Act.:				
1.14.1		a) Shoring	Sum	1		
1.14.2		b) Security	Sum	1		
1.14.3		c) Working Adjacent to Water and Electrical Infrastructure	Sum	1		
1.14.4		d) Working under Overhead Electrical Infrastructure	Sum	1		
1.15	8.8.3	Protection of Existing Water Infrastructure for the Duration of Construction	Sum	1		
1.16	8.8.3	Protection of Existing Roads for the Duration of Construction	Sum	1		
1.17	8.8.4	Existing Services				
1.17.1		a) Supply or hire specialist equipment for the detection of a particular service	Sum	1		
1.17.2		b) The use of the equipment referred to in terms of (a) above	Sum	1		
1.17.3		c) Excavation by hand in soft material	Sum	1		
1.17.4		d) Temporary protection, as required in terms of the project specification, of the existing service	Sum	1		
1.18	8.5	<u>Sums Stated Provisionally by Engineer</u>				
1.18.1		Repairs to existing infrastructure (chambers, pipes etc) where ordered	Prov sum	1	50,000.00	R50,000.00
1.18.2		Non-Destructive Testing of heat penetration butt-welds or similar approved testing authority, as directed	Prov sum	1	25,000.00	R25,000.00
1.18.3		Additional process control tests of materials and workmanship as requested by Engineer	Prov sum	1	25,000.00	R25,000.00
1.18.4		Environmental Rehabilitation measures by Specialist	Prov sum	1	50,000.00	R50,000.00
1.18.5		Scour, isolate & decommission existing pipeline as directed by Engineer	Prov sum	1	22,500.00	R22,500.00
1.18.6		Detection of services by ground penetrating radar or other means	Prov sum	1	75,000.00	R75,000.00
1.18.7		Excavation and proving of services by hand excavation along & across pipeline route	Prov sum	1	45,000.00	R45,000.00
1.18.8		Contractor's overheads, charges and profit on items 1.18.1 to 1.18.7 above	Prov sum	10%	292,500.00	R29,250.00
		Total Carried Forward To Summary				



SECTION 2

Item Number	PAYMENT CLAUSE	Item Description	Unit	Quantity	Rate	Total Amount
	SABS 1200 DB 8.3.1	Site clearance				
2.1	a)	Clear vegetation and trees of girth up to 3m for 560mm ND pipeline, only where ordered by the Engineer	m	1 581		
2.2	b)	Remove and grub all trees and tree stumps regardless of girth	m²	3 558		
		Removal of topsoil				
2.3	8.3.1 c)	Remove topsoil to nominal depth of 150mm and width of 4m for 560mm ND pipeline, stockpile, maintain & replace when trench backfilled, where ordered by the Engineer	m²	6 000		
	SABS 1200 C	Demolitions				
2.4	8.2.7	Dismantle and remove pipelines, electricity transmission lines, cables etc, only where instructed by the Engineer	m	172.5		
2.5	8.2.8	Demolish and remove structures/chambers and dismantle steelwork etc, only where instructe by the Engineer.	Sum	1		
2.6	8.2.9	Transport materials and debris to unspecified sites and dump, including AC pipes & fittings off-cuts to unspecified sites and dump (provisional)	m³.km	1 000		
	SABS 1200 DB 8.3.2	Excavation				
		<u>Excavate in the following materials for trenches & chambers, backfill, consolidate & stockpile surplus material etc for depth:</u>				
		Over and Up to				
2.7		0,0 m 1,5 m	m	5		
2.8		1,5 m 2,5 m (rate to include shoring)	m	69		
2.9		2,5 m 3,5 m (rate to include shoring)	m	1511		
2.10		3,5 m 4,5 m (rate to include shoring)	m	10		
2.11		Extra over Items above for hard rock excavation (Rate Only)	m³	159		
2.12		Excavate and dispose of unsuitable material from trench bottom (Rate Only)	m³	1		Rate Only
		(Only where ordered by Engineer - Provisional)				
2.13		Hand excavation where ordered by the Engineer	m³	20		
Total carried forward to next page						

SECTION 2: Replace Critical Pipe Sections Phase 1

Item Number	PAYMENT CLAUSE	Item Description				
		Total brought forward from previous page				
	8.3.3	Excavation ancillaries				
	8.3.3.1	<u>Make up deficiency in backfill material using machine excavation and trim to backfill profile by hand as detailed (provisional)</u>				
2.15	a)	from other necessary trench and chamber excavations on site	m ³	620		
2.16	b)	by importation from designated borrow pits	m ³	93		
2.17	c)	by importation from commercial or off-site sources selected by the contractor	m ³	10		
2.18	d)	by importation from other excavations within the Port (Prov)	m ³	10		
2.19	8.3.3.2	Opening up and closing down of designated borrow pit (Prov)	Sum	1		
2.20	8.3.3.3	Compaction in road reserves	m ³	20		
	8.3.3.4	Overhaul				
2.21	a)	Limited overhaul (provisional)	m ³	10		
2.22	b)	Long overhaul (provisional)	m ³ .km	50		
2.23		3% Cement stabilization & compaction at OMC of excavated material below valve chambers, in layers not exceeding 250 mm thick, to 95% MOD AASHTO maximum density.	m ³	650		
	8.3.4	Particular items				
2.24	a)	Shore trench (both sides) opposite structures or services where ordered	m	150		
	8.3.5	Existing services that intersect or adjoin a pipe trench Services that intersect a trench				
2.25		pipes up to and including 300mm ND	No.	3		
2.26		electrical cables	No.	15		
2.27		telecommunication cables	No.	5		
		Total carried forward to next page				



SECTION 2:Replace Critical Pipe Sections Phase 1

Item Number	PAYMENT CLAUSE	Item Description				
		Total brought forward from previous page				
		Services that adjoin a trench				
2.28		pipes up to and including 300mm ND	m	150		
2.29		pipes over 300mm ND	m	150		
2.30		electrical cables	m	250		
2.31		telecommunication cables	m	100		
	SABS 1200 DA					
		Grassing				
2.32	8.3.7	Grassing/ re-seeding to designated areas, where ordered	m²	6000		
	SABS 1200 LB					
		Bedding (pipes)				
		Refer to Clause PSLB 4.1.1				
2.33	8.2.4	Encasing of pipes in concrete in 20/19 grade concrete	m³	36.25		
2.34		Supply & install cross-walls or sack breakers in trench where ordered	No.	10		
	SABS 1200 L					
	8.2.1	Medium-pressure pipelines				
		Pipeline construction				
		<u>Supply, lay of HDPE materials-All Polyethylene material shall be PE 100, PN 12.5 (unless otherwise stated) suitable for butt fusion jointing and the rate shall include for supply and delivery to the work site of all pipes, fittings & specials including all other associated accessories such as gaskets, backing rings (to suite PN 12.5 Flange), bolts and nuts, etc required for complete installation</u>				
2.35		560mm ND PE100 PN12.5 HDPE	m	1 581		
		Total carried forward to next page				



SECTION 2:Replace Critical Pipe Sections Phase 1

Item Number	PAYMENT CLAUSE	Item Description				
		Total brought forward from previous page				
	8.2.3	<u>Extra-over 8.2.1 for the fixing of valve assemblies complete incl GMS bolt sets (buried HDPE stub-to-GMS flange joints either side measured separately) (refer to Typical Details as described below):</u>				
2.36		80mm ND Air Valve on 560mm ND PN12.5 HDPE pipeline (ref. drg. 4125515-1-000-P-DE-0002-01)	No.	5		
2.37		150mm ND Sour Valve on 560mm ND PN12.5 HDPE pipeline (ref. drg. 4125515-1-000-P-DE-0003-01)	No.	3		
2.38		450mm ND Isolation Valve on 560mm ND PN12.5 HDPE pipeline (ref. drg. 4125515-1-000-P-DE-0001-01)	No.	3		
	8.2.4, PC.6	<u>Extra-over 8.2.1 for cutting pipe and jointing to HDPE segmented bend by means of stub flanges, including bend for:</u>				
2.39		560mm ND PN16, 45° Bend (Prov)	No.	2		
2.40		560mm ND PN16, 22½° Bend (Prov)	No.	2		
	8.2.4	<u>Extra-over 8.2.1 for cutting out (2 cuts) and removing from welded pipeline a completed butt-weld incl 0.5m length of pipe each side for non-destructive testing (measured elsewhere), incl re-welding of pipe, where ordered, for:</u>				
2.41		560mm ND PN 12.5 HDPe pipe	No.	10		
	8.2.2	<u>Extra-over 8.2.1 for jointing by means of butt-welding where ordered, for:</u>				
2.42		560mm ND PN 12.5 HDPe pipe (Prov)	No.	10		
	8.2.4	<u>Extra-over 8.2.1 for cutting pipe and jointing by means of butt-welding where ordered, for:</u>				
2.43		560mm ND PN 12.5 HDPe pipe (Prov)	No.	10		
		Total carried forward to next page				

SECTION 2: Replace Critical Pipe Sections Phase 1

Item Number	PAYMENT CLAUSE	Item Description	Unit	Quantity	Rate	Total Amount
		Total brought forward from previous page				
2.44	8.2.4	<u>Extra-over 8.2.1 for cutting pipe and supplying and fixing HDPe stub, with GMS backing flange, to pipe for HDPe stub-to-stub joint, where ordered, including butt-welding stub to pipe (bolt sets for joint measured elsewhere), for:</u> 560mm ND PN 12.5 HDPe pipe (Prov)	No.	10		
2.45	8.2.4	<u>Extra-over 8.2.1 for cutting pipe and supplying and fixing HDPe stub, with GMS backing flange, to pipe for HDPe stub-to-GMS flange joint either side valve chambers and elsewhere where ordered, including butt-welding stub to pipe (bolt sets for joint measured elsewhere), for:</u> 560mm ND PN 12.5 HDPe stub to 550mm ND (or flange to suit) GMS flange	No.	30		
2.46	8.2.6	<u>Extra-over 8.2.1 for GMS bolt sets incl fixing for HDPe stub-to-flange joints at valve chambers and elsewhere where ordered, for joints:</u> 560mm ND PN 12.5 stub to 560mm ND PN 12.5 Stub flange	No.	5		
2.47		560mm ND PN 12.5 stub to 550mm ND (or flange to suit) GMS flange	No.	30		
2.48	8.2.7	<u>Extra-over 8.2.1 for Denso wrapping of buried HDPe stub-to-stub joints and buried HDPe stub-to-GMS flange joints as specified, for:</u> 560mm ND PN 12.5 HDPe pipe	No.	35		
2.49	8.2.11	<u>Anchor / Thrust blocks at bends, IV's and pedestals</u>				
	b)	Concrete grade 30/19 Mpa	m³	15		
2.50	8.2.13	Valve chambers Air valve chambers complete as per Drawing No RCB.ENG.00191-C-DE-7002-01 of overall depth not exceeding 3.0m for 560mm ND HDPe pipes (incl processing of in-situ founding material, all complete as per Engineer's drawing)	No.	5		
2.51		Scour valve chambers complete as per Drawing No RCB.ENG.00191-C-DE-7003-01, of overall depth not exceeding 3.0m for 560mm ND HDPe pipes ((incl processing of in-situ founding material, all complete as per Engineer's drawing)	No.	3		
2.52		Isolating valve chambers complete as per Drawing No RCB.ENG.00191-C-DE-7005-01 of overall depth not exceeding 3.0m for 560mm ND HDPe pipes ((incl processing of in-situ founding material, all complete as per Engineer's drawing)	No.	3		
2.53		200mm ND off-take pipe chamber complete as per drawing No RCB.ENG.00191-C-DE-7001-01, of overall depth not exceeding 3.0m ((incl processing of in-situ founding material, all complete as per Engineer's drawing)	No.	1		
2.54	b)	Soil poisoning under chamber floors and footings	m²	160		
2.55	c)	Extra-over for chambers of depth exceeding 3.0m	m	10		
		Total carried forward to next page				



SECTION 2:Replace Critical Pipe Sections Phase 1

Item Number	PAYMENT CLAUSE	Item Description	Unit	Quantity	Rate	Total Amount
		Total brought forward from previous page				
	SABS 1200 DK	Gabions and Pitching				
	8.2.1	<u>Surface preparation and bedding for gabions</u>				
2.56	a)	Cavities filled with approved excavated material or rock	m²	30		
	8.2.2	<u>Gabions and mattresses (incl for mattresses at scour valves & elsewhere as directed)</u>				
2.57		2.7mm Ø PVC coated galvanised wire with 1m diaphragm spacing and 80mm x 100mm mesh size gabion baskets conforming to SANS 1580:2005. (General unit size: 3m x 1m x 1m)	m³	12		
2.58		2.5mm Ø galvanised wire with 1m diaphragm spacing and 80mm x 100mm mesh size reno mattresses conforming to SANS 1580:2005. (General unit size: 2m x 1m x 0.3m)	m³	21		
2.59	8.2.4	Bidim U24 geotextile, or similar approved	m²	30		
2.60	8.2.5	Light stone pitching (220 mm thick) around SV overflow chamber as per Drawing No RCB.ENG.00191-C-DE-7003-01	m²	8		
		Other miscellaneous items				
2.61		Pipe marker posts as per Engineers detailed drawing	No.	30		
2.62		Chamber identification & number stencilling	No.	15		
2.63		Supply 50mm keyed-alike BBL or similar approved stainless steel Disc padlocks for chambers (Prov)	No.	15		
2.64		Tie into 500mm ND HDPe pipeline at Tidal Gates:				
2.65		Fittings & procedure as detailed on Drawing No RCB.ENG.00191-C-DE-7001-01	No	1		
		Tie into existing 500mm HDPE pipeline at Level Crossing:				
2.66		Fittings & procedure as detailed on Drawing No RCB.ENG.00191-C-DE-7001-01	No	1		
		Provide 200mm ND branch off-take and tie into existing 200mm ND PVC pipe:				
2.67		Fittings as detailed on Drawing No RCB.ENG.00191-C-DE-7001-01	No	1		
		Total Carried Forward To Summary				



SECTION 3 - Upgrade Water Reticulation System as per Water Master Plan: Phase 2

Item Number	PAYMENT CLAUSE	Item Description	Unit	Quantity	Rate	Total Amount
3.1	SABS 1200C	SITE CLEARANCE <u>Clear vegetation and trees of girth up to 1m for 560mm ND pipeline, only where ordered by the Engineer</u>				
3.1.1		Pipeline 3m wide	m	2 750		
3.1.2	8.2.3	Remove and grub all trees and tree stumps regardless of girth	m ²	6 188		
		REMOVAL OF FENCES, ETC				
	8.2.5	<u>Take down and re-erect all types existing fences including neatly stacking on site designated by the Engineer</u>				
3.1.3		Take down existing 2m high steel palisade fence and stockpile for re-use	m	200		
3.1.4		Re-instate existing 2m high steel palisade fence including of tying in, new trenches, footing & concrete plinths as per Engineers drawing RCB.ENG.00211-C-DE-8002-01	m	200		
3.1.5		Supply and install complete new 2m high steel palisade fence as per Engineers drawing RCB.ENG.00211-C-DE-8002-01	m	200		
		Demolitions				
3.1.6	8.2.7	Dismantle and remove pipelines (not encased in concrete), electricity transmission lines, cables, etc. (Only where ordered by Engineer - Provisional)	m	20		
3.1.7		Demolish and remove structures from designates sites for dumping (Provisional)	sum	1		
3.1.8	8.2.9	Transport materials and debris to unspecified sites and dump (Only where ordered by Engineer - Provisional)	m ³ .km	10		
		Removal of topsoil				
3.1.9	8.2.10	Remove topsoil to nominal depth of 150mm along pipe length, 1,5m wide and stockpile (Provisional)	m ³	618.75		
3.1.10	8.2.11	Remove existing concrete covers along bridge deck,stockpile for re-use as instructed by Engineer	No	25		
3.1.11	8.2.12	<u>Reinstate working area to match existing landscape</u>				
		a) Grass planting	m	6 188		
		Total carried forward to next page				



SECTION 3 - Upgrade Water Reticulation System as per Water Master Plan: Phase 2

Item Number	PAYMENT CLAUSE	Item Description	Unit	Quantity	Rate	Total Amount
		Total brought forward from previous page				
3.2	SABS 1200DB	TRENCH EXCAVATION				
3.2.1	8.3.2	<u>Excavate in all materials for trenches, backfill, compact and dispose surplus material for watermain up to 560mm diameter</u>				
		a) Over and Up to				
3.2.1.1		0,0 m 1,0 m	m ³	32		
3.2.1.2		1,0 m 2,0 m (rate to include shoring)	m ³	408		
3.2.1.3		2,0 m 3,0 m (rate to include shoring)	m ³	1793		
3.2.1.4		3,0 m 4,0 m (rate to include shoring)	m ³	243		
3.2.1.5		4,0 m 5,0 m (rate to include shoring)	m ³	24		
3.2.1.6		b) Extra over Items above for hard rock excavation	m ³	250		
3.2.1.7		Excavate and dispose of unsuitable material from trench bottom. (Only where ordered by Engineer - Provisional)	m ³	550		
3.2.1.8		Hand excavation where ordered by the Engineer	m ³	136		
3.2.2	8.3.3	Excavation ancillaries (Provisional - Only where ordered by the Engineer)				
	8.3.3.1	<u>Make up deficiency in backfill material:</u>				
3.2.2.1		a) from other necessary excavations on site	m ³	100		
3.2.2.2		c) by importation from commercial sources selected by the Contractor	m ³	100		
Total carried forward to next page						



SECTION 3 - Upgrade Water Reticulation System as per Water Master Plan: Phase 2

Item Number	PAYMENT CLAUSE	Item Description	Unit	Quantity	Rate	Total Amount
		Total brought forward from previous page				
3.2.3	8.3.5	Existing services that intersect or adjoin a trench				
	8.3.5 a)	<u>Services that intersect a trench:</u>				
3.2.3.1		Electrical cable and manholes	No	5		
3.2.3.2		Fibre optic cable and manholes	No	2		
3.2.3.3		Water main not exceeding 500mm diameter and structures	No	3		
3.2.3.4		Sewer main not exceeding 300mm diameter	No	2		
3.2.3.5		Stormwater pipe not exceeding 1050mm diameter and structures	No	3		
	8.3.5 b)	<u>Services that adjoin a trench:</u>				
3.2.3.6		Electrical cable and manholes	m	500		
3.2.3.7		Water main not exceeding 500mm diameter and structures	m	50		
3.2.3.8		Stormwater pipe not exceeding 1050mm diameter and structures	m	25		
3.3	SABS 1200LB	BEDDING (PIPES)				
3.3.1		Bedding from commerical sources				
		<u>Provision of bedding material compacted to 93% of MOD AASHTO density (100% for sand) with material from:</u>				
3.3.1.1	8.2.2	<u>Supply only of bedding by importation:</u>				
3.3.1.2	8.2.2.3	a) From commercial sources	m³	2990		
3.3.1.3		b) Selected granular material	m³	1035		
3.3.2		CONCRETE ENCASEMENT				
	8.2.4	<u>Encasing of pipes in concrete</u>				
3.3.2.1		Encasement of HDPE pipes	m³	117		
		Total carried forward to next page				

SECTION 3 - Upgrade Water Reticulation System as per Water Master Plan: Phase 2

Item Number	PAYMENT CLAUSE	Item Description	Unit	Quantity	Rate	Total Amount
		Total brought forward from previous page				
3.4	SABS 1200L	MEDIUM PRESSURE PIPELINES				
	PSL8.2.1	<u>Supply of HDPE materials-All Polyethylene material shall be PE100,PN16 (unless otherwise stated) suitable for butt fusion jointing and the rate shall include for supply and delivery to the work site of all pipes, fittings & specials including all other associated accessories such as gaskets, backing rings (to suite PN 16flange), bolts and nuts, etc. required for complete installation.</u>				
3.4.1		<u>Supply, lay, and bed (trench detail) and test HDPE PE100 PN16 water pipes complete with couplings</u>				
3.4.1.1		a) 560mm diameter	m	2,750		
3.4.2		HDPE Stub Flanges				
3.4.2.1	8.2.2	Extra-over 8.2.1 for the supply, laying, and bedding of the following specials, complete with couplings, stub flanges	No	37		
		Pressure bends				
		a) 560mm diameter 11.25 horizontal bend	No	4		
		b) 560mm diameter 22.5 horizontal bend	No	2		
		c) 560mm diameter 37 horizontal bend	No	1		
		d) 560mm diameter 45 horizontal bend	No	5		
		e) 560mm diameter 11.25 vertical bend	No	1		
		f) 560mm diameter 22.5 vertical bend	No	1		
		g) 560mm diameter 45 vertical bend	No	3		
		h) 560mm diameter 90 vertical bend	No	2		
		i) Vertical bends and deflections to be fabricated onsite (angles ranging between 0° - 6°)	No	10		
3.4.3		Tee pieces, including all adaptors, reducers, etc				
3.4.3.1		type 1 - Ø560mm – Ø200mm	No	1		
3.4.3.2		type 1 - Ø560mm – Ø250mm	No	3		
3.4.3.3		type 1 - Ø560 mm – Ø300mm	No	1		
3.4.4		Tee bends, including all adaptors, etc				
3.4.4.1		type 1 - Ø560mm – Ø200mm	No	1		
3.4.4.2		type 1 - Ø560mm – Ø250mm	No	3		
3.4.4.3		type 1 - Ø560 mm – Ø300mm	No	1		
		Total carried forward to next page				

SECTION 3 - Upgrade Water Reticulation System as per Water Master Plan: Phase 2

Item Number	PAYMENT CLAUSE	Item Description	Unit	Quantity	Rate	Total Amount
		Total brought forward from previous page				
3.4.5		Reducers, including all adaptors, etc				
3.4.5.1		type 1 - 560mm to 250mm	No	2		
3.4.5.2		type 2 - 560mm to 300mm	No	2		
3.4.6	8.2.3	<u>Extra-over 8.2.1 for the complete supplying, install, bedding and testing of valves</u>				
3.4.6.1		Air valve 560mm ND PN16 HPDE pipeline, complete as per Engineers drawing	No	8		
3.4.6.2		Scour valve on 560mm ND PN16 HPDE pipeline, complete as per Engineers drawing	No	5		
3.4.6.3		Isolation valve on 560mm ND PN16 HPDE pipeline, complete as per Engineers drawing.	No	15		
3.4.6.4	8.2.5	Supply and place pipes, valves and specials for routing of pipe from underground onto bridge mounting/along bridge section as per Engineers drawing.	No	8		
3.4.7	8.2.6	<u>Extra-over 8.2.1, 8.2.2, 8.2.3 for supplying and installing joints with machined collars and special couplings</u>				
3.4.7.1		a) 560mm dia pipe connecting to Isolating valve	No	30		
3.4.7.2		b) 560mm dia. Pipe connecting to scour valve	No	10		
3.4.7.3		c) 560mm dia. Pipe tie-in to existing Pipe	No	4		
3.4.8	8.2.7	Extra-over 8.2.1 for encasing joints, protection against corrosive soil at steel fittings. (Provisional - Only where ordered by Engineer)	No	20		
3.4.9		Connection and tying into existing water pipelines:				
3.4.9.1		Bridge Tying in (RCB.ENG.00211-C-DE-8007-01) (Ø560mm to Ø560mm)	No	1		
3.4.9.2		Truck staging tying in (Inclusive of locating and exposing existing pipe) (Ø560mm to Ø500mm)	No	1		
3.4.9.3		Tying into municipal meter (Ø560mm to Ø300mm)	No	1		
3.4.9.4		Tying into existing PRV chamber (Ø560mm to Ø450mm) (RCB.ENG.00211-C-DE-8004-02)	No	1		
3.4.9.5		Removing and reinstating existing PRV into the new manhole (RCB.ENG.00211-C-DE-8004-01)	No	1		
3.5		PROVISION FOR OTHER ITEMS NOT INCLUDED				
3.5.1		Provisionally allow an amount of R125,000.00 for any other type of pipe, fitting, bends, valves etc. not specifically stated above. Deemed necessary from unforeseen conditions on site	Prov sums	1		
		Total carried forward to next page				



SECTION 3 - Upgrade Water Reticulation System as per Water Master Plan: Phase 2

Item Number	PAYMENT CLAUSE	Item Description	Unit	Quantity	Rate	Total Amount
		Total brought forward from previous page				
3.6		TEMPORARY WORK				
	8.2.10	<u>Temporary valves, water trucks, etc.</u>				
3.6.1		Temporary pipe by-pass to allow water supply during tie-in procedure, including 500m of 560mm dia. HDPE pipe. (Provisional - Only where ordered by Engineer)	Sum	1		
3.7		ANCILLARIES				
3.7.1	8.2.11	<u>Anchor / thrust blocks and pedestals at bends, isolation valves in concrete strength 25MPa/19mm complete as per Engineers drawing</u>				
		a) 560mm diameter 11.25 bend	No	3		
		b) 560mm diameter 22.5 bend	No	2		
		c) 560mm diameter 37 bend	No	1		
		d) 560mm diameter 45 horizontal bend	No	5		
		e) 560mm diameter 90 vertical bend	No	2		
		f) 560mm diameter encasement at bridge	No	1		
3.7.2	8.2.12	Concrete casing complete with shuttering, excavations, backfill and finish (Only where ordered by the Engineer)	m³	62		
3.8	8.2.13	Valve and hydrant chambers				
3.8.1		a) Air valve chambers complete as per drawing no. RCB.ENG.00191-DE-7002-01 with overall depth not exceeding 3.0m for 560mm ND HDPE pipe.	No	8		
3.8.2		b) Scour valve chambers complete as per drawing no. RCB.ENG.00191-DE-7003-01 of overall depth not exceeding 3.0m for 560mm ND HDPE pipe.	No	5		
3.8.3		c) Isolating valve chambers complete as per drawing no. RCB.ENG.00191-DE-7005-01 of overall depth not exceeding 3.0m for 560mm ND HDPE pipe.	No	15		
3.9	8.2.16	Markers				
3.9.1	PSL8.2.17	2m high, 50mm dia. steel pole markers cast in 1m x 1m x 1m concrete base, concrete strength 25MPa, 19mm.	No	58		
3.10		Cutting into existing pipes				
3.10.1	8.2.17	<u>Connect to existing bulk water main pipeline: Excavate, backfill, dispose surplus material, connect to existing meter, supply and install fittings, all work necessary to complete connection.</u>				
		a) Connect 560mm dia. PE100 PN12.5 HDPE pipe to existing bulk water main	No	2		
		b) Connect 560mm dia. PE100 PN16 HDPE pipe to existing bulk water main	No	4		
		Total carried forward to next page				



SECTION 3 - Upgrade Water Reticulation System as per Water Master Plan: Phase 2

Item Number	PAYMENT CLAUSE	Item Description	Unit	Quantity	Rate	Total Amount
		Total brought forward from previous page				
3.11		Pipe Supports on Bridge				
3.11.1		Supply and install Stainless Steel Pipe Cradles complete with threaded Stainless steel bolts epoxy fixed into existing concrete slab. All bolts and nuts to be SANS 136 compliant. As per drawing RCB.ENG.00211-C-DE-8007-01	No	106		
3.12		Supply of Machinery for Pipe Welding				
3.12.1		Supply of HDPE butt fusion welding machine to weld pipes dia. ranging from 300mm to 600mm.	Sum	1		
3.11.1		Supply and install Stainless Steel Pipe Cradles complete with threaded Stainless steel bolts epoxy fixed into existing concrete slab. All bolts and nuts to be SANS 136 compliant. As per drawing RCB.ENG.00211-C-DE-8007-01	No	106		
3.12		Supply of Machinery for Pipe Welding				
3.12.1		Supply of HDPE butt fusion welding machine to weld pipes dia. ranging from 300mm to 600mm.	Sum	1		
3.12.2		Industrial type gasoline generator (min. 3kW) in order to operate the HDPE welding machine above	Sum	1		
3.13		HORIZONTAL DIRECTIONAL DRILLING (HDD)				
		<u>HDD to Contractors design and adhering to South African Society for Trenchless Technology technical standards and specification (SASTT-TS-TT3:2017 Edition 1). Rate to be all inclusive (i.e. equipment, transport, sub-contractors, etc.)</u>				
3.13.1		a) Truck staging - 30m HDD length	Sum	1		
3.13.2		b) Bayvue railyard - 210m HDD length	Sum	1		
		Total Carried Forward To Summary				



SECTION 4 - SUMMARY

SECTIONS	ITEM DESCRIPTION	AMOUNT
1	Preliminaries and General	
2	Replace Critical Pipe Sections - Phase 1	
3	Upgrade Water Reticulation System as per Water Master Plan: Phase 2	
Grand Total Carried Forward to Form of Offer Excluding Vat		

Part C3: Scope of Work

PART C3: SCOPE OF WORK

Document reference	Title	No of page
C3.1	This cover page	1
	Contents	2-4
	Scope of Work	5-98
Total number of pages		98



PART C3: SCOPE OF WORK	1
C3.1 EMPLOYER'S WORKS INFORMATION.....	5
SECTION 1.....	5
1. DESCRIPTION OF THE WORKS.....	5
1.1. Executive overview.....	5
1.2. Employer's objectives	6
1.3. Interpretation and terminology	7
2. ENGINEERING AND THE CONTRACTOR'S DESIGN	8
2.1. Employer's design	8
2.2. Part of the works to be designed by the Contractor.....	9
2.3. Procedure for submission and acceptance of Contractor's design.....	9
2.4. Documentation Submission.....	10
2.5. Review and Acceptance of Contractor Documentation	11
2.6. Other requirements of the Contractor's design.....	11
2.7. Use of Contractor's design.....	11
2.8. Design of Equipment.....	11
2.9. As Built/Final Documentation.....	11
2.10. Maintenance and Operating Manuals and Data Packs	12
3. CONSTRUCTION	13
3.1. General	13
3.2. Employer's Site entry and security control, permits, and Site regulations	14
3.3. The Contractor complies with the following requirements of the Employer.....	15
3.4. Restrictions to access on Site, roads, walkways and barricades.....	16
3.5. People restrictions on Site; hours of work, conduct and records	16
3.6. Health and Safety (H&S) Facilities on Site.....	17
3.7. The Contractor complies with the requirements stated under C3.1 Employer's Works Information	18
3.8. Environmental controls, fauna & flora, dealing with objects of historical interest.....	18
3.9. Title to Materials from demolition and excavation	20
3.10. Cooperating with and obtaining acceptance of Others.....	21
3.11. Publicity and progress photographs.....	21
3.12. Equipment provided by the Contractor	22
3.13. Equipment provided by the Employer.....	23
3.14. Site services and facilities.....	23
3.15. Facilities provided by the Contractor.....	24
3.16. Existing premises, inspection of adjoining properties and checking work of Others	26
3.17. Survey control and setting out of the works.....	27



3.18.	Excavations and associated water control	27
3.19.	Underground services, other existing services, cable and pipe trenches and covers.....	29
3.20.	Control of noise, dust, water and waste.....	30
3.21.	Connecting to existing works.....	31
3.22.	Completion, testing and correction of Defects.....	31
3.23.	Materials facilities and samples for tests and inspections.....	32
3.24.	Use of the works before Completion has been certified.....	33
3.25.	Access given by the <i>Employer</i> for correction of Defects.....	33
4.	PLANT AND MATERIALS STANDARDS AND WORKMANSHIP.....	34
4.1.	Standards and Specifications.....	34
4.2.	Investigation, Survey and Site Clearance.....	36
4.3.	Civil Engineering Works.....	39
5.	LIST OF DRAWINGS	55
5.1.	Drawings issued by the <i>Employer</i>	55
	SECTION 2.....	57
6.	MANAGEMENT AND START UP.....	57
6.1.	Management meetings	57
6.2.	Documentation Control	59
6.3.	Safety Risk Management.....	61
6.4.	Environmental Constraints and Management.....	76
6.5.	Quality Assurance Requirements	78
6.6.	Programming Constraints.....	80
6.7.	<i>Contractor's</i> Management, Supervision and Key People.....	83
6.8.	Training Workshops and Technology Transfer.....	86
6.9.	Insurance Provided by the <i>Employer</i>	88
6.10.	Contract Change Management.....	88
6.11.	Records of Defined Cost, Payments & Assessments of Compensation Events Kept by <i>Contractor</i>	88
6.12.	Foreign Exchange and Forex Components	88
7.	PROCUREMENT	88
7.1.	Code of Conduct.....	88
7.2.	The <i>Contractor's</i> Invoices.....	90
7.3.	People	91
7.4.	Subcontracting	94
7.5.	Plant and Materials.....	95
7.6.	Tests and Inspections Before Delivery.....	96
7.7.	Marking Plant and Materials Outside the Working Areas	97
7.8.	<i>Contractor's</i> Equipment (including temporary works).....	97



TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2024/11/0032/84084/RFP
DESCRIPTION OF THE WORKS: UPGRADE WATER RETICULATION AS PER WATER MASTER PLAN IN THE
PORT OF RICHARDS BAY FOR A PERIOD OF FOURTEEN (14) MONTHS.

8. ANNEXURES.....98



C3.1 EMPLOYER'S SCOPE OF WORK

SECTION 1

1. Description of the works

1.1. Executive overview

- 1.1.1. Transnet National Ports Authority's (TNPA) main function is to own, manage, control and administer the ports to ensure their efficient and economic functioning. Among others, TNPA must plan, provide, maintain and improve port infrastructure. TNPA must also arrange for services such as water within the ports. It within this context that the 450mm diameter Asbestos Cement (AC) pipe which has been reliably responsible for supplying water to the southern areas of the Port has exceeded its intended design lifespan. Therefore, there have been frequent leakages, leading to a noticeable increase in Non-Revenue Water (NRW). These issues have directly impacted the tenants in the Port.
- 1.1.2. In addition to these operational challenges, TNPA at the Port of Richards Bay is bound by regulatory obligations outlined in the National Water Act NWA, which focuses on the conservation of water resources, as well as the Environmental Conservation Act of 1989, particularly concerning the use, manufacturing, import, and export of asbestos and asbestos-containing materials.
- 1.1.3. To address both the operational challenges and regulatory compliance, TNPA initiated a comprehensive study in 2015, resulting in the development of a Water Master Plan. This study identified the need to undertake specific projects in response to the challenges and regulatory requirements. These projects include:
 - Replacement of a 1.5km section of existing 450mm diameter AC pipe with 560mm diameter High Density Polyethylene (HDPE) between the Level Crossing and Tidal Bridge (see figure 1 below).
 - Construction of a 560mm Ø, HDPE, PN12.5, PE100 pipeline for a distance of approximately 1.5km.
 - Tying into the existing water pipe at Level Crossing and by the Tidal Bridges.
 - Tying existing take-offline/s.
 - Providing and installing all special fittings and valves according to the engineering design.
 - Replacement of a 2.5km section of existing 450mm diameter AC pipe with 560mm diameter High Density Polyethylene (HDPE) between Bayvue supply point to South Dunes Bridge (see figure 1 below).



- Construction of a 560mm Ø, HDPE, PN12.5, PE100 pipeline for approximately 2.5km.
- Tying into the existing water meter chamber between the Bayvue Rail Yard and the Northern property boundary.
- Jacking a 660mm Ø steel sleeve underneath the railway lines at two separate positions as per the drawings.
- Tying into three existing take-off lines.
- Tying into the existing by-pass recently constructed around the new truck staging area.
- Providing and installing all special fittings and valves according to the engineering design.
- Replacing the existing concrete pipe cradles mounted to the outside of the bridge structure (Manzamnyama Bridge) at the Southern limit to the project.
- Replacing the existing AC pipe crossing the bridge structure with the new 560mm Ø HDPE pipe.



Figure 1: Port of Richards Bay

1.2. Employer's objectives

- 1.2.1. The *Employer's* objective is to upgrade the water reticulation network to satisfy existing and future water demand. In addition to achieve Completion of the works by meeting the



Completion Date whilst still maintaining the highest environmental, quality and safety standards with minimal disruptions to ongoing port operations.

1.2.2. The main project benefits are as follows:

- Ensure that TNPA provides infrastructure that is efficient, safe, and reliable.
- Increase capacity of water network to handle current and future water demands.

1.3. Interpretation and terminology

1.3.1. The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
SOP CEM	Transnet Standard Operating Procedure for Construction Environmental Management 009-TCC-CLO-SUS-11386 Rev 1.0.
CESS	Transnet Contractor Environmental and Sustainability Specification Guidelines TRN-IMS-GRP-GDL-014.4 Rev 3.0.
(EMPR)	Environmental Management Programme for the project, prepared by Exigent, dated August 2023.
DP	Data Pack
EA	Environmental Authorization
FEQ	Field Engineering Query
GA	General Arrangement Drawing
ID	Personal Identification Document
NCR	Non-conformance report
NEMA	National Environmental Management Act
PES	Project Environmental Specifications
PIRM	Project Industrial Relations Manager



Abbreviation	Meaning given to the abbreviation
IR	Industrial Relations
IRCC	Industrial Relations Co-ordinating Committee
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PSIRM	Project Site Industrial Relations Manager
SIP	Site Induction Programme
SRIM	Site Industrial Relations Manager
PQP	Project Quality Plan
QCP	Quality Control Plan
SANS	South African National Standards previously South African Bureau of Standards (SABS)
SHE	Safety, Health & Environment
TNPA	Transnet National Port Authority
WUL	Water-use License

2. Engineering and the *Contractor's* design

2.1. *Employer's* design

2.1.1. The *Employer* supplies the following:

- Works Information (this document)
- Tender drawings (see Annexure A)
- Bill of Quantities (see Annexure B)

2.1.2. The drawings for providing the *Works* are listed in paragraph 5.1 of this Works Information.



- 2.1.3. The *Employer* grants the *Contractor* a license to use the copyright in design data presented to the *Contractor* for the purpose of the *Works* **ONLY**.

2.2. Part of the works to be designed by the *Contractor*

- 2.2.1. The *Contractor* is to design the following parts of the *Works*, for approval by the *Project Manager*:

- Design of all temporary works (such as, temporary access road, accommodation of traffic including traffic control barricading, accommodation of flows, access to existing properties, dealing with existing services, dealing with groundwater and stormwater, access ramps in and out the trench, trench shoring and bracing, scaffold support, formwork and staging, working on heights at the bridge etc.)
- Temporary works shall include site establishment, and all construction power, water, sewer and compressed air required to execute the entire project scope.
- The *Contractor* is hereby informed that there is no power available in some areas in which the works are to be executed therefore, he should make arrangements for the continuous use of generator sets and this must be included in his rates as no separate payment will be made for this activity. The *Contractor* shall conform to all of the safety and environmental requirements pertaining to the use of generators on Site.
- Design for horizontal directional drilling (HDD) as per SANS 1200LG.
- Any design alterations that the *Contractor* may formulate to ensure the correct execution of the *works*
- Any temporary water line by-pass, where requested by the *Project Manager*.
- All the necessary design details for the proper and complete construction of works.

NOTE: All the *Contractors* design documents and drawings shall be submitted to the *Project Manager* for acceptance so as not to delay the works. Unless specified for payment items or specifically included in their descriptions, the costs for the design responsibilities shall be deemed to be included in the rates of other relevant payment items. The *Contractors* temporary works designer must be professionally registered. The relevant CV must be submitted to the *Project Manager* for acceptance prior to appointment.

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

- 2.3.1. The *Contractor* shall address the following procedures:

- Submit his designs (where relevant) in electronic native format to the *Project Manager* for review and approval.
- *Contractor* may not proceed with these *works* until written approval is obtained from the *Project Manager*.



- The *Contractor* undertakes design safety reviews with the *Project Manager*, Safety Manager and other relevant personnel as determined by the *Project Manager*.

2.4. Documentation Submission

- 2.4.1. The Document Management 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, *Project Manager's* 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.
- 2.4.2. The *Contractor* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation.
- 2.4.3. The *Contractor* shall deliver both hard copies (printed single sided) and electronic media copies (CD Rom) to the Project Manager either at the address stated within the Contract Data or at the Project Site Office.
- 2.4.4. All electronic documentation shall be submitted by the Contractor in Adobe Acrobat (.PDF) and native file format.
- 2.4.5. Acceptance of documentation by the *Project Manager* will in no way relieve the *Contractor* of his responsibility for the correctness of information, or conformance with his obligation to Provide the Works in accordance with conditions of contract as stated in clause 14.1 of NEC ECC 3. This obligation rests solely with the *Contractor*.
- 2.4.6. After review, a copy of the original reviewed/marked-up drawing/document, with the *Project Manager's* consolidated comments and document status marked on the Contractor Review Label, is scanned and the copy shall be returned to the *Contractor* under cover of the project's Transmittal Note for revision or re-submittal as instructed.
- 2.4.7. On receipt of the reviewed documentation the *Contractor* shall make any modifications requested/marked-up and resubmit the revised documentation to the *Project Manager* within 2 weeks. Queries regarding comments/changes should be addressed with the Project Manager prior to resubmittal.
- 2.4.8. Any re-submittals, which have not included the changes/comments identified, will be returned to the *Contractor* to be corrected. The *Contractor* shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue within 2 working days of receipt of the marked-up document.



2.5. Review and Acceptance of Contractor Documentation

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

2.6. Other requirements of the Contractor's design

- 2.6.1. The *Contractor's* design (where relevant) complies with the relevant SANS standards.

2.7. Use of Contractor's design

- 2.7.1. The *Contractor* grants the *Employer* a licence to use the copyright in all design data presented to the *Employer* in relation to the *works* for any purpose in connection with the construction, re-construction, refurbishment, repair, maintenance and extension of such licence being capable of transfer to any third party without the consent of the *Contractor*.
- 2.7.2. The *Contractor* vests in the *Employer* full title guarantee in the intellectual property and copyright in the design data created in relation to the *works* as follows:
- Any design alterations that the *Contractor* may formulate to ensure the correct execution of the *works*

2.8. Design of Equipment

- 2.8.1. The *Contractor* submits his design details for the following categories of his proposed principal Equipment to the *Project Manager* for his information only:
- Nil
- 2.8.2. The following principal Equipment categories deployed for the *Contractor* to provide the *Works* require its design to be accepted by the *Project Manager* under ECC Clause 23.1:
- Structural Steel
 - Electrical Equipment
 - Equipment required to be included in the *works*
 - As-built drawings, operating manuals and maintenance schedules

2.9. As Built/Final Documentation

- 2.9.1. This is Certified 'As-Built /Final Accepted' documentation or documentation for which no further review is required. The final documentation shall form part of the final *Contractor* Manual(s) or Data Packs.
- 2.9.2. The *Contractor* to provide documents that will have an As-Built status that are detailed within each Contract or Procurement package in the *Contractor* Documentation Schedule (CDS).
- 2.9.3. The *Contractor* shall provide the 'As-Built' documentation that forms part of the Operating, Instruction and Maintenance Manuals that were issued and accepted prior to 'As-Built' conditions for inclusion in these types of manuals by the *Project Manager*.



2.9.4. In addition to the hard copy drawings that the *Contractor* is to maintain and submit, the following specifications will be required for the final GIS data:

- Geographic Coverage for the whole works.
- Datum: Use the Hartebeesthoek94 Datum for South Africa to ensure that your spatial data aligns with Richards Bay.
- Units: Should be in metric system, 'meters'.
- Format: Output files:
 - Shape file compatible with Autodesk products and Arcview
 - CAD drawing – DWG

2.9.5. The *Contractor* must provide coordinates for the works including all the valves, pipe joints and fire hydrants when submitting the as-built drawings

2.10. Maintenance and Operating Manuals and Data Packs

2.10.1. The *Contractor* compiles and delivers the Maintenance and Operating Manuals and Data Packs as prescribed in the *Contractor* Documentation Schedule (CDS).

2.10.2. These shall be supplied by the *Contractor* as manuals in a loose-leaf A4 hard covered, red, grease-and water-proof 4D-ring binder.

2.10.3. Drawings and charts larger than A4 shall be folded and those greater than A3 shall be enclosed in an A4 plastic pocket of adequate strength.

2.10.4. Manuals shall be well indexed and user friendly. Manuals shall include a summarised Table of Contents and in manuals comprising a number of files/volumes there should be one summarised Table of Contents in each of the files/volumes. The draft Table of Contents shall be submitted for review to the *Project Manager* prior to the compilation and official submittal of the manuals. The technical content of manuals shall be specified by the *Project Manager*.

2.10.5. The originals of all brochures shall be issued to the *Project Manager*. When a general brochure is applicable to a range of equipment, then a specific item, catalogue number or model number shall be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number.

2.10.6. The address, phone numbers, fax numbers and reference numbers of all *Sub-Contractors* and Suppliers shall be provided.

2.10.7. Where manuals contain drawings that still need to be revised to "As-Built" status, and such manuals are required prior to "As-Built" status, the manual will not be considered to be in its final form until the "As-Built" version of each drawing has been incorporated.

2.10.8. A typical example of what the binder/file(s) shall be marked with on the spine and the front cover is as follows: -

- Project Name



- Manual Title, e.g. Installation, Maintenance and Operating Manual
 - FBS No. and Title
 - Manual Numbering (e.g. Volume 1 of 2, etc.)
 - Contract Number
 - Contractor Name
 - 3 x hard copies (full size)
 - 3 x CD in adobe Acrobat (.pdf)
- 2.10.9. Four hard copies of each manual are to be supplied. One copy of each of the Maintenance and Operation Manuals are to have each page laminated in clear plastic. In addition to the hard copies, the *Contractor* is to provide two electronic copies of each manual in PDF format. Each copy of each manual is to be provided on a separate, clearly marked CD-ROM.
- 2.10.10. Where it is practical to do so, hard copies of the Maintenance and Operation Manuals may be combined.
- 2.10.11. Operating manuals and maintenance schedules shall be supplied for each component supplied under this contract, in particular and without limitation operating manuals and maintenance schedules will be required for:
- Operating manuals for the entire system including but not limited to:
 - Start-up procedures
 - Alarms
 - Safety systems and equipment
 - Control systems and architecture
 - Maintenance manuals for structural steel and *Contractor's* specific equipment
- 2.10.12. The manuals shall be provided in four paper copies carefully bound into four volumes. In addition, two electronic copies in pdf format shall be provided, the electronic copies shall be provided on compact discs.

3. Construction

3.1. General

- 3.1.1. This section deals with general construction constraints relating to site wide activities. Construction constraints relating to specific activities are provided in the technical, environmental, health and safety specifications, quality and programming requirements and specifically those clauses in the technical specification relating to construction included in annexures attached to the Works Information.
- 3.1.2. In executing the works, the *Contractor* abides by all policies, procedures, standards, codes, specifications, regulations, acts and laws of the Republic of South Africa.



- 3.1.3. Prospective *Contractors* represented by experienced individuals shall attend the mandatory clarification meeting and visit the Site of the proposed works to acquaint themselves with the nature of the works, the conditions under which the work is to be performed, the means of access to the site, and in general with all matters that may influence or affect the contract.
- 3.1.4. *Contractors* shall be deemed to have allowed in their tender for any additional cost involved due to the foregoing, as no compensation for any extras in connection with the position or nature of the works will be considered.
- 3.1.5. The *Contractor* shall not commence with any activity unless the *Project Manager* has accepted (including with comments) their submitted method statements, risk assessment and quality control plans for that activity. Late submission by the *Contractor* resulting to a delay is not a compensation event.
- 3.1.6. The *Contractor* must ensure that all equipment and materials that he chooses to import which forms part of the works makes provision for adequate spares.
- 3.1.7. The *Contractor* must comply with all local municipal bylaws that is applicable to all activities required for Providing the Works and must make provision for this in their Pricing and Programme.

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

- 3.2.1. The Site is located within an operational area of the *Employer* and the *Contractor* shall ensure the safe passage of traffic to and around the Site at all times. This shall entail the provision of flagmen, protective barriers, lanterns, signs, etc. for protection, direction, control of traffic and competent flagman.
- 3.2.2. The *Contractor* shall organize the work to cause the least possible inconvenience to other construction activities or operations at the Site. Access for Others to adjacent areas shall be maintained at all times.
- 3.2.3. The Site is located within the Port of Richards Bay, a designated Security Area under the ISPS Code and accordingly all access into the area will be through a gate with strictly controlled access.
- 3.2.4. The *Contractor* shall obtain the necessary entry permits for all staff working within the area in accordance with the access control requirements of the *Employer* and shall issue each personnel member with an appropriate identification card.
- 3.2.5. All staff working on site are to be inducted and have completed a Transnet Induction Application Form. After the induction process, all the *Contractors* personnel including Subcontractors, suppliers etc. will be issued with a permit (which indicates person's name and identification numbers) from TNPA Security and will be required to carry these permits together with their IDs at all times for access to the Port for the duration of the



contract. No claims whatsoever will be entertained in the event of access delays resulting from the *Contractors* non-adherence/compliance to access requirements.

- 3.2.6. All costs incurred in providing construction personnel with ID cards and access permits shall be borne by the *Contractor*.
- 3.2.7. The site establishment area shall be clearly sign posted and be compliant with the relevant safety regulations and restrictions that might be in place until the *Contractor* has de-established from site and comply with OHS Act 85 of 1993 and Construction Regulations.
- 3.2.8. The *Contractor* is responsible for the security of the *Works* until completion and hand-over, and must make his own arrangements for security and the safekeeping of his property. The *Contractor's* watchmen are allowed on Site for this purpose. The security company for the *Contractor* will be vetted for security clearance through the State Security agency (SSA).
- 3.2.9. Security services and must be on duty 24 Hours Day, 7 days a week, and 365 days a year for the full duration of the *Works*. To this end the *Contractor* must submit a security management plan (for Site establishment areas and all the Working Areas) to the *Project Manager* for acceptance. The *Contractors* commencement of establishment for any Working Areas cannot take place without an accepted security management plan from the *Project Manager*.
- 3.2.10. If the working area is situated within a Customs controlled area, the *Contractor* and his people shall observe all Customs regulations.
- 3.2.11. The fullest collaboration between the *Contractor*, the *Employer's* Operations Manager and the *Project Manager* is essential in regard to the continued operations of the *Employer*.
- 3.2.12. Housing of the *Contractor's* people on site is not permitted.
- 3.2.13. All work on, over, under or adjacent to railway lines and near high voltage equipment shall comply with Transnet SOC Limited codes of conduct.
- 3.2.14. All site staff have full entry and exit medical certificate of fitness.
- 3.2.15. The *Contractor* must ensure that all materials, machinery or equipment brought by him onto the premises are recorded at the main gate(s) and/or checkpoint(s). Failure to do this may result in a refusal by the *Employer* to allow the materials, machinery or equipment to be removed from the premises.

3.3. The *Contractor* complies with the following requirements of the *Employer*

- 3.3.1. The *Contractor* and his employees must enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the *Employer*. The *Contractor* must ensure that employees observe the security rules of the *Employer* at all times and must



not permit any person who is not directly associated with the work from entering the premises.

- 3.3.2. The *Contractor* and his employees must not enter any area of the premises that is not directly associated with their work.
- 3.3.3. The *Contractor* shall ensure the safe passage of *Contractor's* traffic to and around the Site and Working Areas at all times that includes providing flagmen, protective barriers, signage, etc. for protection, direction and control of traffic.
- 3.3.4. Construction activities must be barricaded to allow safe use of the road areas at all times, this will be deemed to be included in the rates of the relevant items.
- 3.3.5. The speed limit in most internal roads within the Port of Richards Bay is 40km/h unless otherwise indicated, compliance with these regulations are enforced and must be complied with, access cards/permit will be revoked if found to be non-compliant.

3.4. Restrictions to access on Site, roads, walkways and barricades

- 3.4.1. The *Contractor* must make allowance in his programming of works for delays in travel time due to heavy traffic congestion especially in the morning, lunch time and afternoon. This delay must be accommodated for the duration of the contract.
- 3.4.2. The *Contractor* is specifically excluded from entering the *Employer's* Operational Areas which are adjacent to the Site and Working Areas. The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the *Employer's* operations.
 - The *Contractor* shall at all times ensure safe passage of his traffic to and around the Site and Working Areas, this includes providing flagmen, protective barriers, signage for protection as well as route and control of traffic.
 - The *Contractor* shall ensure that any of his personnel, labour and Equipment moving outside of his allocated Site and Working Areas does not obstruct the operations of the Port. To this end, access routes shall be coordinated accordingly.
 - The *Contractor* shall ensure that all his construction personnel, labour and Equipment remains within his allocated and fenced off construction area.
 - All *Contractor's* personnel working within Port must comply with *Employer's* operational safety requirements and be equipped with all relevant Personal Protective Equipment (PPE) including high visibility apparel. A floating apparel must be provided when work is conducted within two meters (behind the yellow line) of the quay wall. Contractor to ensure a working over water procedure is in place.

3.5. People restrictions on Site; hours of work, conduct and records

- 3.5.1. The working hours shall be in accordance with the requirements of the Department of Labour or with the agreement of the relevant trade unions. This information relating to



working hours shall be supplied to the *Project Manager* prior to commencement of the proposed working hours.

- 3.5.2. *Contractor's* staff shall be confined to the working area and defined access routes and shall not be allowed to be present in other areas of the *Employer*. *Contractor* staff found disobeying this instruction will be subject to disciplinary action.
- 3.5.3. The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Sub-*Contractors*) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- 3.5.4. The *Contractor* complies with a nine (9) hour a day, five (5) day a week standard workday/week (Monday to Friday), for all activities to be undertaken by his people (including Subcontractors) employed on Site. Should the *Contractor* choose to work outside the standard workday/week, then a request for approval must be submitted to the *Project Manager* forty-eight hours (48 hrs.) prior to the event.
- 3.5.5. Work times (i.e., start and end times within a standard workday) shall be as mutually agreed with the *Project Manager*. If the *Contractor* requests to work overtime to make up for time lost due to his own delays, the *Contractor* will be liable for all supervision cost required from the *Employer's* team during the overtime works.
- 3.5.6. The hours for the *Employer's* team are (8) hour day, five (5) day week standard work week, scheduled from 08h00 to 16h00 hours. The *Contractor* programmes their activities such that any requirements from the *Employer's* team are scheduled within these times.
- 3.5.7. All correspondence submitted to the *Employer's* document control department must be submitted at the latest by 15h00 hours on the date due. This is to allow sufficient time for processing and registering of the submission on that date. Any later submissions will only be attended to on the next day and recorded as such.
- 3.5.8. The *Contractor* schedules weekends, Public Holidays and the Annual Construction Industry Shutdown (December Builder's Break) as stipulated in the planning constraints as non-working days. This applies to all other elements of work. The *Contractor* must seek *Project Manager's* approval before any changes are implemented which may be due to operational requirements. All construction activities must cease during the Annual Builders Break.

3.6. Health and Safety (H&S) Facilities on Site

- 3.6.1. At all times during construction the *Contractor* is responsible for the safety of all persons on the Site and on the equipment and shall have the necessary systems and procedures in place to effectively manage this in relation to TNPA H&S requirements in addition to those of the OHSA Act and Construction Regulation (85 of 1993, CR 110 of 2014).
- 3.6.2. The *Contractor's* personnel shall be subject to all safety procedures and regulations as laid down in the *Employer's* Health and Safety Specification.



- 3.6.3. In the event of fire on site, the *Contractor* must provide the first response to minor fires and inform the *Project Manager* and *Employer's* H&S Officer of the fire, then vacate the site immediately in compliance to the *Contractor's* evacuation procedure. Any major fires must immediately be reported to the TNPA Fire Department for intervention.
- 3.6.4. The *Contractor* must note that smoking must not be allowed on the site within 30m of Building(s), it must only be allowed in designated and clearly marked smoking areas. No open fires must be lit anywhere on site.
- 3.6.5. The *Contractor* shall be responsible for ensuring the satisfactory and safe condition of all power tools and Equipment. All electrically powered Equipment must be compliant to OHS Act Standards. The use of electrically powered equipment must be subject to the prior approval of *Employer*.
- 3.6.6. All Occupational Health and Safety Act and Construction Regulations pertaining to the work being carried out must be adhered to. The *Contractor's* employees must at all times be supervised by a Competent Supervisor appointed in writing in terms of the regulations of the Occupational Health and Safety Act and made aware of his responsibilities. The *Project Manager* reserves the right to judge the competence of the appointed Supervisor for the task being performed before and during the progress of the work.
- 3.6.7. The *Contractor* must enter into and execute an agreement with the *Employer* as provided for under Section 37(2) of the Occupational Health and Safety Act (1993). The agreement shall be in the form of the pro-forma included elsewhere in this document.

3.7. The *Contractor* complies with the requirements stated under C3.1 *Employer's* Works Information.

- 3.7.1. The *Employer's* normal operations, maintenance and other construction contracts shall continue during the execution of this contract. It is possible, therefore that the site may become congested at times and careful co-ordination is thus essential in order to minimise disruptions to all parties. In the event of conflict between *Contractors* wishing to work in the same area simultaneously, the *Project Manager* shall decide the issue based on all the relevant information available at the time of conflict.
- 3.7.2. Alternative site routes for emergency vehicles must be discussed with the *Project Manager*.

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

- 3.8.1. The *Contractor* must take particular note of the environmental requirements contained in the *Employer's* Construction Environmental Management Plan.
- 3.8.2. The *Contractor* must take every precaution to avoid damage to vegetation adjacent to the works. Any damage caused is to be repaired at the *Contractor's* expense.



- 3.8.3. Storage and stockpiling areas for materials adjacent to the works must be discussed and agreed to with the *Project Manager* on behalf of the *Employer* at the kick-off meeting. Excess material from excavations and waste material must only be spoiled at municipal approved disposal sites. No additional payment shall be made, and it must be deemed to be included in the rates of the relevant items.
- 3.8.4. Waste must not be stored onsite, all waste material must be stored in the waste receptacles and transported to the municipal approved disposal site.
- 3.8.5. Environmental controls, fauna & flora, dealing with objects of historical interest. The *Contractor* shall perform the *Works* and all construction activities within the Site and Working Areas having due regard for the environment and environmental management practices.
- 3.8.6. The *Contractor* complies with the SOP CEM and CESS in the construction of the works, all as described in *Employer's Works Information*.
- 3.8.7. The *Contractor* must comply with the *Employer* SOP CEM in the construction of the works. Wherever the *Employer* provides facilities (including, inter alia, temporary power, water, waste disposal, telecommunications etc.) for the *Contractor's* use within the Working Areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

- **ENVIRONMENTAL REQUIREMENTS.**

Contractor's Environmental Management Plan (EMP) must be submitted by the *Contractor* for the acceptance by the *Project Manager* two weeks prior to the start of work and has to be kept onsite at all times. This shall include amongst others, dealing with or handling asbestos and its disposal to an approved disposal site located in Stanger, and the cost thereof shall be deemed to be included in the *Contractor's* tendered rates and no additional payments will be made.

EMP must include:

- Introduction and Company Profile (Outline what the company is about and what activity it intends to do).
- Policy: Environmental policy statement of commitment.
- Roles and Responsibilities, i.e. identify and describe responsibilities for environmental management and reporting including contact details.
- Environmental Awareness and Training, i.e. briefly describe what training initiatives and programs are in place to ensure staff members are aware of the environmental responsibilities.



- Operational activities, these must be site specific and must relate to one or more of the following:
 - Waste minimization and management
 - Water pollution
 - Dealing with or handling asbestos and disposal to an approved site (in Stanger)
 - Emergency situations
- Closure: The EMP must commit to a Closure Plan that will identify impacts and outline remediation measures.

- **WASTE MANAGEMENT**

Waste is bound to be generated during the construction of this project, the *Contractor* must:

- Make provision of properly labelled waste receptacles, i.e. hazardous waste, recycled waste, asbestos, etc.
- Disposable waste material must be taken to a permitted landfill site by the qualified waste management company that has Transnet waste disposal license.
- If the waste is contaminated or hazardous it must be taken by Hazardous Waste Management Company to the appropriate dumping site and the cost thereof shall be deemed to be included in the Contractor's tendered rates and no additional payments will be made. The *Contractor* must submit proof of correct disposal to the *Project Manager*.
- *Contractor* must ensure that high level of housekeeping is maintained at all times and the site is kept tidy daily.
- *Contractor* must comply with all legal and other environmental requirements including the specification.

3.9. Title to Materials from demolition and excavation

- 3.9.1. The *Contractor* has **no** right to any Materials arising from demolitions if such Material is to be re-used and re-incorporated into the new works and is required for the Completion of the works as specified in the Works Information or Pricing Instructions. Title to such materials remains with the *Employer*. The *Project Manager* shall instruct the Contractor how to label, mark, set aside and/or dispose of such materials for the benefit of the Employer's in accordance with NEC ECC Clause 73.1.
- 3.9.2. Clause 73.2 states that the *Contractor* has title to Materials from excavation and demolition only as stated in the Works Information.
- 3.9.3. The *Contractor* has **no** title to all Materials arising from excavation and demolition in the performance of the *works*. The *Project Manager* shall instruct the *Contractor* how to



label, mark, set aside and/or dispose of such Materials for the benefit of the *Employer* in accordance with ECC Clause 73.1.

3.10. Cooperating with and obtaining acceptance of Others

- 3.10.1. During the course of the contract, departments of Transnet and other *Contractors* may be working in the general area surrounding the working area. The *Contractor* must make allowance for the necessity to interface with the activities of others, and to allow for safe access and working conditions.
- 3.10.2. Trenching and excavation work to obtain strict supervision of local signals department and in certain instance may require preparation work of the signal's *Contractor*. Reroute cables or boxes or decommission certain elements. Excavation permit form the *Employer* will be required by the *Contractor* prior to commencement of any excavations on site.
- 3.10.3. At least some of the Site work may take place while the adjacent areas will be in operation. The *Contractor* shall take all necessary steps for his *Works* not to interfere with operations and to ensure that normal traffic flow of the operational terminal is not obstructed.
- 3.10.4. The *Employer* shall from time to time appoint an Agent(s) or other Contractor(s) to act on his behalf during the entire contract duration and the *Contractor* must cooperate in accepting instructions when required.
- 3.10.5. The *Employer* shall from time to time appoint other Contractor(s) to act on his behalf during the entire contract duration, the *Contractor* must ensure cooperation in the execution of various packages as and when required.
- 3.10.6. The success of the project depends on the effective co-operation of all *Contractors* on site, and the *Contractor*, if necessary, must discuss his programme on a day to day basis with the *Project Manager* to ensure effective co-ordination.

3.11. Publicity and progress photographs

- 3.11.1. The *Contractor* treats all information gained through his appointment on this project as strictly confidential. The *Contractor* is not allowed to prepare or present any paper, publish any article in a technical journal, or derive publicity for his business which makes any reference to any aspect of the work on this project unless the *Employer* grants special permission, in writing, for the purpose.
- 3.11.2. No photographs are to be taken unless the photographer is in possession of a camera permit issued by the TNPA Chief Security Officer, Port of Richards Bay. Photographs are to be taken for record purposes only.
- 3.11.3. No drones are to be operated unless the *Contractor* is in possession of special permit issued by the *Employer* through TNPA Port Safety Officer, Port of Richards Bay and



operators must possess the required licenses including flying in close proximity of an airport.

- 3.11.4. The *Contractor* provides a comprehensive photographic record of the progress of the *Works* by taking photographs at weekly intervals. The initial photographs are to be taken at the start of the project, immediately prior to the commencement of any work. As far as possible each set of photographs shall be taken from the same locations as the previous set.
- 3.11.5. The areas to be photographed and the quantity of photographs in each area will be determined by the *Project Manager*.
- 3.11.6. Progress photographs of all manufacturing work carried out off-site are also required.
- 3.11.7. Photographs are to be submitted in JPEG format, with a minimum resolution of 1200 x 800. Each set of photographs must be accompanied by an index showing:
- Contract reference
 - Photograph file reference
 - Date of Photograph
 - Subject matter.
- 3.11.8. The *Contractor* provides two (2) No. notice board/s as detailed on Drawing RCB.ENG.00191-C-DE-7004-01. The nameboard/s must be erected within a month of the commencement date of the contract and must be placed at the positions indicated by the *Project Manager*. The notice board must be maintained for the duration of the contract and any damage to these boards must be repaired within fourteen days or within fourteen days on a written instruction issued by the *Project Manager*.
- 3.11.9. The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*.

3.12. Equipment provided by the *Contractor*

- 3.12.1. The *Contractor* shall supply all Equipment and temporary works required to provide the works in a safe and efficient manner.
- 3.12.2. The *Contractor* shall notify the Project Manager twenty-four hours (24hrs) in advance prior to bringing any new mobile equipment on site. All required documentation and certificate of fitness (COF) issued by a competent person shall accompany the equipment.
- 3.12.3. The *Contractor* shall conduct daily inspections on all Equipment prior to use as per legislation.



- 3.12.4. The Contractor shall ensure that all Equipment complies with statutory requirements (Construction Regulations and Occupational Health and Safety Act) and with the Health and Safety Standards included in the Annexures.
- 3.12.5. All Equipment supplied and used by the *Contractor* on Site shall be selected and operated in such a way that design loadings of the particular areas are not exceeded and that damage to all existing surfaces and services are avoided. The *Contractor* will be required to repair, at his own cost and to the satisfaction of the *Project Manager*, any such damage caused by him.
- 3.12.6. The *Contractor* shall keep daily records of all Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager/Supervisor* at all reasonable times.
- 3.12.7. All Equipment necessary for the *Works* shall be provided and allowed for by the *Contractor*. The *Contractor* will allow for security to safeguard all Equipment and Materials. The *Employer* will not be held reliable of any incidents.

3.13. Equipment provided by the *Employer*.

- 3.13.1. No Equipment will be provided by the *Employer*.

3.14. Site services and facilities

- 3.14.1. When required in terms of the delivery methodology, a Site will be made available to the *Contractor* for site establishment including all his Working Areas.
- 3.14.2. The *Contractor* shall provide everything else necessary for providing the *Works*.
- 3.14.3. An electric supply point will be made available to the *Contractor*, but the *Contractor* is responsible for connecting up and for cabling in the working area. The *Contractor* is to supply a Certificate of Compliance (COC) on completion of site establishment.
- 3.14.4. The *Contractor* shall make his own arrangements for the supply of other services such as ablutions, fire protection, lighting and all other services required for undertaking the *Works*. The *Contractor* shall provide, maintain and finally remove proper portable latrines of sufficient number at his cost. Latrines shall be properly constructed and placed in suitable positions and maintained in a clean and sanitary working condition.
- 3.14.5. Wherever the *Employer* provides facilities for the *Contractor's* use within the Working Areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.
- 3.14.6. The *Contractor* must provide the following connections to services within the Site for *Contractor's* use;



- Isolation valve (50mm) and connection to water supply for construction Potable Water.
- Circuit breaker for construction power at 380 Volts, 3-Phase and Neutral, 50 Hz.
- The Contractor must provide a connection to the Employer's water borne sewage network. Where no suitable connection to a sewerage system is feasible, portable chemical type toilets may be used.

3.14.7. The cost of connecting (including all incidental work) to *Employer's* services for the *Contractors* site establishment shall be deemed to be included in the *Contractor's* tendered rates and no additional payments will be made.

3.14.8. The first volume of water (approximately 265kl) to hydraulically, test, disinfect and flush the pipeline to be supplied by the *Employer*. Any subsequent supply of water for these activities, in the event of test or disinfection failure is to be provided by the *Contractor*.

3.15. Facilities provided by the Contractor

3.15.1. The *Contractor* submits the following drawings to the *Project Manager* for acceptance before commencing with the establishment of the site facilities:

- Location drawing showing the area to be occupied by the *Contractor* in relation to the Port Infrastructure.
- Layout drawing of the proposed facilities.

3.15.2. All costs for preparation of the site establishment area are for the *Contractor's* account and should be adequately catered for in the Preliminary and General items.

3.15.3. The *Contractor* must ensure that the working area is well lit at night and that all the fences, obstacles and hazards are marked. A shaded cloth must be attached to the fences and must be maintained at all times for the duration of the contract.

3.15.4. *Project Manager's* approval must be obtained for the use of any temporary lighting on the Site due to the impact that this may have on surrounding operations.

3.15.5. The *Contractor* must maintain the working area in a neat and tidy condition to the satisfaction of the *Project Manager*.

3.15.6. The *Contractor* must make his own arrangements for the disposal of sewerage and wastewater. Sewerage may not be disposed of on site. *Employer's* facilities may not be used.

3.15.7. The *Contractor* must make his own arrangements for telecommunication facilities, if required, for his use during the execution of the *Works*.

3.15.8. The *Contractor*, within fourteen days after completion, must completely remove from site all his plant, materials, Equipment, stores and temporary accommodation or any other asset belonging to him and leaves the site in a tidy condition to the satisfaction



- of the *Project Manager*. No excess or discarded materials, plant or stores may be buried or dumped within the *Employer's* boundaries.
- 3.15.9. Unless expressly stated as a responsibility of the *Employer*, Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to provide the *Works* remains the responsibility of the *Contractor*.
- 3.15.10. Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of Equipment, involving, *inter alia*, offices, accommodation, laboratories, Materials storage, compound areas etc., within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
- 3.15.11. The *Contractor* provides facilities to serve as an office for the *Project Manager*. The office shall have an office furniture and internet connectivity, (table, 3 chairs, aircon, minimum of 2 power sockets, etc.) and shall be maintained for the duration of the contract. The cost thereof shall be deemed to be included in the *Contractor's* tendered rates and no additional payments will be made.
- 3.15.12. Unless expressly stated as a responsibility of the *Employer*, Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to provide the *Works* remains the responsibility of the *Contractor*.
- 3.15.13. The *Contractor* must install a metering device, accepted by the *Project Manager*, immediately downstream of the *Employer's* connections from where he draws services. The *Contractor* must provide the *Project Manager* details of his monthly consumption of potable water and power.
- 3.15.14. The *Contractor* is responsible for his own connection to the *Employer's* services and for the reticulation of his services from the connection point. The cost of meters, connections, reticulation and all other usage costs associated with the provision of services are for the *Contractor's* account.
- 3.15.15. The *Contractor* must provide the *Project Manager* with a Certificate of Compliance (COC), by a Competent Person as defined by the OHS Act, in respect of his electrical installation. The *Project Manager* shall **only** make power supply available upon receipt of the COC.
- 3.15.16. The *Employer's Supervisor* (or his nominated representative) shall conduct routine inspections of the *Contractor's* power reticulation and power tools. If found to be un-



safe and/or non-compliant with statutory requirements, the electrical power supply shall be disconnected until the *Contractor* rectifies all defaults.

- 3.15.17. The *Contractor* must provide, at his cost, sufficient toilets during construction and maintains them in a clean and sanitary working condition.
- 3.15.18. The *Contractor* must provide temporary lighting and fencing around every section occupied by him/her during the phased construction of the works. Such fencing must demarcate and secure the construction area. The fencing with shaded cloth must be erected before any work starts and is removed only upon completion of the work in that area. The *Contractor* must include for all costs for such lighting and fencing, including access and access control into and out of these restricted areas.
- 3.15.19. Demolition of all temporary structures, surfaces etc. must be first approved by the *Project Manager* prior to the work being carried out.
- 3.15.20. The *Employer* does **not** provide any security for the Site and Working Areas. The *Contractor* must provide the same and indemnifies and holds indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of Site and Working Area security.
- 3.15.21. No housing is available for the *Contractor's* employees. The *Contractor* must make his own arrangements to house his employees and transport them to site in a closed vehicle specifically designed for passenger transport (bus or similar) accepted by the *Project Manager*.
- 3.15.22. Unless expressly stated as a responsibility of the *Employer* as stated under Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to Provide the Works remains the responsibility of the *Contractor*.

3.16. Existing premises, inspection of adjoining properties and checking work of Others

- 3.16.1. The *Contractor* will be held responsible for any damage to existing structures and services caused by him during the execution of this Contract, fair wear and tear excluded, and shall repair damage to the satisfaction of the *Project Manager* before completion of the *Works*.
- 3.16.2. For this purpose, a joint inspection with the *Project Manager* and the *Contractor* will be carried out prior to occupation of the *Works* and any existing damage noted. Repair work to damaged existing structures and services may be carried out during the contract period or during the defect correction period if so authorized. The *Contractor* will be required to conduct a photographic site survey of the occupied area showing existing structures and services. This report must be submitted to the *Project Manager*



for approval and will be used in assessing the damages to structures and services if applicable.

- 3.16.3. The *Contractor* must take photos of before and after construction and keep records for submission to *Project Manager* whenever the need arises. All these records must be submitted to the *Project Manager* at completion of the project, this shall be deemed to have been included in the relevant rates, i.e. as built information.

3.17. Survey control and setting out of the works

- 3.17.1. Setting out of the works and survey control is based on Hartebeeshoek 94 (WGS 84 Ellipsoid) co-ordinate system. Levels are given relative to mean sea level.
- 3.17.2. The *Contractor* shall take special precautions to protect all permanent survey beacons or pegs such as reference pegs, benchmarks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the *Contractor* or his/her employees, the *Contractor* shall have them replaced by a registered land surveyor at *Contractor's* own cost.
- 3.17.3. All control pegs indicated by the *Project Manager* shall be accepted by the *Contractor* at the time of site handover. The *Contractor* shall preserve all pegs and they shall be deemed to be correct in all details unless the *Contractor* lodges a written objection with the *Project Manager* regarding any peg or pegs before he commences excavation or construction work at any point on the site.
- 3.17.4. Any deviation from the data supplied by the *Employer* in the Works Information must be brought under the attention of the *Project Manager* and discussed and finalised with the *Project Manager* prior to final design of the equipment.
- 3.17.5. On completion of construction (or profiling of the relevant area) to the required tolerances, the *Contractor* must provide the out-survey, which records the final levels on a drawing, for acceptance by the *Project Manager*.

3.18. Excavations and associated water control

- 3.18.1. All excavations to have compulsory site visit by signal's staff prior to approval of digging. All excavation requires and excavation permit from the *Employer* prior excavation commences.
- 3.18.2. All excavations deeper than 1.0m below ground level or as otherwise indicated by the *Employer's* Safety Officer and *Supervisor* in terms of the current Construction Regulations, shall be protected using sheet piling and shoring. The *Contractor* will be responsible for determining the extent of temporary works required to execute the contract, and the cost thereof shall be deemed to be included in the rates for the respective items of work. All water seeping into the excavation is to be pumped out.



- 3.18.3. At times, considering the ground condition within the Port of Richards Bay in excavations deeper than 400mm it can be expected that the trench/embankment walls may become unstable and caving-in could occur. The *Contractor* must take this into account in their tendered rates and are to allow for any measures to be taken to safeguard the excavations including shoring where required to ensure safety at all times.
- 3.18.4. The *Contractor* must protect all excavations against any water ingress whether by seepage, rains, storms, floods or any other means at own cost.
- 3.18.5. Shallow ground water/high water table level at depths deeper than of 400mm may be encountered in the excavations. Where this occurs, the *Contractor* shall provide and maintain a dewatering equipment of sufficient capacity to remove water and keep the excavation free of water until the backfill operation is in progress. The discharge from the dewatering equipment must be controlled in accordance with the requirements of conditions of the Water-use Licence which authorizes only the discharge of groundwater to the Delkor Treatment Plant located approximately 10km from site within the Port of Richards Bay. Discharge directly into the estuary or into the sea is not permitted. It must be ensured that the dewatering equipment is fitted with self-registering flow meters at accessible positions near dewatering points. The quantity of water removed from underground must be recorded daily and records thereof must be kept in the environmental file.
- 3.18.6. The *Contractor* must immediately remove any water found in the excavation by pumping and provide all necessary Equipment (pumps, pipes, etc.) to do so. Water must be cleared in such a way that it cannot seep or flow back into the excavations.
- 3.18.7. The *Contractor* shall pay special attention to the management and disposal of water and storm water on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the *Contractor's* failure to properly manage rain and surface water, will not be considered.
- 3.18.8. The maximum length of open trenches that will be allowed on the site at any work face at any given time during construction is 100 meters. The *Contractor* will not be permitted to excavate any new pipe trenches once the maximum limit for open trenches has been reached.
- 3.18.9. Asbestos contamination in excavations must be managed as per *Contractor's* EMP, *Contractor* must ensure his personnel are equipped with relevant PPE and trained to recognise asbestos contamination.



3.19. Underground services, other existing services, cable and pipe trenches and covers

- 3.19.1. The *Contractor* shall acquaint himself with the position of all existing services before any excavation or other work likely to affect the existing services commences.
- 3.19.2. As a guide only, the *Project Manager* shall provide the *Contractor* with drawing(s) showing various known existing underground services for his information. It is however possible that there are other existing services, which may not be reflected, and which may affect the works.
- 3.19.3. The *Contractor* to make use of the necessary detection equipment to determine the location of underground services before excavation commences and record all such information on marked-up drawing(s) which remain available for reference at all times. The requirements of Clauses 4.4 and 5.1.2.2 of SANS 1200 D (as amended) shall apply.
- 3.19.4. The *Contractor* shall make every effort to carefully locate all services, whether known or unknown, prior commencement with any works and shall make the necessary arrangements for protection or isolation thereof as necessary. On recovering new services, the *Contractor* must mark them on the drawings, and these will become known services.
- 3.19.5. The *Contractor* must exercise due care and attention in carrying out any excavation work to avoid damage or disruption to existing services. The *Contractor* must accordingly consult the *Project Manager* prior to undertaking any excavation work.
- 3.19.6. Should the *Contractor* fail to exercise the requisite care and attention in carrying out the excavation work, the *Contractor* will be held liable for any claims arising out of damage caused by such excavation.
- 3.19.7. Where the *Contractor* encounters existing services (e.g. optic fibre cables/underground services/existing services cables/water and sewer pipes/manholes/stormwater pipes), the *Contractor* undertakes the following:
- Notify the Project Manager and Port Engineer's Office immediately.
 - Treat all systems as live, wait for the instruction from Project Manager.
 - Provide adequate support and or protection to the service(s).
 - Mark up and describe the service(s) on a site plan for record purposes.
- 3.19.8. There is a 132 kilovolt (kV) overhead electrical supply system comprising 3 x high tension cables mounted via insulators on timber poles. No mechanical equipment can operate within 2m of these cables. Whilst there is enough clearance to allow for a TLB to operate under these cables, hand excavation will help ensure this requirement is met.



- 3.19.9. As soon as any underground service not shown on the drawings is discovered, the *Contractor* shall draw it to the attention of the *Supervisor*. The *Contractor* must, in collaboration with the *Supervisor*, ascertain whether or not the service is live. The *Contractor* shall not uplift any such service unless he is instructed to do so.
- 3.19.10. The *Contractor* to ensure that existing services supply are not interrupted. All existing services have to remain operational, either through protection or re-routing. Temporary re-routing of existing services is allowed, subject to the approval by the *Project Manager*.
- 3.19.11. The *Contractor* shall be held responsible for any damage to known services and he shall take all necessary measures to protect them. In the event of a service being damaged, the *Contractor* shall immediately notify the *Supervisor*. The *Contractor* shall not repair any such service unless he is instructed to do so.
- 3.19.12. During excavation works, there is a potential that asbestos contaminated material will be uncovered. The construction work within the affected area must cease immediately and the *Supervisor* notified. If the *Contractor* is not authorised to work or handle asbestos, an Approved Asbestos Inspection Authority (AAIA) shall be appointed by the *Contractor* to develop a safe work procedure and to monitor asbestos concentrations in the air. The *Contractor* must also appoint a registered asbestos Sub-Contractor authorised/licensed to work inside the Port for the removal and safe disposal of the asbestos to an approved asbestos waste disposal site. The *Contractor* must comply with Asbestos Abatement Regulations, 2020 GG43893 attached as Annexure E.
- 3.19.13. Pipe trenches shall be constructed all in accordance with the drawings and specifications. Covers shall be adjusted and installed to match level, line and grade of the surrounding finished paved area. Any discrepancies with the setting out or specifications must be brought to the attention of the *Supervisor* immediately.

3.20. Control of noise, dust, water and waste

- 3.20.1. All Site activities must comply with the relevant parts of legislation.
- 3.20.2. Before moving Equipment onto the Site and Working Areas and commencing operations, the *Contractor* must submit his proposed methods of construction which demonstrate the measures taken to avoid and or reduce any nuisance arising from dust, noise and vibration for acceptance by the *Project Manager*.
- 3.20.3. The *Contractor* shall implement the noise and dust suppression methods to ensure that levels resulting from the *Contractors* construction activities are kept to the required safety and environmental standards as specified in the relevant project environmental specifications. The *Contractor* will thereafter monitor dust and noise impact resulting from the project activities as stipulated in the environmental specification.



- 3.20.4. The *Contractor* notifies the *Supervisor* of the elements of the *works* which are to be covered up. This notification must be given in no less than twenty-four hours (24hrs) prior to the proposed covering up.

3.21. Connecting to existing works

- 3.21.1. Where alterations and/or additions are made to existing services, the *Contractor* shall ensure that all works are planned and sequenced in such a way that there are no or minimum disruptions to the services. New services shall be installed and commissioned before existing services are de-commissioned.
- 3.21.2. Bulk connections and their specific details will be established on-site, as there was limited information available during the design phase. Accurate specifications for the pipe materials needed to complete these connections could not be determined in advance. The exact sizes of the pipes may also not be fully known due to the lack of accurate as-built and existing services information. The *Contractor* must include this risk their tendered rates.

3.22. Completion, testing and correction of Defects

3.22.1.1. The work to be done by the Completion Date

- 3.22.1.2. 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
All as built details for the whole of the works	: Within 14 days prior to Completion.
Performance testing of the <i>works</i>	: Sectional testing, completion of all testing within 14 days prior to Completion
All training workshops have been done and completed	: Within 14 days prior to Completion
Accepted all data packs for quality, H&S and environmental including all	: Within 14 days prior to Completion



applicable operating manuals for the works

3.22.2. Water Testing of Pipelines

a) General

Due to the large area and sectional nature of the Port, sectional testing of the pipelines will be allowed to complete the network within acceptable timeframes. Water for the initial testing will be from the existing *Employer's* network. Testing shall be in accordance with SANS Guidelines.

Water is a scarce commodity and must not be wasted where possible. The *Contractor* will be expected to reuse water from testing as much as possible to prevent unnecessary wastage. All water used in testing shall be measured with a calibrated flow meter (mechanical or magnetic).

Water can be taken from the nearest hydrant or landing valve for the initial section. Once testing is completed, the section shall be disinfected and emptied by pumps and tankers. The disinfected water shall be reused in the next section. An allowance of 15% wastage is estimated when moving between sections which can be filled from hydrants or landing valves.

3.23. Materials facilities and samples for tests and inspections

- 3.23.1. The *Contractor* provides Materials and Equipment for inclusion in the works in accordance with the Standard Specifications and/or Project Specifications, unless otherwise stated elsewhere in the Works Information provided by the *Employer's*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this Works Information or as may be subsequently instructed by the *Project Manager*.
- 3.23.2. The *Contractor* replaces any Equipment and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.
- 3.23.3. No Equipment or Materials will be provided "free issue" by the *Employer's*.
- 3.23.4. The *Contractor* provides all Equipment and Materials necessary for the works.
- 3.23.5. The *Contractor* supplies all certification including test certificates, user manuals, maintenance manuals and data books with respect to Equipment and Materials procured for the works.



- 3.23.6. Samples, tests and inspections required of the *Contractor*, shall be as specified in the specifications.
- 3.23.7. The *Contractor* shall give notice to the *Supervisor* of the required test/inspection not less than forty-eight hours (48hrs) before the test/inspection is required.
- 3.23.8. All material testing shall be carried out by an independent approved SAMSA testing facility accepted by the *Project Manager*.

3.24. Use of the works before Completion has been certified

- 3.24.1. The *Employer* may use any part of the *works* before Completion has been certified by notifying the *Contractor* of the intention when required for operational reasons. The *Project Manager* issues an instruction to the *Contractor* of this intention by *Employer*.
- 3.24.2. The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the status of the completed *works* (to include Plant within the *works*) to present to the *Employer*.

3.25. Access given by the *Employer* for correction of Defects

- 3.25.1. Clause 43.4 requires that the *Project Manager* arrange for the *Employer* to allow the *Contractor* access to and use of a part of the *works*, which has been taken over if needed to correct a Defect. After the *works* have been put into operation, the *Employer* may require the *Contractor* to undertake certain procedures before such access can be granted.
- 3.25.2. The *Contractor* complies with the following constraints and procedures of the *Employer* where the *Project Manager* arranges access for the *Contractor* after Completion:
- 3.25.3. Where the *Contractor* has to return to Site after Completion to rectify notified Defects, the *Employer* may either impose the same Site access / egress restrictions as communicated elsewhere under C3.1 *Employer's* Works Information at the starting date / access date stated under Contract Data - Part One, or as the *works* are now in use or the *Employer's* occupation of the Site may be incrementally or substantially changed post Completion, there may be further access / egress restrictions.
- 3.25.4. The *Contractor* shall ensure that all Subcontractors have obtained a copy of the Works Information requirements and that the Subcontractors have thoroughly familiarised themselves with the contents of the Works Information. The *Contractor* shall also ensure that all Subcontractors are suitably qualified and experienced to carry out the work for which they have been subcontracted.
- 3.25.5. The *Project Manager* may, at his discretion, require a Quality Audit of Subcontractor(s) to ensure that they have the necessary management, facilities, skilled staff and quality control facilities to carry out the works to ensure compliance with the Works Information.



- 3.25.6. The *Contractor* shall accept full responsibility for the quality of his Subcontractors work and of materials used, as per NEC 3 ECC clause 26.1 irrespective of any quality surveillance that may be carried out by the *Project Manager* or his representative.

4. Plant and Materials Standards and Workmanship

4.1. Standards and Specifications

- 4.1.1. All work done, and materials supplied, must conform to the requirements of the relevant standards AND specifications, not necessarily comprehensive, as set out in the following schedules:

National and International Codes and Standards

Title	Document No.	Revision/Date
Standardised Specification for Civil Engineering Construction - General (Part A)	SANS 1200A	*
<i>Employer's Agent's Office</i>	SANS 1200 AB	*
Site Clearance	SANS 2100 BS1	*
Earthworks for buried pipelines and prefabricated culverts	SANS 2100 DP1	*
Earthworks (Small works)	SANS 1200DA	*
Earthworks (Pipe Trenches)	SANS 1200DB	*
Concrete (Structural)	SANS 1200G	*
Concrete (Small works)	SANS 1200GA	*
Medium Pressure Pipelines	SANS 2100 DP2	*
Bedding (Pipes)	SANS 1200LB	*
Cable Ducts	SANS 2100 DP3	*
Sewers	SANS 2100 DP4	*
Storm Water Drainage	SANS 2100 DP5	*
Pipe Flanges	SANS 1123	*
Coatings Applied by the Powder-coating Process	SANS 1274	*
Fabricated Flanged Steel Pipework	SANS 1476	*
Fasteners	SANS 1700	*



CORROSION PROTECTION	SANS 1200 HC	*
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* = Latest edition

4.1.2. **Use of SANS 1200 Series of Specifications**

4.1.2.1. The SANS 1200 Series of Specifications are applicable to all Civil Engineering Works associated with this Contract.

4.1.2.2. In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in the Works Information and the conditions of contract, the conditions of contract take precedence within the ECC3 contract.

4.1.2.3. In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this paragraph 4.1 of the *Employer's* Works Information and specific statements contained elsewhere in C3.1 *Employer's* Works Information, the specific statements contained elsewhere shall prevail, without prejudice to the *Project Manager's* express duty to resolve any ambiguity or inconsistency in the Works Information under ECC3 Clause 17.1.

4.1.3. Interpretation of SANS terms

4.1.3.1. Where SANS 10142 and/or SANS 10198 specifications are used within the Works Information, then where the term "Equipment" (or the like) is used with the meaning of installation and items left behind in the *works*, then please read this term as "Plant" for ECC3 defined term compliance.

4.1.3.2. Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:

- Where the word or expression "Employer" is used, read "*Employer*";
- Where the word or expression "Contractor" is used, read "*Contractor*";
- Where the word or expression "Engineer" is used, read "*Project Manager*" or "*Supervisor*" as the context requires;
- Where the word or expression "schedule of quantities" is used, this is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC3 main and secondary options stated therein);

4.1.3.3. 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;



- Assessment and payment is in accordance with the conditions of contract (and the ECC3 main and secondary options stated therein);
- 4.1.3.4. 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.
- 4.1.3.5. SANS 1200 A: GENERAL 2.8 ITEMS IN SCHEDULE OF QUANTITIES, is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC3 main and secondary options stated therein).
- 4.1.3.6. SANS 1200 A: GENERAL 3.2 STRUCTURES AND NATURAL MATERIAL ON SITE, applies only to the extent that it is consistent with C3.2 *Employer’s Works Information*.
- 4.1.3.7. Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:
- Where the word or expression “Plant” is used, read “Equipment”.
- 4.1.3.8. SANS 1200 A: GENERAL 7.2 CONTRACTOR’S OFFICES, STORES AND SERVICES, applies but the *Project Manager* resolves any inconsistency with statements included within C3.2 *Employer’s Works Information*.
- 4.1.3.9. SANS 1200 A: GENERAL 3.1 SURVEY, applies only to the extent that it is consistent with C3.2 *Employer’s Works Information*.
- 4.1.3.10. Within SANS 1200 A: GENERAL 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS, the following applies:
- Where the word or expression “specification” is used, read “Works Information”.
- 4.1.3.11. SANS 1200 A: GENERAL 3.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES applies only to the extent that it is consistent with the specific statements made elsewhere in C3.1 *Employer’s Works Information* and in any case and at all times consistent with the *conditions of contract*.
- 4.1.3.12. Within SANS 1200 A: GENERAL 5 TESTING, the following applies:
- Where the word or expression “Engineer” is used, read “Supervisor”.
- 4.1.3.13. SANS 1200 A: GENERAL 8 MEASUREMENT AND PAYMENT, is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC3 main and secondary options stated therein).

4.2. Investigation, Survey and Site Clearance

4.2.1. Investigation

- 4.2.1.1. The *Contractor* is required to prove and protect existing services prior to construction for the full extent of the site. The *Contractor* shall, by the use of appropriate methodologies, carefully expose the services, for the purposes of verifying the exact location and position of the services. Where the exposure of existing services involves



excavation to expose underground services, the requirements of Clauses 4.4 and 5.1.2.2 of SANS 1200 D (as amended) shall also apply.

4.2.1.2. Please note any new services encountered during investigative *work* is to be brought to the attention of the *Supervisor* on site and marked up on the relevant drawing for as-built purposes. Any alternative provided by the *Contractor* to the *Employer's* design which significantly affects the services in the area must be taken into account by the *Contractor* and a method statement provided for the temporary and permanent protection subject to approval by the *Project Manager*. Please note that any alternate designs would require a guarantee of the proposed design for the full intended design life.

4.2.1.3. The *Contractor* shall carry out service detection of all services within at least 2m on either side of the new pipeline.

4.2.1.4. The *Contractor* shall be responsible for ensuring that *works* are carried out to the setting out as shown on contract drawings and shall afford the *Supervisor* all facilities for checking as and when required. Such checking, however, shall not relieve the *Contractor* of his responsibilities for the accuracy of his setting out.

4.2.2. **Survey**

4.2.2.1. All levels shown on contract drawings are in meters relative to Mean Sea Level (MSL) unless otherwise stated on the drawings.

4.2.3. **Site clearance and earthworks**

Scope of Work

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

- Clearing of site.
- Pipe trench, pump and valve chamber pit excavation.
- Relocation of affected services as identified in design drawings.
- Exposing existing services where indicated by Project Manager.

and any other work arising out of or incidental to the above or required of the *Contractor* for the proper completion of the *works*.

Clearing and grubbing

The site, as indicated in the drawings, is to be stripped and fine vegetation comprising of grass and reeds is to be removed. Removal of trees, if any, is required. Pipeline routes shall be cleared to a distance of between 2m to 5m on either side of the pipeline.

Removal of topsoil



Topsoil of 200mm is required to be stripped and stockpiled in positions such that the stockpile shall not be disturbed during the construction of other services. This shall be reinstated for rehabilitation of vegetation.

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.

Exposing existing services

A multitude of services are known to exist over the whole area of the *works* and based on the information available general layout plan indicating services have been prepared. Prior to commencing work in any area the *Contractor* shall consult the *Project Manager* in regard to the location of services and shall assist him when required in locating the exact position and depths of services by means of cable detection. The location and depth of all services discovered by the foregoing investigations shall be recorded and plotted by the *Contractor* on an “as-built” copy of the services plan.

The *Contractor* shall assist when required in alterations to services by providing labour, plant and material and shall carry out the necessary work as instructed by the *Project Manager*.

Claims for extension of time due to existing services will **NOT** be entertained if the operation of locating and/or protecting services is less than two weeks ahead of construction.

Responsibility for protection of all known services shall rest solely with the *Contractor* and he shall bear all costs, which may arise as a result of any damage which he may cause to such services, or which may arise as a result of his operations.

Disposal of material

The excavated material is required to be carted to a spoil site of the *Contractor's* choice. The nature of the material varies. All vegetation, trees, etc. resulting from site clearance shall be removed off site to a disposal dump to be selected by the *Contractor*. The haulage, dump costs and any levies etc. shall be deemed to be included in his tendered rates. Burning of materials on site shall not be permitted.



Excavation

The area, as indicated in the design drawings is to be excavated to the required depth.

The material to be spoiled is to be carted to a spoil site of the *Contractor's* choice.

Base preparation (for excavations deeper than 2m)

Preparation of the in-situ subgrade will be by means of placement of a 200mm thick layer of dump rock, followed by a 150mm thick G5 capping layer compacted to 95% MOD AASHTO density. A 75mm blinding layer will thereafter be placed.

4.3. Civil Engineering Works

4.3.1. Water Reticulation

Scope of Work

This contract covers the construction of the civil works which include the:

This specification covers the material (pipe and fittings), joining methods and general installation practice for high density polyethylene pipe (HDPE) piping systems for water utility use as indicated on the Drawings:

- I. Provision and installation of a water reticulation system which comprises of 560mm diameter HDPE PN12.5 PE100 -SANS 4427-2 watermain.
 - a. Provision and installation of isolation, air and scour valves, to the new bulk main.
- II. Connection into the existing water main reticulation, including provision and installation of isolation valves on the existing water main,
- III. Horizontal directional drilling of 560 mm diameter pipe as per SANS 1200LG
- IV. Provision for interim inspections and testing to final inspection and testing for acceptance.

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

Supporting Specifications

In so far as they can be applied, and where they are not inconsistent with the terms of this Specification, the latest amendment of the relevant parts of SANS 1200 shall be regarded as being embodied in this Specification. The following list of standards and specifications, not necessarily comprehensive, are referred to in this part of the Specification:



SANS Specifications	
SANS 2001-DP2	Earthworks (Pipe trenches) (SANS 1200 DB)
SANS 1200 LB	Bedding (Pipes)
SANS 2100 DP2	Medium Pressure Pipelines
SANS 62	Steel Pipes – Part 1 and 2
SANS 966-1	Components of pressure pipe systems – part 1
SANS 1476	Fabricated flanged steel pipework
SANS 664	Cast Iron Gate valves for waterworks
SANS 32	Internal and/or external protective coatings for steel tubes
SANS 10129	Plastics tape wrapping of steel pipes
SANS 1117	Plastic wrappings for the protection of steel pipes
SANS 1123	Pipe flanges
SANS 226	Water taps (Metallic bodies)
SANS 1128	Firefighting equipment part1: Components of underground and above ground hydrant systems
SANS 2100 DP4	Sewers
SANS 10214	The design, fabrication and inspection of articles for hot-dip galvanising
SANS 1700	Fasteners
SANS 1200LG	Pipe jacking
SANS 121	Hot dip galvanising coating on fabricated iron and steel articles- Specifications and test methods

Materials

HDPE Pipes



The HDPE pipe shall be of 560mm diameter conforming to SANS 4427 PN12.5-PE 100.

Corrosion Protection

All exposed (i.e., not buried) valves, pipes and specials shall be prepared and protected as follows:

- The surface shall be prepared by abrasive blasting to SIS Sa 2.5.
- A twin pack ethyl base inorganic zinc silicate primer shall be applied within 24 hours of the abrasive blasting, to a minimum dry film thickness of 75 microns.
- A polyimide cured high build epoxy undercoat shall be applied to a minimum of 60 microns dry film thickness.
- A twin pack polyurethane enamel-finishing coat shall be applied to a minimum of 35 microns dry film thickness.
- Step 3 and 4 shall be carried out after erection; any damage to the primed surface shall be touched up with the zinc rich primer. The above shall be read in conjunction with the paint manufacturers specifications for that particular paint.
- For all buried steel and cast iron fittings clause 3.9.1 and clause 3.9.6 of SANS 1200 L shall apply. All buried steel pipes shall be protected against corrosion in accordance to SANS 10129 by treatment with a compatible primer, packed with a bitumen- or tar-based mastic and wrapped with an approved plastic tape to the requirements of SANS 1117.

Butt Fusion Joints

This part of ISO 12176 specifies the general characteristics of, and performance requirements for, equipment for butt fusion jointing of polyethylene (PE) piping systems using electrically powered heater plates. It is applicable to mechanical and pressure-activated equipment for butt fusion jointing PE pipes and fittings either intended to be used for the supply of gaseous fuels, conforming to ISO 4437 and ISO 8085-2, or intended for the conveyance of water for human consumption (including raw water prior to treatment) and for the conveyance of water for general purposes, conforming to ISO 4427-2 and ISO 4427-3. The normal ambient-temperature range in which the butt fusion machine is intended to operate is -10 °C to +40 °C. Use outside this temperature range will need to be agreed between the user and the supplier of the machine. Butt fusion machines with an automatic controller are subject to additional requirements as given in Annex A (ISO 12176-1:2006(E)).

Butt Fusion Joints Setup:



- a. Set up the welding equipment.
- b. If necessary, erect a welding tent to protect against wind and dust.
- c. Mount the facing plane (trimmer).
- d. Align the parts to be welded (with the aid of roller mountings or other supports).
- e. Remove shavings - do not touch pipe ends by hand.
- f. Check parallelity of joint faces by bringing them together (maximum gap 0.5mm).
- g. Check pipe alignment (maximum 0.15 = 10% of wall thickness).
- h. Clean the heating area of the heating plate and jointing faces with non-fluff paper and acetone.
- i. Check the welding temperature ($210^{\circ} + 10^{\circ}\text{C}$). With a wall thickness $> 15\text{mm}$, aim at lower temperature range.
- j. Press the pipe faces against the heating plate until a bead is formed all-round the pipe circumference in accordance with the table of guide values indicated below or refer to the welding unit manufacturers guidelines.
- k. Reduce the pressure setting for heating up (soak period).
- l. After sufficient heating up, release the joint faces from the heating plate.
- m. Remove the heating plate and immediately join the parts to be welded. Do not exceed the maximum changeover time specified in the table of guide values (below).
- n. Steadily increase the jointing pressure or force from 0 to the final value; follow the jointing time specified in the table of guide values.
- o. Allow the weld to cool with the jointing pressure maintained; follow the table of guide values.
- p. When the cooling time has elapsed, the welded joint can be removed from the clamps.
- q. De-bead material (if deemed necessary) from area of weld in bore of pipe.

Note: This must be completed before the welded material has fully cooled to prevent the possibility of cracking.

- a. Remove obstructions from the bore of the pipe in the area adjacent to the weld. Polish out using pencil grinder and sandpaper "flap" wheels.

Note: It is good practice to record all pressure, temperature, and time values for each welder

Isolation Valves

All valves shall be Class 16, double-flanged cast iron gate valves, resilient sealed with non-rising spindle, conforming to SANS 664 or BS5163. Gate valves shall be flanged to



SANS 1123-2017 Table 15 and shall be fitted with valve caps per SANS 664. The direction of closing shall be anti-clockwise and clearly indicated on the valve body.

Air Valves

All air valves shall be Vent-O-Mat double acting RBX series or similar approved to the specified pressure rating as shown on the drawings.

Scour Valves

Scour valves shall be of the sluice/gate valve type, designed specifically for use in water reticulation systems. Valves shall be manufactured from ductile iron or other approved materials resistant to corrosion and suitable for potable water applications. The size of the scour valves shall be as indicated on the drawings and shall be appropriate for the diameter of the pipeline they are serving.

Flexible Couplings

Flexible couplings and flanged dismantling couplings for HDPE pipes shall be suitable for the type of pipe. Where used between steel and flexible pipes of another material (e.g., uPVC or GRP), the flexible couplings shall be stepped to make up any difference in diameter (if required) and shall have long collars (min 220 mm).

Flexible couplings shall be coated to System A (refer to PSHC) and shall include decorative coating inside buildings like pump stations. In addition to this, flexible couplings of ferrous and stainless-steel material below ground or inside unventilated areas like valve chambers shall be treated in accordance with System H (refer to PSHC).

Stub studs (i.e. studs welded to the flanges of flange adaptors) and their washers and nuts shall be of grade 316 stainless steel.

Flanges and Accessories

- All bolts and nuts shall be hexagonal head type complying with SANS 136 Gr 8.8 with threads of coarse pitch series. All bolts must be of equal length and the length of each bolt shall be such that, after the nut has been tightened, the end of the bolt shall project above the nut by not less than one full thread and not more than three full threads. Two washers shall be used with every bolt-and-nut set where used on coated surfaces that could be damaged. Before assembly, all bolts shall be coated with an approved nickel based anti-seizure/corrosion protection compound.
- Bolts and nuts used with ferrous steel shall be hot dip galvanised to SANS ISO 1461 and bolts and nuts used with stainless steel shall be 316 stainless steel. Flanges and accessories of ferrous and stainless steel material below ground or inside



unventilated areas like valve chambers shall be treated in accordance with System H (refer to PSHC).

- Suitable isolation shall be provided between flanges, washers and bolts to prevent galvanic corrosion between dissimilar metals (e.g. between stainless steel and mild steel or cast iron).
- Where services are relocated or connected to existing pipes, the dimensions of existing flanges and pipes shall be verified by the Contractor prior to ordering of materials.

Fire Hydrants

Fire hydrants shall be of the above ground type and shall be suitable for a working pressure of 1,6 MPa with an 80mm Male BSP inlet. The outlet shall be 65 mm Female Instantons Outlet with Double Lug with cap top and chain. It shall open clockwise with a square spindle nut of the same size that is specified for the gate valves.

The fire hydrant shall be bolted to the flanged branch of a cast iron hydrant tee.

1. Fire hydrants shall be Woodlands or similar approved type and shall be installed in accordance with SANS 1200 and approved by the Project Fire Engineer.
2. All Fire Hydrants shall be 65 mm diameter (internal).
3. Outlets shall be 65mm Female Instantaneous Outlet with Double Lug with loose cap and securing chain.
4. Hydrant spindles shall be in accordance with SANS 1128 and provided with caps, secured with retaining bolts.
5. Hydrants shall be clockwise opening / left hand closing.
6. Hydrant body and bonnet shall be stainless steel.
7. The seat shall be nitrile rubber.
8. Hydrant covers shall be ductile iron conforming to EN 124 and shall be painted with red oil paint. The covers are to be secured to the frame with a galvanised chain or cable.
9. Hydrants shall be supplied and installed complete with a flanged CI extension piece complete with stainless steel nuts and bolts to ensure depth not greater than 400 mm.
10. Hydrants shall be installed at the end of dead "runs" for charging and bleeding the lines.

4.3.2. Plant

Suitable Plant



The *Contractor* shall ensure that only plant suitable for working in the confined limits of the site of works and able to obtain the required specification of layer works is used.

4.3.3. **On-site Storage**

The *Contractor* shall be allocated a storage area on site and shall be responsible for all materials stored on site until such time that the water main has been tested and handed over to the main *Contractor*.

Pipes should be stored on level ground that is free from stones and sharp objects and should be so stacked (in a stack of cross formation) that the load on each pipe is uniform throughout its length.

Socketed pipes should be stacked that the sockets are at different ends in each alternate layer and protrude from the stack.

The height of the stack should not exceed 1m, and pipes of different diameters and class should not be stacked together. Protective packing should not be removed until immediately before use.

4.3.4. **Construction**

Pipe-Laying Personnel

The laying of pipes and ancillary fittings shall be performed only by a qualified person who is registered by the local authority as an artisan in the plumbing, pipefitting, or drain-laying trades, or who is qualified by reason of having attended a course on pipe-laying of the Civil Engineering Industry Training Board.

Preparation of Trench

All trench bottoms shall be prepared in accordance with SANS 1200 DB clause 5.5.

Trench Excavation

Due to the nature of the material excavated and the depths of excavation, all trench excavations deeper than 1,0m shall be properly shored as per Sub-clause 5.1 of SANS 1200 DB and any other safety specifications applicable or battered. The shoring or battering shall also be suitable for the protection of any structures adjoining the excavation, where applicable.

Backfilling



The *Contractor* shall backfill the battered surface in maximum 300mm thick layers. Benching into the battered surface shall be carried out by the Contractor to the required specifications.

Cutting of Pipes

Cut the pipe squarely at right angles using special pipe cutting tools or circular or band saw. Each cut end should be square, and the outer edge evenly chamfered by means of a rasp or file or specifically designed chamfering tool. The chamfer must not extend further than half the wall thickness. Cut ends must be free from swarf, burrs, channels, and loose material.

When the length of the pipe to be cut is determined, allowances must be made for the length of any socket attached to the pipe and for a movement of at least 6mm in any rubber ring type socket into which the pipe is to be inserted.

Cut the pipe squarely at right angles using special pipe cutting tools or circular or band saw.

- Eliminate any burrs and bevel the end of the pipe to facilitate easy assembly and to prevent damage to the fitting gasket.
- Unscrew the blue ring nut without removing the rings locked inside (integral component).
- Unscrew the blue nut and put it on to pipe followed by the white clamping ring. Make sure the clamping ring is in the correct position, with the largest diameter facing the fitting.
- Place the integrated component on the pipe followed by the gasket.
- Press the pipe axially into the fitting, past the gasket, until it touches the internal register inside the fitting body.
- Tighten the ring nut by hand and then use the torque wrench.

Pipe Laying and Jointing

Pipes that have been exposed for several hours to direct sunlight and have become hot should not be laid until they have cooled to a temperature of approximately 25°C.

Rubber ring jointing may be carried out in the trench. The pipeline should be laid directly on to the prepared bedding in the trench, and bricks or other hard bodies must not be placed under the pipeline for either temporary or permanent support. Rubber rings used must be those supplied by the pipe or fitting manufacturer. All spigots must be checked to ensure that they are free from burrs, and spigots, sockets and rings must be cleaned with a dry cloth. The pipe end must be chamfered to an angle of approximately 15° and



the depth of entry must be marked on the spigot. This mark must be so positioned as to allow a 6mm clearance between the spigot and the bottom of the socket. A thin film of a recommended lubricant, by the manufacturer, should be applied to each rubber ring and each spigot.

Pipe-Jointing to Existing Main

Where HDPE pipe systems are to be connected to cast-iron pipes, cast iron flange adapters manufactured specifically for the purpose must be used.

Depths and Cover

The minimum cover above pipes shall be 900mm where possible, with encasing as indicated on the drawings to lengths with insufficient cover. At road crossings the minimum cover shall be 1200mm. The depth shall be gradually increased as specified in SANS 1200 L clause 5.1.4.2. *Depths and cover are indicated on longitudinal sections drawings.*

Connection to Existing Water Main

The proposed existing HDPE pipe water main shall be connected to the existing main water supply main at the position as indicated on the drawings. The provided position for connection is an estimation and it is to be investigated prior to any connection through proof trenching.

Where required, the existing pipe shall be cut to provide sufficient space for the proposed fittings. Any damage to the existing mains or any existing specials shall be repaired to the *Contractors'* account if caused by negligence on the *Contractors'* part.

Tolerances

Tolerances shall be determined on the basis as stated in the relevant clauses of the applicable sections of SANS 1200, relevant drawings, and manufacturers' specification as applicable. The *Contractor* shall ensure that tolerances are complied with.

Testing

Test Pressure

The test pressure shall be in accordance with SANS 2001-DP2:2010 5.3.3 Hydraulic pipeline test.

Valve chambers



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 wet before bricks are laid thereon. All joints on the internal face (and the external face above ground) shall be half round recessed and shall be well rubbed with a standard jointing tool of suitable size to ensure that the entire exposed surface on the joint presents a smooth and polished appearance. Intersecting walls shall be properly toothed with each other, and all angles levelled and plumbed. All internal surfaces shall be plastered with a 12mm thick 3:1 cement sand mortar mix.

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

4.3.5. Demolition

Scope of Work

This scope covers the demolition of existing water manholes as indicated in the design drawings.

Existing services

All known services are provided on the drawing, but due to the lack of adequate as-built records, the *Contractor* must prove services prior to removal via cable detection. The *Contractor* shall take the necessary precautions to ensure that the services are not damaged.

As soon as any underground service not shown on the drawings is discovered, it shall be brought to the attention of the *Supervisor*. The *Contractor* must in collaboration with the *Supervisor*, ascertain whether or not the service is live. The *Contractor* shall not uplift any such service unless he is instructed to do so.

The *Contractor* shall be held responsible for any damage to known services (i.e. services that are within the site of the works and are shown on the drawing) and he shall take all necessary measures to protect them. In the event of a service being damaged, the contractor shall immediately notify the *Supervisor*. The *Contractor* shall not repair any such service unless he is instructed to do so.

Reinstating of removed structures

Where required as per the design, the *Contractor* shall dismantle and remove all valves and associated pipe work and place in storage for relocation to the position indicated in the drawings. Concrete walkways, as indicated in the drawings, are to be uplifted without damage to existing adjacent structures. Any damage to the adjacent structures shall be



repaired by the *Contractor* to the satisfaction of the *Supervisor*. Where the existing water pipe is to be relocated as per the design, the road layerworks are to be spoiled and the road reinstated to original condition. Any damage to any other parts of the road resulting from the *works*, shall be repaired by the *Contractor*.

4.3.6. Concrete works

Scope of Work

The scope of work for concrete works shall include for the delivery to site of all materials necessary to complete the *works*, off-loading on site, storage on-site, setting out, installation, testing, commissioning and handover.

The *works* includes for the following:

- Earthworks, including excavation, dewatering, preparation of base and foundations
- Reinforcing and formwork
- Casting of concrete

and any other work arising out of or incidental to the above or required of the *Contractor* for the proper completion of the *works*.

Supporting specifications

The following specifications 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".

SANS (and Other) Specifications	
SANS 1200 G	Concrete
SANS 1200 LE	Stormwater Drainage



SANS 2001: CC1	Construction Works: Concrete Works
SANS 1083:2006	Aggregates from Natural Sources
SANS 10100-2:2000	Structural Use of Concrete – Materials and Execution of Work
SANS 50197-1:2000	Cement – Composition, Specifications and Conformity Criteria Pt1: Common Cements
SANS 1491-1: 2005	Portland Cement Extenders Pt1 – Ground Granulated Blast Furnace Slag
SANS 1491-2: 2005	Portland Cement Extenders Pt1 – Fly Ash
SANS 1491-3: 2006	Portland Cement Extenders Pt1 – Condensed Silica Fume
S420 (1999)	Concrete Work (Transnet)

Cementitious binders

Cements, complying with SANS 50197-1 shall be used for all concrete work. The use of masonry cements shall not be allowed.

Coastal zone

Where the *Works* is within one kilometre from the sea, one or more of the following cementitious binders shall be used in all concrete applications.

- Blast furnace cement, Type III/A, certified as containing not less than 40% and not more than 50% milled granulated blast furnace slag (MGBS), or
- A blend of Type 1 Portland cement with not less than 40% and not more than 50% MGBS. MGBS shall comply with SANS 1491 Part 1., or
- Fly ash cement Type II/B-V or Portland fly ash cement Type II/B-W, certified as containing not less than 25% and not more than 30% fly ash shall comply with SANS 1491 Part 2.

Alkali reactive concrete

Alkali Reactive Aggregates shall not be used in this project. The equivalent Na_2O content of the concrete shall not exceed $2,0 \text{ kg/m}^3$ where $\% \text{Na}_2\text{O equivalent} = \% \text{Na}_2\text{O} + (0,658 \times \% \text{K}_2\text{O})$

Aggregates

Fine and coarse aggregate shall comply with the relevant clauses of SANS 1083.



If required by the *Project Manager*, the *Contractor* shall submit 40kg samples for approval at least 6 weeks prior to the start of concrete construction. No aggregate shall be delivered for use in the works until approval is given.

Admixtures

Admixtures containing chlorides will not be permitted in reinforced concrete. Where applicable, and as indicated on the drawings, water-retaining structures shall have 'Penetron Admix' as an additive to the concrete mix to 0.8% of cement content by weight by a certified Penetron batching plant.

Cover blocks

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

Cover blocks shall be dense and have a minimum 28 day crushing strength of 50 Mpa and shall be cured in water for at least 14 days before being used.

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

Concrete quality

The *Contractor* shall submit a quality assurance plan which will ensure compliance with specification and provide acceptable documentary evidence that all specified operations have been carried out satisfactorily.

Where the minimum dimension to be placed during a single pour is larger than 600mm, and the cement content of the reinforced concrete exceeds the following:

- Cement Types I and II/ * S: 400 kg/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.

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 weighing equipment, unless otherwise approved 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.



Concrete placing

The *Supervisor* shall approve the size, shape and depth of any excavation before concrete is placed.

Unless otherwise approved by the *Supervisor*, no concrete shall be placed until the fixed reinforcement has been accepted and confirmed in writing by a Release Certificate signed off by:

- The *Supervisor*
- The Surveyor - It shall be the responsibility of the *Contractor* to call the *Surveyor* prior to pouring concrete to verify and confirm all levels, co-ordinates and alignment of the structure to be cast.

No concrete shall be placed unless both the above signatories appear on the Pour Release Certificate.

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 lime wash or PVA applied to the older surface prior to casting the fresher concrete.

Finishes

Classification of finishes (Sub clause 5.2.1) - The surface condition required on all exposed finished concrete shall be smooth.

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.

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 SABS 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 not 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 *Supervisor*, 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 SABS 1200 G when the following climatic conditions occur:



- Wind velocity greater than 5 m/s and/or
- Ambient temperature is above 25 °C and/or
- The relative humidity is below 60 %.

If plastic shrinkage occurs, the concrete, while still plastic, shall be re-vibrated, floated and re-coated with curing compound as if no curing has previously taken place.

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.

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 *Supervisor* or *Project Manager*.

- The date and time during which concrete was placed.
- Identification of the part of the structure in which the concrete was placed.
- The mixed proportions and specified strength
- The type and brand of cement
- The slump of the concrete
- The identifying marks of test cubes made.
- Curing procedure applied to concrete placed.
- The times when shuttering was stripped, and props removed.
- The date of despatch of the cubes to the testing laboratory
- The test results.

The records shall be delivered to the *Project Manager* each week except in the case of sub-standard concrete, when the *Project Manager* shall be informed immediately.

Tolerances

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

Testing and monitoring



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

- If the quantity of concrete from which samples were taken exceeds 40 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.

Formwork (Clause 5.2)

All exposed concrete corners shall be provided with 20mm x 20mm chamfers.

4.3.7. Horizontal Directional Drilling

This specification covers the installation of underground pipes under roads, railways, structures, and other operational areas without disturbing the surface, interfering with the normal flow of traffic, or negatively impacting on the operation areas within the Port using horizontal directional drilling (HDD). The *Contractor* shall take the duties of providing the detail design of the execution of HDD which shall be approved by the *Engineer*. The proposed locations of HDD has been provided in the drawings. The responsibility of the designs lies with the contractor. The design and construction must adhere to SANS 1200LG. Annexure C Southern African Society has been provided as a guide for Trenchless Technology (SASTT) standard for the trenchless installation of underground pipelines by means of horizontal directional drilling. Annexure D Requirements for pipe jacking / directional drilling has been provided for requirements of Horizontal directional drilling under rail.

5. List of drawings

5.1. Drawings issued by the *Employer*

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

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

Drawing Number	Rev.	Detail
RCB.ENG.00191-C-LA-7001-01	0A	Plan and Longitudinal Section - Sheet 1 of 3



RCB.ENG.00191-C-LA-7001-02	0A	Plan and Longitudinal Section - Sheet 2 of 3
RCB.ENG.00191-C-LA-7001-03	0A	Plan and Longitudinal Section - Sheet 3 of 3
RCB.ENG.00191-C-DE-7001-01	0A	Off-take and Tie-In Detail
RCB.ENG.00191-C-DE-7002-01	0A	Air valve assembly pipework and chamber details
RCB.ENG.00191-C-DE-7002-02	0A	Air valve chamber reinforcement details
RCB.ENG.00191-C-DE-7003-01	0A	Scour valve assembly pipework and chamber details
RCB.ENG.00191-C-DE-7003-02	0A	Scour valve chamber reinforcement details
RCB.ENG.00191-C-DE-7004-01	0A	Contract sign board
RCB.ENG.00191-C-DE-7005-01	0A	Isolation valve assembly pipework and chamber details
RCB.ENG.00191-C-DE-7005-02	0A	Isolation valve chamber Reinforcement details
RCB.ENG.00211-C-LA-8001-01	0A	Plan and Longitudinal Section - Sheet 1 of 5
RCB.ENG.00211-C-LA-8001-02	0A	Plan and Longitudinal Section - Sheet 2 of 5
RCB.ENG.00211-C-LA-8001-03	0A	Plan and Longitudinal Section - Sheet 3 of 5
RCB.ENG.00211-C-LA-8001-04	0A	Plan and Longitudinal Section - Sheet 4 of 5
RCB.ENG.00211-C-LA-8001-05	0A	Plan and Longitudinal Section - Sheet 5 of 5
RCB.ENG.00211-C-DE-8001-01	0A	Bends, Thrust Blocks & Typical Sections
RCB.ENG.00211-C-DE-8002-01	0A	Fence Details
RCB.ENG.00211-C-DE-8003-01	0A	Pipe Jacking & Temporary Bypass Details
RCB.ENG.00211-C-DE-8004-01	0A	Layout Sheet 5 Detail (New Jacking)



RCB.ENG.00211-C-DE-8004-02	0A	Layout Sheet 5 Detail (Tie to Existing)
RCB.ENG.00211-C-DE-8005-01	0A	Layout Sheet 1 Detail (Bridge configuration)
RCB.ENG.00211-C-DE-8006-01	0A	Pioneer Tee section
RCB.ENG.00211-C-DE-8007-01	0A	Bridge tie in & connection details

SECTION 2

6. Management and start up

6.1. Management meetings

- 6.1.1. Meetings will be held fortnightly between the *Project Manager* and the *Contractor* (and any other co-opted members). The *Contractor* is represented at each meeting by the appropriate key personnel.
- 6.1.2. The venue for these meetings will be at the *Contractor's* site camp or as determined by the *Project Manager*. The *Project Manager* representative records the minutes of meetings and circulated.
- 6.1.3. Any action of the *Project Manager*, *Supervisor*, *Contractor* and Adjudicator implied in the minutes of meetings with contractual implications is confirmed by a separate communication issued in accordance with this Works Information and NEC 3 ECC.
- 6.1.4. The *Contractor* reports the overall progress and as a minimum requirement, the following is addressed:
 - a) *Contractors'* current activity progress and planned finish dates.
 - b) *Contractors'* report on all items listed in the NEC core clause, 31.
 - c) *Contractors'* and *Project Manager's* programme agenda compared for delays and milestone targets.
 - d) Current and projected manpower.
 - e) Job creation (local employment of youth, adult, women and people with disabilities, etc.).
 - f) Health, Safety, Environmental and Quality Management.
 - g) The progress of any other relevant activities.
 - h) Discuss any technical or commercial issues
 - i) Problem areas or concerns.
- 6.1.5. Regular meetings of a general nature may be convened and chaired by the *Project Manager* as follows:



Title and purpose	Approximate time & interval	Location	Attendance by:
Kick-off Meeting	Once prior commencement of woks	TBC	<i>Employer's, Project Manager, Supervisor, Contractor and appropriate key persons</i>
Contract Management (overall contract progress and feedback)	Every 2 weeks	Initially online thereafter on Site	<i>Employer's, Project Manager, Supervisor, Contractor and appropriate key persons</i>
Technical Meetings	Every 2 weeks	Initially online thereafter on Site	<i>Employer's, Project Manager, Supervisor, Contractor and appropriate key persons</i>
Safety, Health and Environmental (SHE) meetings	Weekly	Initially online thereafter on Site	<i>Project Manager, Contractor, Supervisor, Safety and Environmental Officers and Others as determined by the Project Manager</i>
Site Inspections and quantity measurements	Ad hoc	Port of Richards Bay	<i>Employer, Contractor, Supervisor, Project Manager, including Other stakeholder's as may be deemed relevant</i>
Safety Action Meetings	Weekly	On-Site	<i>Project Manager, Contractor, Supervisor, Safety and Environmental Officers and Others as determined by the Project Manager</i>
Close-off Meeting	Once on completion of woks	On-Site	<i>Employer's, Project Manager, Supervisor, Contractor and appropriate key persons</i>
Risk Register and Compensation Events	Weekly on (or at shorter intervals if required)	Initially online thereafter on Site	<i>Employer's, Project Manager, Supervisor, Contractor and appropriate key persons</i>



Title and purpose	Approximate time & interval	Location	Attendance by:
SHE Pre-mobilisation Meeting	Within 1 week prior to site establishment by Contractor	On-Site	<i>Project Manager, Contractor, Supervisor, Safety and Environmental Officers and Others as determined by the Project Manager</i>
Stakeholder Engagement Meetings	Monthly	On-Site	<i>Employer's, Project Manager, Supervisor, Contractor and appropriate key persons</i>

- 6.1.6. Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *works*. Records of these meetings are to be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.
- 6.1.7. All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

6.2. Documentation Control

- 6.2.1. All electronic/Email communication to be copied to this address: TNPADocControlRCB@transnet.net. The *Contractor* documentation 'Starter Kit', will be issued at the kick-off meeting following award. The project number shall be indicated on the subject line for all correspondence with TNPA. All correspondence between the *Contractor* and TNPA shall be directed to the *Project Manager*. The *Employer* shall distribute documentation via Document control with transmittal slip/note; the *Contractor* should always acknowledge receipt of documentation by signing the transmittal and return to *Employer's* Document control.
- 6.2.2 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*.
- 6.2.3 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.

- 6.2.4 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.
- 6.2.5 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.
- 6.2.6 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.
- 6.2.7 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.
- 6.2.8 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 TNPA and the contractors shall be issued by the *Contractor* on behalf of TNPA. These communications shall be similarly recorded through the *Contractor's* document control department.
- 6.2.9 The documentation to be submitted for review shall be submitted on or before the dates specified on the Documentation Register under cover of 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.
- 6.2.10 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*.
- 6.2.11 After review, a copy of the original reviewed/marked-up drawing/document, with the *Project Manager's* consolidated comments and document status marked on the *Contractor* Review Label, is scanned and the hard copy shall be returned to the *Contractor* under cover of the *Project Manager's* Transmittal Note for revision or re-submittal as instructed.



6.2.12 The code resulting from the review is as follows, i.e.: -

- Code C1 - "Proceed, No Exception Taken"
- Code C2 – "Proceed, with Exceptions as Noted, Revise and Resubmit"
- Code C3 – "Do Not Proceed, Revise as Noted and Resubmit"
- Code C4 – "Information Only – Accepted as Submitted"
- Code C5 (FN) – "Certified Final – No Further Submittal Required"
- Code C6 (AB) – "Certified As-Built - No Further Submittal Required"

6.2.13 The *Contractor* shall allow the *Project Manager* two (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. The *Project Manager's* response is subject to the delegation of authority as stated on C1.2 Contract Data: Part one – Data provided by the *Employer*, refer clause 13.3. 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*.

6.2.14 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.

6.2.15 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.

6.2.16 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 *Project Manager*.

6.2.17 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.

6.3. Safety Risk Management

6.3.1. Health and Safety Standard

6.3.1.1. The *Contractor* shall comply with the requirements of the Project Site Specific Health and Safety Specification.

6.3.2. Contractor's General Requirements for Health and Safety



6.3.2.1. The *Contractor* is solely responsible for carrying out the work under the Contract having the highest regard for the health and safety of its employees, Transnet's employees and persons at or in the vicinity of the Site, the Works, temporary work, materials, the property of third parties and any purpose relating to the *Contractor* carrying out its obligations under this Contract.

6.3.2.2. The *Contractor* must initiate and maintain safety precautions and programs to conform to all applicable Health and Safety laws or other requirements, including requirements of any applicable government instrumentality and client corporate, business unit and site requirements. The *Contractor* must, at its own cost, erect and maintain safeguards for the protection of workers and the public. The *Contractor* must manage all reasonably foreseeable hazards created by performance of the work. The *Contractor* must:

- Provide all things and take all measures necessary for maintaining proper personal hygiene, ensuring safety of persons and property and protecting the environment at or near the Site.
- Avoid unnecessary interference with the passage of people and property at or near the Site.
- Prevent nuisance and excessive noises and unreasonable disturbances in performing the Services.
- Be responsible for the adequacy, stability and safety of all of its site operations, of all its methods of design, construction and work and be responsible for all of the work, irrespective of any acceptance, recommendation or consent by TNPA, its Contractors, employees, agents and invitees, or any Government Body.

Costs for the above are borne by the *Contractor*.

6.3.2.3. The *Contractor* must comply and is responsible for ensuring that all of its Sub-contractors comply with the relevant legislation(s) and statutory regulations for health and safety, the Transnet Health and Safety requirements included in the Contract and other document pertaining to health & safety contained in the Programme Health & Safety Management System and include standards, policies, procedures, guidelines and safe work instructions.

6.3.3. **Contractor's Health and Safety Management Plan (SMP)**

6.3.3.1. The *Contractor* must prepare, implement and maintain a project-specific Health and Safety Management Plan. The plan must be based on the requirements set out in this specification as well as all applicable legislation. It must cover all activities that will be carried out on the project site(s), from mobilisation and set-up through to rehabilitation and decommissioning.

6.3.3.2. The plan must demonstrate the *Contractor's* commitment to health and safety and must, as a minimum, include the following:

- A copy of the *Contractor's* Health and Safety Policy; in terms of the OHS Act section 7;
- Traffic management survey reports and Traffic Management Plan;
- Procedures for all asbestos related work and provisions for working safely with such materials;



- Procedures for working over water and erection of scaffolding;
- Procedures concerning all Hazard Identification and Risk Assessment, including both Baseline and Task-Based Risk Assessments.
- Arrangements concerning the identification of applicable Legal and Other Requirements, measures to ensure compliance with these requirements, and measures to ensure that this information is accessible to relevant personnel;
- Details concerning Health and Safety Objectives – a process must be in place for setting objectives (and developing associated action plans) to drive continual improvement;
- Details concerning Resources, Accountabilities and Responsibilities – this includes the assignment of specific health and safety responsibilities to individuals in accordance with legal or project requirements, including the appointment of a *Project Manager*, *Construction Manager*, Health and Safety Officers, Supervisors, Health and Safety Representatives, and First Aiders;
- Details concerning Competence, Training and Awareness – a system must be in place to ensure that each employee is suitably trained and competent, and procedures must be in place for identifying training needs and providing the necessary training;
- Communication, Participation and Consultation arrangements concerning health and safety, including Safety Observations and Coaching, Toolbox Talks, Daily Safe Task Instructions, project health and safety meetings, and notice boards;
- Documentation and Document Control – project-specific documentation required for the effective management of health and safety on the project must be developed and maintained, and processes must be in place for the control of these documents;
- Processes and procedures for maintaining Operational Control, including rules and requirements (typically contained in Safe Work Procedures) for effectively managing health and safety risks, particularly critical risks associated with working at heights, confined spaces, mobile equipment and light vehicles, lifting operations, hazardous chemical substances, etc.;
- Emergency Preparedness and Response procedures;
- Management of Change – a process must be in place to ensure that health and safety risks are considered before changes are implemented;
- Sub-contractor Alignment procedures – a process must be in place for the assessment of sub-contractors and suppliers with regard to health and safety requirements and performance (before any contract or purchase order is awarded);



- Measuring and Monitoring plans, including a plan for the measuring and monitoring of employee exposure to hazardous substances or agents (e.g. noise, dust, etc.) in order to determine the effectiveness of control measures;
- Incident Reporting and Investigation procedures describing the protocols to be followed with regard to incident reporting, recording, investigation and analysis;
- Non-conformance and Action Management procedures concerning the management of corrective actions;
- Performance Assessment and Auditing procedures concerning health and safety performance reporting, monthly internal audits to assess compliance with the project health and safety requirements, and daily site health and safety inspections; and
- Details concerning the Management Review process followed to assess the effectiveness of health and safety management efforts.

6.3.4. Site Supervision

- 6.3.4.1. The *Contractor* shall comply with OH&S Act – Section 8, 9, 13 and 16 and the Construction Regulations 2014.
- 6.3.4.2. The *Contractor* must nominate and appoint a responsible person on site to whom the *Project Manager* may refer in connection with the *Works*. Persons are nominated for all shifts worked or whilst any activity relating to the Contract is being performed on site, and must have the authority to bind the *Contractor* with respect to the Contract. [OH&S Act - 16 Sections (2)].
- 6.3.4.3. The *Contractor* must ensure that the performance of all specified *Works* is supervised throughout by a sufficient number of qualified and competent appointed representatives of the *Contractor*, who have experience in the type of work specified. [OH&S Act – Construction Reg. 8 (1) and 8 (2)]
- 6.3.4.4. **Note:** No work may commence and or continue without supervisory Appointees present on site. The *Contractor's* Site Supervisor must be equipped with a mobile telephone with message bank and/or pager or an equivalent communication device so that communication throughout the Contract can be maintained at all times.
- 6.3.4.5. The *Contractor's* Site Supervisor must provide a list of names and contact telephone numbers of all *Contractors* and Sub-Contractor's contact persons on Site. This list is updated as a new *Contractor* or Sub-Contractor employee commences on Site.
- 6.3.4.6. The *Contractor's* Site Supervisor must keep a record of all employees, including date of induction, relevant skills and licences, and be able to produce this list at the request of the *Supervisor*.
- 6.3.4.7. The *Contractor's* Site Supervisor must complete manning sheets describing the day's activities, labour numbers and classifications and issue these to the *Supervisor* prior to 9.00 am on a daily basis.
- 6.3.4.8. The *Project Manager's* Site Safety Representative is notified of any new starter with evidence of induction and site-specific induction prior to commencement of work.



6.3.5. **Contractor's Health and Safety Manager**

6.3.5.1. The *Contractor's* Health and Safety Manager specific tasks are

- Design the health and safety management systems specific to the need of the project, organisational and specific construction project management system.
- Facilitate and coordinate the preparation of a site-specific construction health and safety plan.
- Manage the process for the assessments and approval of sub-contractors' health and safety plan in line to the Client requirements.
- Facilitate monthly health and safety meetings.
- Ensure identification of the hazards and risks relevant to the construction project through regular coordinated site inspections.
- Attend and participate in all project meetings
- Use of trends analysis to identify systems deficiencies and incident trends, outline relevant improvements
- Manage the necessary changes to the health and safety plans
- Manage the reporting and investigation of project related incidents
- Manage and maintain health and safety and communication structures and systems, distribution of health and safety specific documents to contractors
- Monitor, measure and report on health and safety system performance through facilitating compliance health and safety audits
- Analysing of audit results and trends to ensure continual improvement
- Evaluate the levels of compliance of *Contractors* to the project health and safety plan and Transnet National Port Authority site specific health and safety specifications.
- Manage and evaluate processes for reporting of non-compliance issues and implementation of identified appropriate corrective and preventative action
- Manage site health and safety during defects liability period
- Prepare a health and safety close-out report as per Client requirements and submit both hard and soft copies to the *Project Manager* on completion of the project.

6.3.5.2. Health and Safety Manager must be in possession of a minimum qualification Bachelor's Degree or National Diploma in Safety Management/ Environmental Health/ Risk Management, have at least 8 years relevant experience in construction projects and be registered with SACPCMP as



CHSM, to be allowed to practise construction safety in Transnet National Port Authority managed projects.

6.3.5.3. Before placing a Health and Safety Manager on the project site(s), the *Contractor* must forward a copy of the person's CV to the nominated project management representative or to the TNPA Stream Health and Safety Representative for review and acceptance. A proposed candidate may be rejected should he/she not meet the experience and / or qualification requirements, or due to poor work performance on previous projects.

6.3.6. **Contractor's Safety Officer**

6.3.6.1. The *Contractor* must appoint a full-time Health and Safety Officer for the duration of the contract that is registered with the SACPCMP (The South African Council for Project Construction Management Professions) as a CHSO. If more than 100 employees are deployed on the project site(s) (directly or through sub-contractors), at least two full-time Health and Safety Officers must be appointed, with an additional Health and Safety Officer appointed for every 100 additional employees thereafter.

6.3.6.2. The Health and Safety Officer must be on site when work commences at the start of the day and must remain on site until all activities for that day (including the activities of sub-contractors) have been completed. A Health and Safety Officer must be present during all shifts, so if work is carried out over more than one shift per day, the *Contractor* must make provision for an additional Health and Safety Officer.

6.3.6.3. Each *Contractor's* Health and Safety Officer shall be responsible for:

- Reviewing all applicable legal and project health and safety requirements and providing guidance to *Contractor* and sub-contractor personnel (particularly the *Contractor's* Project Manager) to help ensure compliance at all times;
- Assisting with the implementation of effective hazard identification and risk management processes for all work to be carried out by the *Contractor*;
- Participating in the Baseline Risk Assessment for the *Contractor's* scope of work (prior to site establishment) and ensuring that identified control measures are implemented;
- Participating in all Task-Based Risk Assessments conducted for the work to be carried out by the *Contractor* and ensuring that identified control measures are implemented;
- Conducting *Contractor's* health and safety induction training for all *Contractors* and sub-contractors personnel;
- Compiling and maintaining all health and safety related documents and records required of the *Contractor*;
- Communicating relevant health and safety information to *Contractor* and sub-contractor personnel (e.g. incidents and lessons learnt, leading practices, hazards, risks and control measures, etc.);



- Carrying out Safety Observations and Coaching (one per day);
- Evaluating (on a daily basis) the content of the Daily Safe Task Instructions (DSTI's) conducted by the *Contractor's* appointed supervisors, and attending at least one DSTI each day;
- Attending monthly *Contractor* and Site Health and Safety Meetings;
- Assisting with the implementation of the *Contractor's* Health and Safety Management Plan and associated Safe Work Procedures;
- Carrying out Planned Task Observations on an ad hoc basis;
- Assisting with the implementation, testing and maintenance of an effective Emergency Response Plan for all Contractor and sub-contractor activities;
- Responding to workplace incidents (as appropriate);
- Participating in incident investigations;
- Maintaining accurate health and safety statistics (for the *Contractor* and all sub-contractors), and compiling health and safety performance reports as required;
- Auditing the health and safety management system and workplace activities of the *Contractor* and each sub-contractor on a monthly basis to assess compliance with the project health and safety requirements; and
- Tracking and reporting on the implementation of corrective actions (arising from incident investigations, audits, inspections, etc.).
- The *Contractor* must ensure that they have made adequate provision of safety officers as per the works information works packages i.e. (construction of mechanical and electrical works) Health and Safety Officer is adequately equipped to enable him to perform his duties effectively. Each Health and Safety Officer must be provided with the following:
 - A computer with access to all necessary systems, including access to e-mail and the internet;
 - A mobile telephone on contract or with adequate pre-paid airtime; and
 - A vehicle where required or instructed by a nominated project management representative (depending on the size and location of the project site(s)).
 - A Health and Safety Officer must be computer literate, fluent in English, and must have the following minimum qualifications, training and experience:
 - At least 5 years' experience as a Health and Safety Officer on construction projects;
 - SAMTRAC or an equivalent training course as a minimum qualification;



- Experience and appropriate training with regard to implementing and maintaining a health and safety management system compliant with national legislation or an international standard;
- Experience and appropriate training with regard to construction related hazard identification and risk management processes;
- Competence, experience and relevant training with regard to incident investigation procedures and causation analysis;
- Health and safety auditing experience and training;
- A valid First Aid certificate of competency;
- Fire prevention and protection training; and
- A valid Driving Licence (light motor vehicle).
- Registered as a Health and Safety Officer or Health and Safety Manager with SACPCMP depending on the size of the project and on the risk.

6.3.6.4. Before placing a Health and Safety Officer on the project site(s), the *Contractor* must forward a copy of the person's CV to the nominated project management representative or to the Programme Health and Safety manager for review and acceptance. A proposed candidate may be rejected should he not meet the experience and/or qualification requirements, or due to poor work performance on previous projects.

6.3.7. **Contractor's Safety Manual**

6.3.7.1. The *Contractor* must provide a hard copy of its safety manual, policies and procedures to the *Project Manager* for acceptance prior to the commencement of any site work. The *Contractor* must ensure that his personnel, at all times, strictly observe and comply with the procedures set out therein. The *Project Manager* or the *Project Manager's* nominated Representative may from time to time request safety procedures applicable to the area of operations. The *Contractor* must forward to the *Project Manager* any updates or revisions to its safety manuals, policies or procedures as soon as practicable following revision or update.

6.3.7.2. The *Project Manager* may require the *Contractor* from time to time to supplement its safety manual, policies and procedures with guidelines and/or operating standards provided to the *Contractor* by the *Project Manager*. The *Contractor* must comply with such requests where the request is consistent with the requirements of the Contract. The *Contractor* must give prompt written notice to the *Project Manager* of any objection to the requested supplement, including the reasons for objection. The *Project Manager's* rights under this Clause are not intended, and must not be construed, to relieve the *Contractor* from any obligations to ensure compliance with all provisions of this Contract.

6.3.8. **Performance Measurement and Reporting**

a) **Health and Safety Statistics**



The *Contractor* and each of its Sub-contractors must complete and submit Health and Safety statistics to the *Project Manager* or the *Project Manager's* nominated representative, or as amended by the *Project Manager*, before mid-day on the Friday of each week. The *Contractor* must submit monthly Health & Safety Statistics before mid-day on the last day of each month to the *Project Manager's* nominated representative.

b) Safety Management Records

The *Contractor* must submit to the *Project Manager* for acceptance a schedule of the specific Health and Safety records it intends to maintain for the Contract. As a minimum, such records are as specified by applicable legislation. Copies are provided to the *Project Manager* or the *Project Manager's* nominated Representative if requested.

c) Field Technical/Safety Audit by the *Project Manager*

The *Project Manager* or the *Project Manager's* nominated Representative has the right to conduct audits/inspections of the Consultant, Professional Service Provider (PSP) and *Contractor* Safety Management Plan implementation, operations, equipment, emergency procedures, etc., at any time, and the *Contractor* must fully cooperate with the *Project Manager* or the *Project Manager's* nominated Representative during such audits/inspections. The *Project Manager's* rights under this clause does not, must not and will not relieve the Consultant, Professional Service Provider (PSP) and *Contractor* of its own obligations to conduct audits and reviews of its own Health and Safety performance.

Where such audits/inspections reveal deficiencies in the *Contractor* procedures, drills, training or equipment, or non-conformities with the *Contractor* accepted project Safety Management Plan, of a minor nature (Risk Rating of 6 or less), the *Contractor* must investigate the cause of the nonconformity and initiate corrective and preventive action to rectify such deficiencies and non-conformities and prevent recurrence as soon as practicable.

Where such audits/inspections reveal deficiencies of a major nature (Risk rating of 7 or greater), the *Contractor* must **stop** work on the operation/activity concerned, immediately investigate the cause of the nonconformity, and initiate corrective actions to rectify such deficiencies and non-conformities and to prevent recurrence. These corrective action plans are submitted to the *Project Manager* for review and comment within 24 hours of the audit finding. This will not qualify as a Compensation Event for extension of time and/or cost.

Where such deficiencies include an unsafe practice or a breach of the statutory or the Contract's requirements, the *Project Manager* or the *Project Manager's* nominated Representative may in accordance with the General Conditions of Contract **suspend** the work associated with the unsafe practice or breach until the deficiency is rectified. This will not qualify as a Compensation Event for extension of time and/or cost.

The *Project Manager* or the *Project Manager's* nominated Representative will establish a schedule of regular field safety audits which will be based on an audit tool aligned to the



Contractor Safety Management Plan and site operations and activities. The *Contractor* audit conformance will be assessed as a percentage and where conformance is better than 90% it will be considered satisfactory and the *Contractor* must develop and implement an action plan within 4 weeks, to be reviewed at the next regular audit. Where the *Contractor* level of conformance is between 75 – 90%, a corrective action plan will be required to be developed and implemented within 2 weeks, and a follow up audit will be carried out. Where the *Contractor* conformance is less than 75% the *Contractor* must **stop** work until an investigation of the cause/s has been completed and corrective actions have been developed and implemented by the *Contractor*.

The *Contractor* must provide to the *Project Manager* or the *Project Manager's* nominated Representative, at a time to be agreed, but not to exceed monthly intervals, a regular status report on all outstanding corrective actions until they are successfully closed out.

d) Unsafe Act/Condition Auditing

The *Contractor* must implement a system to recognize, correct, and report unsafe acts/conditions (Unsafe Act/Condition Auditing) associated with all Site activities.

All such observations must be recorded and delivered to the TNPA Health and Safety Manager.

6.3.9. Involvement, Communication and Motivation

6.3.9.1. The *Contractor* and subcontractor's workforce must, through their supervision, safety notice boards, toolbox meetings and daily pre-start meetings be kept aware of safety related matters.

a) Safety Meetings

The *Contractor* must implement and comply with OH&S Act, Section 19

The *Contractor* must conduct weekly safety meetings with his employees to foster safety awareness. Copies of minutes and action items arising from such Toolbox meetings is submitted or otherwise made available for review by the *Project Manager* or the *Project Manager's* nominated Representative.

Such meetings should at least address:

- Accident / safety incidents
- Hazardous conditions
- Hazardous materials / substances
- Work procedures
- Protective clothing / equipment
- Housekeeping
- General safety topics
- Job or work look-ahead issues



- Safety statistics
- Significant Safety Occurrences (SSO)

The *Contractor* must conduct at least one formal safety meeting per month and must maintain appropriate records of attendance and meeting content. Such records are made available to the *Project Manager's* Representative. In addition to Daily Safe Task Instructions, the *Contractor* must conduct at least weekly "tool box" meetings to discuss safety issues and procedures.

b) Pre Start Safety Briefings

The *Contractor* must hold documented Daily Safe Task Instructions with each work team before the start of each shift. Attendance records and brief topic notes is kept for auditing and record purposes.

c) Safety Review Meetings

The *Contractor* Site Manager and a Site Safety Representative must take part in weekly safety review meetings between the *Contractor* and the *Project Manager* or the *Project Manager's* nominated Representative.

The *Contractor* must attend all project safety meetings as outlined in the Project Safety Management Plan.

d) Site Safety Review Committee (SSRC)

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

e) Job Safety Analysis (JSA)

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

f) Lines of Communication

The following personnel act on behalf of the *Project Manager* and may communicate directly with the *Contractor* and his key persons with respect to the SMP:

- Construction Manager (CM)
- Project Site Safety Manager (PSSM)

6.3.10. Roles and responsibilities

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



a) Construction Manager

The CM is responsible registered with SACPCMP as Professional Construction Manager (in the context of the SMP only) for health and safety on the Site and Working Areas and reports to the *Project Manager*.

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

- Implement the safety management system
- Monitor compliance to the established safety management system
- Ensure risk is at an acceptable level
- Ensure *Contractor* Construction Management Team are competent to provide for:
 - Planning, organisation, leadership and control
 - Particular technical competencies for critical work
 - Supervision and control on each shift
- Regular monitoring and assessment
- Workplace inspections

b) Project Site Safety Manager (PSSM)

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

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

Define, in accordance with the Health and Safety Surveillance Plan (HSSP), the:

- Safety program (instructions, training, meetings, inspections, incentive)
- Health and medical program
- Checks that *Contractor's* have issued their Health and Safety plans, PPSPS and procedures before the beginning of work
- Organizes safety awareness campaigns
- Promotes communication on all health and safety matters (awards, incentives, meeting/inspections/audits reports)
- Checks conformance of equipment to technical requirements and regulations.
- Issues and address the site EHS activities reports
- Promotes everybody's best efforts to keep accident frequency and severity ratios at their lowest level



- Promotes a proper and continuous housekeeping of plant and temporary facilities in order to create the most suitable conditions for workers to work and to be encouraged to follow HSE requirements
- Conducts worksite EHS walks with all *Contractors*, and directs appropriate corrective actions
- Monitors that all factors likely to improve health and safety are taken into consideration, particularly those which lead to:
 - Promoting personnel protection as an absolute requisite
 - Investigating, identifying and neutralizing potential hazards
 - Close coordination with all parties involved in construction in order to avoid overcrowded areas and dangerous operations
 - Thorough preparation of work critical phases
 - Close contacts to local EHS authorities
 - Continuous follow-up in order to correct immediately unsafe acts and situations
- In case of accident, he takes actions necessary to:
 - Initiate quick interventions of the emergency means.
 - Check that first aid and evacuation of injured persons are properly carried out.
 - Obtain a clear accident report from the sub-contractor concerned.
 - Report immediately to the Construction Manager.
 - Investigate to identify the root causes of all incident and near misses.

6.3.11. Commissioning Safety Study

6.3.11.1. The *Project Manager*, through his Construction Management Team, will facilitate and coordinate a formal Commissioning Safety Study and ensure that required procedures are prepared prior to the commencement of the commissioning phase.

6.3.11.2. The Commissioning Safety Study will provide a final checkpoint for the completed work and is part of the process for ensuring that all necessary actions have been completed. The elements to be considered include:

- Mechanical and electrical integrity systems are in place (e.g. equipment tests and inspections of critical equipment, quality control procedures, etc.) which will confirm that construction, equipment and materials are in accordance with design specifications
- Formal hazard analyses for pre-commissioning and commissioning activities have been completed, appropriately documented and communicated, and are available to all personnel.



- Punch-list work has been sufficiently completed so that installations are safe to apply hazardous energy.
- Documentation relevant to any modifications has been created/updated.
- Safe operating, maintenance and emergency procedures are in place.
- Operating and maintenance manuals are available and training of commissioning employees has been completed.
- Red Line drawings are available.
- A Commissioning Permit (to apply hazardous energy) is developed and implemented.
- The *Project Manager* will ensure that after commissioning there is a formal documented hand over to operations and maintenance personnel and others who will be impacted by hazards that have been identified during project activities. This will involve communication of any changes to the process hazards, procedures and operating philosophy. Safe systems of work will be established and updated throughout the Project. Safe systems of work will be subject to on-going review to ensure their effectiveness. Site-wide Permits to Work will be used as the basis of safe systems of work for specified hazardous activities.

6.3.12. **Working at Night** (Not permitted. Only applies on approval by the *Project Manager*)

6.3.12.1. A site specific health and safety management plan should be well documented and structured so that both employers and employees can benefit from its use. The following are recommended components of a safety management plan for night time works.

a) **Site personnel responsibility**

It should be determined and stated clearly in the site specific health and safety management plan the responsibility of each individual at construction site for night time works. *Project Manager*, Engineers, Designers, Safety Officer and Site Supervisors as well as workers each have their specific responsibility to make sure the highest level of priority are given towards safety and health issues.

The *Contractor* must ensure adequate provision of safety officer personnel are present whenever working at night activities are taking place.

b) **Permission to work at night**

The *Contractor* shall apply in writing for permission to work at night and should be obtained from the relevant authority in this case TNPA *Project Manager*, before construction works at night is carried out. The *Contractors* should submit their application for work at night permit to TNPA Client representative and it is advisable to follow all requirements enforced by the authority to executing night time construction works. It is recommended that TNPA representative should also notified TNPA responsible personnel about intended night shift work.



c) **Housekeeping**

Accidents can occur as a result of poor housekeeping. Hazards at construction site are the same for both day and night shift while the risks of injury are much higher during night works because of the inherent poor illumination. It is essential that the workplace is kept clean and tidy to ensure safety and prevent accidents.

d) **Emergency Preparedness and Response (EPR)**

Contractor should develop and implement the EPR that is specifically night time environment and submit for approval before work at night is carried out. A well-established EPR can help both *Contractors* and employees to prepare; response and recover should a disaster occurs.

e) **Public safety**

When construction works involves public area, it is important to make sure the safety of the public. The *Contractor* must consider the following when planning for night time work; identify the hazards for example construction vehicle movement or too much glare from lighting equipment and plan for vehicular movement to not interrupt peak hours and make sure adequate supervision is provided for such movement.

Contractor must provide sufficient signage to warn the public and put barriers at a safe distance to keep the public away.

Set up a safe walk ways where it is unavoidable to work near or in public vicinity.

Arrange noisy equipment or machinery at farthest point from the public or adopt an engineering control to reduce the noise.

When overhead crane is operating near the public, clear off the area and make sure adequate supervision is in place.

Schedule for daily cleaning of the adjacent public road and filling up holes as well as uneven surfaces.

f) **Types of Risks and factors affecting night time work.**

In order to decide when to conduct night time work, factors (parameters) affecting night time work must be identified. The *Contractor* must ensure the following factors are identified:

- Risk
- Illumination
- Nuisances
- Productivity
- Cost
- Safety



The *Contractor* must ensure that they implement the following step in an effective risk management program as to identify possible risks. Specific concerns related to night time work zones include poor visibility and work quality, staffing issues, unwanted noise and glare, decreased worker and driver alertness, impaired drivers, higher vehicle speeds, increased labour costs, materials and traffic control, and problems in logistics and supervision. These risks are categorized broadly as safety, cost/production and schedule, quality, organizational relationships, technical, construction, economic, and environmental.

g) Risk

Night time construction introduces numerous risks to a construction project. One clear set of examples is driver and worker fatigue and reduced visibility, which are factors that could increase safety risks. Other major factors contributing to the risks of night time work are human factors such as sleep, stress, work, social or domestic issues, and psychological characteristics, such as appetite and safety. Additional factors associated with the risks of night time construction work zones are reduced work space for machinery and equipment movement, inadequate lighting, high speed of traffic during the night, and long working hours. Working at night does not supersede the requirements of TNPA Project Health and Safety Specification (HAS-SP-01) that enforces compliance during day shift.

h) Document Control

All safety documents shall comply with the Project Document Control Procedures.

6.4. Environmental Constraints and Management

- 6.4.1. The *Contractor* shall comply with the following environmental requirements during the Upgrade Water Reticulation Project in the Port of Richards Bay.
- 6.4.2. The *Contractor* shall at all times, comply with all relevant statutes relating to various aspects of Environmental Management as well as associated regulations that will include but not limited to the NEMA (National Environmental Management Act, Act 107 of 1998), Specific Environmental Management Acts such as the National Environmental Management Waste Act 59 of 2008, National Environmental Management Biodiversity Act 10 of 2004, Protected Areas Act 57 of 2003 as well as the Integrated Coastal Management Act 24 of 2008 and Sectoral Specific legislation such as the National Water Act, Act 36 of 1998 and the National Heritage Resources Act, Act 25 of 1999.
- 6.4.3. All work shall be undertaken according to the relevant Environmental Authorisations/Permits; Transnet Governance Framework, the *Contractor* shall conform to the following:
 - Environmental Authorisation (EA) Ref no: 14/12/16/3/3/1/1701.
 - Environmental Management Programme (EMPR) for the project, prepared by Exigent, dated August 2023.
 - General Authorisation (GA) in terms of Section 21 (c) & (i) of the National Water Act (Act 29 of 2006).
 - Transnet Integrated Management System (TIMS) Policy Commitment Statement.



- Transnet Standard Operating Procedure for Construction Environmental Management (SOP CEM) 009-TCC-CLO-SUS-11386 Rev 1.0.
- Transnet Contractor Environmental and Sustainability Specification Guidelines (CESS) TRN-IMS-GRP-GDL-014.4 Rev 3.0.

- 6.4.4. The *Contractor* shall ensure that all authorisations, permits and licence conditions, are implemented and complied with for the duration of the contract.
- 6.4.5. The *Contractor* performs the works and all construction activities within the site and working areas having due regard to the environment and to environmental management practices as outlined in the documents listed in section 6.4.2 above and the Project Environmental Specification (PES).
- 6.4.6. The SOP CEM describes the main roles and responsibilities of the project team with respect to environmental management.
- 6.4.7. The CESS Guidelines describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the *Contractor* observes and complies.
- 6.4.8. The PES describes the specific environmental standards applicable to the works (the site and the working areas) as required by the relevant project environmental authorisations and is supplementary to the CESS Guidelines.
- 6.4.9. The above requirements shall be applicable to the main *Contractor*, its Subcontractors, Service providers and Suppliers.
- 6.4.10. The *Contractor* must sign the Declaration of Understanding (DOU) as a commitment to abide with the EA; EMPR and Transnet's Environmental Governance Framework.
- 6.4.11. The *Contractor* must make a sufficient budget provision to meet all the project environmental management requirements for the duration of the contract including the rehabilitation phase, i.e. twelve (12) months post Completion Date.
- 6.4.12. The *Contractor* must appoint a fulltime Environmental Officer (EO) to monitor and manage compliance with relevant environmental specifications, guidelines and all applicable environmental legislation. The EO must as a minimum have at least 3 year's work experience in environmental management in the construction projects. The roles and responsibilities of the *Contractor's* EO are stated in SOP CEM.
- 6.4.13. The *Contractor* will be required to submit an Environmental File to the *Employer* post tender award for review and approval. Detailed requirements such as Audits dates, deadlines etc. from the *Employer* will be made known on award of the contract. Environmental Site Access Certificate will **not** be granted until the Environmental File has been approved by the *Employer's* Environmental Resource. **NB:** Delays resulting from late submission by *Contractor* of the Environmental File to the *Employer* is **not** a compensation event.
- 6.4.14. The *Contractor* shall identify the categories of environmental impacts that will occur as a result of his activities and accordingly prepare separate method statements describing how each of these impacts will be prevented or managed so that the conditions of the EA, EMPR and standards set out in the SOP CEM document are achieved. The method statements will be prepared in accordance with the requirements set out in the CESS Guidelines. These method statements shall form part of the Environmental File. The *Contractor* shall ensure that his management,



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

- 6.4.15. Method statements need to be compiled by the *Contractor* throughout the construction and commissioning phase of the project. These Method Statements must be approved by the *Employer* Construction Manager and *Employer* Project Environmental Resource. Approval must at least be two weeks prior to the proposed commencement of the activity. Emergency construction activity method statements may also be required. The activities requiring method statements cannot commence if they have not been approved by the *Employer*.
- 6.4.16. Where the *Contractor* was negligent and caused any form of pollution, the damages shall be rectified at the *Contractor's* cost.
- 6.4.17. The *Contractor* shall be responsible for rehabilitating and cleaning all areas to the satisfaction of the *Employer* as detailed in the EA; EMPR; SOP CEM and CESS Guidelines.

6.5. Quality Assurance Requirements

- 6.5.1. The *Contractor* shall ensure that all contractual deliverables required to be executed and completed are given due consideration to meet the client's Technical Specifications, Drawings and General Quality Requirements for Contractors and Suppliers (**TNPA-QUAL-REQ-14.1**).
- 6.5.2. The *Contractor's* Quality Management System (QMS) shall conform with the requirements of ISO 9001:2015 to ensure and demonstrate that material, workmanship, procedures, and services conform to the specified requirements.
- 6.5.3. The *Contractor* submits his Quality documents to the *Employer* as part of his programme under ECC Clause 31.2 to include details of:
- Quality Manual that is aligned to ISO 9001:2015 QMS requirements.
 - Quality Policy that is aligned to ISO 9001:2015 requirements.
 - The Project Quality Plan for the contract SHALL cover project scope and be aligned to TNPA-QUAL-REQ-14.1 General Quality Requirements for Contractors and Suppliers.
 - CV of Quality Officer supplemented by Quality diploma / Technical diploma and ISO 9001:2015 Quality Management System training certificates (Implementation of QMS and Internal Auditing). The Quality Officer MUST have a minimum of 3 years' quality experience in similar projects.
 - Quality Control Plan MUST cover all Engineering disciplines and clearly identify all inspection, test, verification requirements to meet contractual obligations, specification and drawings as required by the project scope.

6.5.4. Project Quality Plan



The Project Quality Plan (PQP) shall outline the quality strategy, methodology, quality resource allocation, Quality Assurance and Quality Control co-ordination activities to ensure that the scope meet the standards stated in the Scope Information.

The *Contractor's* PQP shall provide a description of how documents provided by the *Employer* to the *Contractor* are to be managed. 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.

The *Employer* indicates those documents required to be submitted for information, review or acceptance and the *Contractor* indicates such requirements within his register of documents.

The register shall indicate the dates of issue of the documents with the *Employer* responding to documents submitted by the *Contractor* for review or acceptance within the period for reply prior to such documents being used by the *Contractor*.

6.5.5. **Quality Manual**

A copy of the *Contractor's* Quality Manual will be requested for review by the *Employer* followed, by a Quality Management Systems (QMS) audit at the *Contractor's* Head Office to obtain evidence that a satisfactory quality management system is being maintained.

6.5.6. **Quality Officer**

The *Contractor* shall nominate a suitably experienced quality representative as referenced on item 6.5.3 above. The Quality representative will be responsible to ensure that the PQP requirements are implemented on Site. The *Contractor* shall submit the CV and qualifications / certificates of his nominated quality representative for the *Project Manager's* review and acceptance.

6.5.7. **Quality Control Plan**

The *Contractor* shall provide Quality Control Plans (Inspection and Test Plans) specifying his proposed quality control activities for the entire scope of supply and scope of works. The Quality Control Plans (QCP) shall reference the procedures, codes and standards which apply to the listed activities, the acceptance criteria, the records to be produced and similarly it shall incorporate all Sub-contractors and supplier's activities. The Quality Control Plans shall be prepared in the Contractors / Suppliers standard format.

Deviations from these Quality Control Plans may only be permitted following acceptance in writing by the *Project Manager* and/or the appointed Third-Party Inspection Authority.

The *Contractor* shall not undertake any work in advance of the review and acceptance of the Quality Control Plans without the written consent of *Employer* or *Employer's* representative.

During the review of the Quality Control Plans / Inspection and Test Plans, Inspection and Test intervention points will be included by *Employer* or *Employer's* representative and, where applicable, the Third-Party Inspection Authority to indicate their intended monitoring during manufacturing, fabrication, and installation.



6.6. Programming Constraints

- 6.6.1. 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.
- 6.6.2. 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.
- 6.6.3. The *Contractor* submits his programme which outlines key interfaces, sequencing of works as well as tie-ins (water shut) when he submits his first programme. The *Contractor's* programme is subject to change as to allow for interfacing of multiple contractors as well as access and availability restrictions. It is expected that the *Contractor* allows sufficient Time Risk Allowances and/or plans concurrent works so as not to hinder progress should change occur. Should the *Contractor* not be able to comply with his Programme, formal communication should be raised as per the communication methods outlined in the contract.
- 6.6.4. 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*.
- 6.6.5. 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.
- 6.6.6. 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.
- 6.6.7. The climate is sub-tropical and rainfall figures for Richards Bay based on historical data (period 1991 - 2002) obtained from the South African Weather Service, Private Bag X097, Pretoria, 0001 are summarised in the table below table:

Month	Average Precipitation in mm	Average Number of Days with Precipitation of					
		1.0mm	5.1mm	10.1mm	20.1mm	50.1mm	100.1mm
		to 5.0mm	to 10.0mm	to 20.0mm	to 50.0mm	to 100mm	to 900mm
Jan	176.1	2.9	2.8	1.6	2.1	0.4	0.2
Feb	133.3	3.9	1.5	2.0	1.8	0.3	0.1



Mar	226.4	3.8	2.2	1.8	2.0	0.3	0.5
April	127.0	3.3	1.4	1.4	1.8	0.5	0.0
May	67.8	2.5	1.4	1.5	0.6	0.1	0.0
Jun	70.3	1.9	1.4	1.1	0.6	0.3	0.0
Jul	117.4	2.9	1.1	1.1	1.0	0.8	0.0
Aug	46.5	2.6	0.8	0.8	0.4	0.1	0.0
Sept	97.1	2.8	0.7	1.0	1.4	0.2	0.1
Oct	126.0	5.3	3.0	2.0	0.7	0.1	0.1
Nov	190.5	4.0	2.6	2.2	1.5	0.4	0.3
Dec	115.5	5.1	2.1	2.0	1.1	0.3	0.0
TOTAL	1493.9	41.0	21.0	18.5	15.0	3.8	1.3

Table: Richards Bay average annual rainfall trends

- 6.6.8. It is incumbent upon the *Contractor* to submit a level 4 schedule/programme clearly showing the project duration and critical path for approval within 14 days of the award of this contract. The schedule/programme is to be discussed and agreed between the *Contractor* and Sub-*Contractor's* prior to submission, this must be subject to discussion and review by the *Project Manager*. No claim for an extension of time or acceleration must be entertained by *Project Manager* due to any failure of the *Contractor* and Sub-*Contractor(s)* to accommodate one another.
- 6.6.9. The *Contractor* must submit his programme within the time stated (14 days) above, to the *Project Manager* for acceptance. The programme must be in the form of a bar chart or any other time-activity form acceptable to the *Project Manager* and must clearly show:
- The proposed rate of progress in order to complete the Works within the required period as tendered, showing the various activities, their durations and proposed re-sourcing levels (major plant and labour) for each element of the Works. Sufficient detail must be provided to enable the *Project Manager* to be able to gauge construction progress.
 - The sequence of activities and any dependencies (time or resource related) between them.
 - The critical path activities.
 - Key dates/information, etc. in respect of work to be carried out or to be provided by others.
 - The anticipated value of work to be done during each month i.e. monthly cash flows.
 - Other information specifically required by the *Project Manager*.
 - The *Contractor* shows on each revised programme he submits to the *Project Manager* a resource histogram showing planned versus actual progress, deviations from the accepted Programme and any other remedial actions proposed by the *Contractor*.



- The *Contractor* must submit programme report information to the *Project Manager* at mutually agreed intervals in addition to the intervals for submission of revised programmes.
- All activities, including establishment on site, trimming, finishing and the completion of all minor ancillary works are to be included in the programme.

6.6.10. The *Contractor's* monthly programme narrative report includes:

- Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted Programme.
- Two-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.
- S-curves – reflecting the actual percentage complete versus the planned percentage for the overall contract.
- Detailed progress report
- Details of activities running late, indicating what steps have been or must be taken to ensure that the work is completed within the specified time.
- A report on all labour, plant and materials on site.

6.6.11. When drawing up the programme, the *Contractor* must, inter alia, take into consideration and make allowance for:

- Expected weather conditions and their effects.
- Known physical conditions or artificial obstructions.
- The accommodation and safeguarding of public, traffic and *Employer's* assets.
- Dealing with, altering, and installing services.
- The reasonable requirements and programmes of the *Employer*.
- All other actions required in terms of this contract.

6.6.12. The following details must be submitted together with the programme:

- The number of working hours per day, working days per week, assumed holiday or shut down periods on which the programme is based.
- The overall labour and major plant resource levels on which the programme is based.
- The detailed Traffic Management Plan during Installation, Testing and Commission.

6.6.13. The *Contractor* must base his initial programme of work on the scope of work as described in the works information, project specification and the Bill of Quantities / Activity Schedule. This programme must be reviewed on a regular basis by the *Contractor* in accordance with changing circumstances, delays and amendments to the work ordered by the *Project Manager*.

6.6.14. Minor revisions to the accepted programme may be introduced from time to time by mutual agreement between the *Contractor* and the *Project Manager*. Should there be any major revision required in the programme, this can only be implemented through a written instruction to the *Contractor* by the *Project Manager* and subsequently a revised programme must be submitted within two weeks of receipt of such an instruction.

6.6.15. It should be noted that it is in the *Contractor's* interest to provide a comprehensive programme giving as much information as possible about the times allowed for the various activities as well



as resources or other limitations affecting the programme, since the accepted programme may be used to evaluate any claims in terms of the general conditions of contract for extensions of time.

- 6.6.16. Acceptance of the programme merely constitutes an acknowledgement by the *Project Manager* that the Accepted Programme represents a contractually compliant, realistic and achievable depiction of the *Contractor's* intended sequence and timing of construction of the works.
- 6.6.17. Acceptance of the programme does not relieve the *Contractor* of his duties in the terms of the contract obligations.
- 6.6.18. Acceptance does not turn the *Contractor's* programme into a contract document or mandate that the works should be constructed exactly as set out in the Accepted Programme.
- 6.6.19. The *Contractor* must submit to the *Project Manager*, at least 5 working days or as required before each monthly site meeting copies of the following:
 - The contract programme with progress charts and programme graphs updated to reflect the planned versus actual progress to date.
 - The *Contractor* shall update the program and supply the progress reports to show actual and expected progress compared to the latest agreed Accepted Program. Progress information may be verified by the *Project Manager* at any stage.
 - A summary of progress on site over the month preceding the site meeting. The report must be in the form of a detailed narrative to the contract programme.
 - Details of activities running late, indicating what steps have been or must be taken to ensure that the work is completed within the specified time.
 - Critical action items (Top 10)
 - Key Risks (Top 10)
 - A report on all labour, plant and materials on site.
- 6.6.20. Others (will be advised after award) will operate on site during the course of the contract.

6.7. Contractor's Management, Supervision and Key People

- 6.7.1. The *Contractor* must make an adequate, experienced and stable project team available for the duration of the contract. Every effort must be exercised by the *Contractor* to minimise the replacement of project team members to ensure optimum contract management continuity and efficiency.
- 6.7.2. The *Contractor* must provide as much evidence as possible to unequivocally demonstrate that the incumbents completely satisfy their relevant requirements.
- 6.7.3. The *Contractor* must, throughout the duration of the Contract, employ Key Personnel on a full-time basis who are fully qualified, experienced, and competent in the relevant scope of work, specifically in water reticulation networks and bulk water pipelines. These Key Personnel must be delegated with sufficient authority to manage the Contract effectively and efficiently, including but not limited to:

a) Contracts/Project Manager X 1

- The Contracts/Project Manager must have as a minimum, Bachelor's Degree in Civil



Engineering/Built Environment excluding Property Evaluation with more than Five (>5) years post qualification experience, or National Diploma in Civil Engineering/Built Environment excluding Property Evaluation with more than Seven (>7) years post qualification experience, and a valid professional registration with SACPMP in the Pr. CM/Pr. CPM category or ECSA in the Pr. Eng./Pr. Tech. Eng/Pr. Techni. Eng. Category.

- The incumbent must be able to demonstrate that he/she has at least more than five (5) years of experience working with the NEC3 Engineering and Construction Contract and has developed the necessary competencies and skills required to correctly understand, practically apply, and effectively manage the aspects of the NEC3 Engineering and Construction Contract Option chosen for this contract.

b) Construction Manager X 1,

- The Construction Manager must have as a minimum, Bachelor's Degree in Civil Engineering/Built Environment excluding Property Evaluation with more than Five (>5) years post qualification experience, and a valid professional registration with SACPMP in the Pr. CM/Pr. CPM category or ECSA in the Pr. Eng./Pr. Tech. Eng Category.
- The incumbent must be able to demonstrate that he/she has at least more than five (5) years of experience working with the NEC3 Engineering and Construction Contract and has developed the necessary competencies and skills required to correctly understand, practically apply, and effectively manage the aspects of the NEC3 Engineering and Construction Contract Option chosen for this contract.

c) Construction Supervisor X 1

- Construction Supervisor must have as a minimum, Bachelor's Degree in Civil Engineering/Built Environment excluding Property Evaluation with more than Four (>4) years post qualification experience, or National Diploma in Civil Engineering/Built Environment with more than Six (>6) years post qualification experience, or no Built Environment Qualification but with more than Ten (>10) years' experience.
- The incumbent must be able to demonstrate that he/she has at least more than four (4) years of experience working with the NEC3 Engineering and Construction Contract and has developed the necessary competencies and skills required to correctly understand, practically apply, and effectively manage the aspects of the NEC3 Engineering and Construction Contract Option chosen for this contract.

d) Project Planner X 1,

- The Planner is employed and must be on-site for progress measurements and in attendance at progress meetings to present programme and tracking sheet updates to the *Project Manager* for the duration of the contract.



- The Planner must have as a minimum, Matric/Grade 12 qualification and be familiar with NEC3 ECC and have a solid understanding of the operation of the Primavera Software Suite/MS Projects with more than Three (>3) years' experience gained in a similar position on projects operating the NEC3 suite of contracts. Where the Planner cannot demonstrate the required level of experience in the NEC3 suite of contracts or the Primavera Software Suite, 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 & Primavera Software Suite.

e) Health and Safety Manager X 1,

- Health and Safety Manager must have as a minimum, Bachelor's Degree or National Diploma in Safety Management/ Environmental Health/ Risk Management, have at least 8 years relevant experience in construction projects and be registered with SACPCMP as CHSM, to be allowed to practice construction safety in Transnet National Port Authority managed projects.
- The incumbent's experience must be in civil engineering construction works.

f) Health and Safety Officer X 1,

- The Health and Safety Officer must have as a minimum, Bachelor's Degree in Safety Management/Environmental Health/ Risk Management with more than Three (>3) year's post qualification experience, or National Diploma in Health and Safety Management/Environmental Health/ Risk Management with more than to Five (>5) years post qualification experience, or SAMTRAC with more than Seven years (>7) years' relevant experience, and a valid professional registration with SACPCMP in the CHSO or CHSM Category.
- The incumbent's experience must be in civil engineering construction works.

g) Environmental Manager X 1,

- The Environmental Manager must have as a minimum, Bachelor's degree or higher in Environmental Sciences or Equivalent with more than three (>3) years' experience, or National Diploma in Environmental Management or Equivalent with more than six (>6) years' experience.

h) Quality Officer X 1,

- The Quality Officer must have as a minimum, a Quality Diploma / Technical Diploma and ISO 9001:2015 Quality Management System training certificates (Implementation of QMS and Internal Auditing). The Quality Officer MUST have a minimum of 3 years' quality experience in similar projects.



- 6.7.4. The *Contractor* employs personnel listed above but not limited to those mentioned to perform the functions of key persons under NEC3 ECC Clause 24.1. These appointments shall have the necessary experience and be suitably qualified.
- 6.7.5. The *Contractor* provides an Organogram of all his key people (both as required by the *Employer's* and as independently stated by the *Contractor* under Contract Data Part Two) and how such key people communicate with the *Project Manager* and the *Supervisor* and their delegates all as stated in C3.1 *Employer's* Works Information.

6.8. Training Workshops and Technology Transfer

6.8.1. Safety and Environmental Awareness

6.8.1.1 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
- *Contractor* as well as sub-contractors to obtain security permit granting access to Port of Richards Bay from Port security department. Costs thereof shall be borne by the *Contractor*.

6.8.1.2 *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

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2024/11/0032/84084/RFP

DESCRIPTION OF THE WORKS: UPGRADE WATER RETICULATION AS PER WATER MASTER PLAN IN THE
PORT OF RICHARDS BAY FOR A PERIOD OF FOURTEEN (14) MONTHS.



- 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.

6.8.1.3 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*.

6.8.1.4 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 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.

All training must be completed before the commencement of hot commissioning. The *Employer* will not accept responsibility for the Operation and Maintenance of the works until the training has been satisfactorily completed.

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.

6.9. Insurance Provided by the *Employer*

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

6.10. Contract Change Management

6.10.1. No additional requirements apply to ECC Clause 60 series. In addition, for ease of communication standard templates shall be used for contract change management. The *Contractor* forwards all correspondence with respect to contract change management, i.e. Early Warnings and notifications of Compensation Events, on the standard templates provided.

6.11. Records of Defined Cost, Payments & Assessments of Compensation Events Kept by *Contractor*

6.11.1. The *Contractor* keeps the following records available for the *Project Manager* to inspect:

- Records of design employees location of work or professional engineers engaged by the *Contractor* (if appropriate); and
- Records of people and Equipment within the working areas;
- Records of Equipment used, and people employed outside the Working Areas (if applicable);
- Records of quotations, invoices and pay slips.

6.12. Foreign Exchange and Forex Components

6.12.1. Foreign exchange rates (**where applicable subject to prior request and acceptance by the *Project Manager***) shall only be applicable to all imported Plant & Materials that is intended to be included in the works and not construction costs for installation of all imported Plant & Materials.

7. Procurement

7.1. Code of Conduct

7.1.1. Transnet 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 Procedures Manual (PPM);



- 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 (B-BBEE); and
- The Anti-Corruption Act.

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

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

7.1.4. 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.

Transnet will not participate in corrupt practices and therefore 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, 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 decision stakeholders involved in sourcing decisions; or
 - Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).
- Transnet 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.
 - Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend (fronting)

Transnet's relationship with suppliers requires us to clearly define requirements, 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, B-BBEE 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.

7.1.5. 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.

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

7.2. The Contractor's Invoices

- 7.2.1. When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- 7.2.2. The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 7.2.3. Invoices must be submitted between the 20th and 25th of each month
- 7.2.4. The invoice states the following:
- Invoice addressed to Transnet SOC Ltd;
 - Transnet SOC Limited's VAT No: 4720103177;
 - Invoice number;
 - Registered name of the *Contractor*;
 - Address (Physical and Postal) of the *Contractor*
 - The *Contractor's* VAT Number; and
 - The Contract number: TBA
- 7.2.5. The invoice contains the supporting detail, which shall include:
- The amount paid to date
 - Amount for payment (excluding VAT)



- VAT amount
- Amount for payment (including VAT)
- Any retention monies to be deducted from the invoice
- Any interest payable (where applicable)
- Escalation formula used where applicable
- Settlement discount
- Proof of ownership of Materials supplied
- A statement is to accompany each invoice

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

7.2.6. Invoices submitted by post are addressed to:

Transnet national Ports Authority

P O Box 181

Richards Bay

3900

For the attention of The *Project Manager*, Transnet National Port Authority

7.2.7. Invoices submitted by hand are presented to:

Transnet National Port Authority

Pioneer Centre

San Thom Road

Port of Richards Bay

Richards Bay

3900

For the attention of The *Project Manager*, Transnet National Port Authority

7.2.8. The invoice is presented as an original.

7.2.9. The *Contractor* ensures that the *Employer* has his correct banking information to make the electronic payment transfer.

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

7.2.11. The *Employer's* deducts any amount owed by the *Contractor* to the *Employer's* from any amount payable by the *Employer* to the *Contractor*.

7.3. People

7.3.1. Minimum requirements of people employed on the Site:



- 7.3.1.1 Direct employment of all labour is preferred.
- 7.3.1.2 Wherever possible, general labour shall be recruited from the communities that are local to the Port of Richards Bay.
- 7.3.1.3 Recruitment of labour in and around the Site is not permitted.
- 7.3.1.4 Recruitment of personnel already employed within the Port of Richards Bay is expressly prohibited.
- 7.3.1.5 All personnel shall provide proof of competency appropriate to their appointment.
- 7.3.1.6 All personnel shall undergo medical examination prior to undergoing site induction and be certified fit to work on the site, with particular reference to working at heights.
- 7.3.1.7 All personnel shall undergo *Employer's* Health and Safety, and Environmental inductions.

7.3.2. **The Contractor complies with the following PIRPMP**

7.3.2.1. **Contractor Liability**

- 7.3.2.1.1. The *Contractor* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the *Contractor's* employees, which loss will include any indirect or consequential damages;
- 7.3.2.1.2. 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.
- 7.3.2.1.3. 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.
- 7.3.2.1.4. 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.
- 7.3.2.1.5. 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.

7.3.2.2. **Industrial Action by Contractor Employees**

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



- (i) Industrial incident report,
 - (ii) Attendance register,
 - (iii) Productivity / progress to schedule reports,
 - (iv) Operational contingency plan,
 - (v) Site security report,
 - (vi) Industrial action intelligence gathered.
 - c) The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.
 - d) The management of the *Contractor* is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.
- 7.3.2.2.4. The resolution of any disputes or industrial action by the *Contractor's* employees is the sole responsibility of the *Contractor*.
- 7.3.2.2.5. Access to Transnet premises by the *Contractor* and its employees is only provided for purposes of the *Contractor* delivering its services to Transnet. Should the *Contractor* and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will deemed to be trespassing.
- 7.3.3. The *Contractor* performs the works having due regard to the PLA that are negotiated between the *Employer* and the appropriate trade unions on this contract.
- 7.3.4. The *Contractor* complies with the requirements of the IRCC involving the engineering construction *Contractors* engaged (including all future *Contractors*) by the *Employer*
- 7.3.5. The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to IR issues are stated in the paragraphs following:
- 7.3.6. The PIRM is responsible for ensuring that the Contractor complies with the PIRPMP. The PIRM acts on behalf of the *Project Manager*.
- 7.3.7. The PIRM specific tasks are:
- To complete the PLA prior to the Contract Date; and
 - To assign specific duties to the PSIRM.
- 7.3.8. The PIRM specific tasks are:
- The PSIRM is responsible for IR (to include the PLA) on the Site and Working Areas and reports to the *Project Manager*.
- 7.3.9. The SIRM is responsible, inter alia, for day-to-day IR on the Site and Working Areas through the implementation of the PIRPMP. The SIRM reports directly to the PSIRM and the *Project Manager*.
- 7.3.10. The SIRM specific tasks are:



- To liaise with the *Contractor* prior to the commencement of construction activities (as per the *Contractor's* programme accepted by the *Project Manager*) with respect to IR issues under the SIP

7.4. Subcontracting

7.4.1. Preferred subcontractors

7.4.1.1. There are no preferred sub-Contractors.

7.4.2. Subcontract documentation, and assessment of subcontract tenders

7.4.2.1. The use of subcontracts from the NEC suite of contracts (i.e. Engineering and Construction Subcontract (ECS) or Engineering and Construction Short Subcontract (ECSS)) is strongly recommended. It is not necessary for subcontracts to be awarded on the basis of competitive tendering. The Contractor submits the proposed conditions of contract for each subcontract to the *Project Manager* for acceptance.

7.4.2.2. Where the *Contractor* employs a Subcontractor who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a Subcontractor operating on the Site and/or Working Areas, then the *Contractor* ensures that any such Subcontractor complies with the SOP CEM, CESS and PES (described under paragraph 6.4 of the Works Information) as appropriate and that the subcontract documentation places back-to-back obligations on the Subcontractor which reflect the *Contractor's* obligations under the SOP CEM, CESS and PES, all within the *Contractor's* Quality Management System as per paragraph 6.5 of the Works Information.

7.4.2.3. The *Contractor* requires a Subcontract, where an NEC3 contract is used, to state the same main option A as this contract between the *Contractor* and the *Employer* for all elements of the *works*.

7.4.3. Limitations on subcontracting

7.4.3.1. The *Contractor* may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the *Contractor*, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

7.4.4. Attendance on Subcontractors

7.4.4.1. The *Contractor* shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any subcontracts.

7.4.4.2. Quality system requirements shall be applied on all subcontracts to the point where the acceptability of supplies can be demonstrated solely by the conduct of inspection and/or examination of goods upon receipt at the designated point of delivery.

7.4.4.3. The *Contractor* must notify the *Project Manager* of all inspections at his sub-Contractors at least 3 working days in advance of such inspections. The *Contractor* must ensure that his sub-Contractor has the relevant quality management plans available at such inspections. The



Supervisor will give the *Contractor* 24-hour notice in writing of his intention to be present at the inspections.

7.5. Plant and Materials

7.5.1. Quality

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

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

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

7.5.2. Plant & Materials provided "free issue" by the *Employer*

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

- None

7.5.2.2. The *Contractor* provides all other Plant and Materials necessary for the *works*

7.5.3. *Contractor's* Procurement of Plant and Materials

7.5.3.1. The *Contractor* performs the following with respect to Plant and Materials procured for the *works*:

- Submit manufacturers' certificates of origin;
- Submit manufacturers' test certificates detailing the international standard or code of practice under which the testing was performed;
- Ensure that the English language is used for data plates attached to components
- Arrange for all manufacturer and vendor warranties to be vested in the *Employer*;
- Any shipment originating from outside the Republic of South Africa is inspected immediately prior to shipment to confirm its condition and a condition report delivered to the *Project Manager*.
- All shipments are to be opened on site and inspected for transit damage in the presence of the *Supervisor*. The *Contractor* compiles a damage report, signed and countersigned by the *Contractor* and *Project Manager*, and submits this to the *Contractor's* insurance broker (see notes at Contract Data - Part One) with copies to the *Project Manager* and the *Employer*.



- All warranties provided by manufacturers of Plant and Materials procured by the *Contractor*, either directly or through sub-contracts, for incorporation in the works are to be in favour of the *Employer*.
- Provides a waiver of lien in respect of goods that have been supplied but not yet incorporated in the *works* and for which the *Contractor* claims payment.

7.5.4. Schedule of spares and consumables

7.5.4.1. The *Contractor* provides a schedule of recommended spare parts for the works. The recommended spare parts list should cover the anticipated requirement for a minimum of 12 months operation of the works from hand-over.

7.5.4.2. The following data is to be listed for each item:

- Part Description,
- Positional Assembly Indication,
- Part/Drawing Number,
- Quantity Used,
- Quantity Recommended,
- Delivery Time and Price,
- Vendor Details.

7.5.4.3. The *Contractor* identifies on the schedule those spare parts which are regarded as essential for the continuous operation of the plant.

7.5.4.4. The *Contractor* submits the schedule of spares and consumables as indicated in the CDS.

7.6. Tests and Inspections Before Delivery

7.6.1. The *Supervisor* may, at his discretion, perform surveillance inspection at the *Contractor's* premises, Sub-*Contractor's* premises or at the location of the Scope of Work.

7.6.2. Dependent on the nature of the Scope of Work and the frequency of inspections the *Supervisor* may elect to have inspection personnel resident at the place of manufacture, fabrication, or assembly.

7.6.3. The *Contractor* shall ensure free entry and access is given to the *Supervisor* (or his representative), certifying authorities and statutory authorities to inspect the Scope of Work and review procedures and quality records at all parts of the *Contractor's* and Sub- *Contractor's* premises, or at the location of the Scope of Work while any work or test is in progress.

7.6.4. The *Contractor* shall provide the *Supervisor* with all necessary tools, calibrated measuring equipment, safety equipment and workspace to verify or witness tests in progress.

7.6.5. Where the *Supervisor* cannot easily visit the *Contractor's* or Sub-contractor's premises for any reason, the *Supervisor* may direct that the tests and inspections be undertaken by an approved inspection authority or independent nominated consultant.

7.6.6. Where inspections and test are carried out by such inspection authority, the *Contractor* submits to the *Supervisor* details to certify that tests and inspections have been carried out on Plant and Materials by Others.



7.7. Marking Plant and Materials Outside the Working Areas

- 7.7.1. The *Contractor* prepares and marks items of Plant and Materials outside the Working Areas with 'Property of Transnet SOC Ltd' and the Contract number.
- 7.7.2. Plant and Material outside the Working Areas are to be clearly and indelibly marked using hard stamping, or security tags. The *Contractor* provides designated areas sealed off from the rest of the manufacturer's production run in which to store Plant and Material that complete and is awaiting delivery to site.
- 7.7.3. The *Contractor* delivers digital photographs to the *Supervisor* as proof of marking and storage in designated areas.

7.8. Contractor's Equipment (including temporary works).

- 7.8.1. The *Contractor* provides all Equipment necessary to provide the *works* in a safe and efficient manner.
- 7.8.2. The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- 7.8.3. The *Contractor* shall notify the PSSM 24 hours in advance prior to bringing any new mobile equipment on site. All required documentation and certificate of fitness (COF) issued by a competent person shall accompany the equipment.
- 7.8.4. The *Contractor* shall inspect Equipment on a daily basis prior to use in accordance with statutory regulations and legislation.
- 7.8.5. The *Contractor* shall ensure that all Equipment complies with statutory requirements (Construction Regulations / Occupational Health and Safety Act) and with the Health and Safety Standards included in Annexure F.



8. Annexures

Annexure A	Tender Drawings
Annexure B	Bill of Quantities
Annexure C	SASTT-TS-TT3-2017-HDD-Edition-1
Annexure D	TFR 2015 PIPE JACKING REQUIREMENTS
Annexure E	Asbestos Abatement Regulations, 2020 GG43893
Annexure F	Project HS Specification Water Reticulation Upgrade
Annexure G	Legal Register Water Reticulation Upgrade
Annexure H	Baseline RA Water Reticulation Upgrade
Annexure I	TNPA-QUAL-REQ-014.1 General Quality Requirements for Contractors and Suppliers
Annexure J	Project Environmental Specification (PES)
Annexure K	Environmental Authorisation (EA) Ref no: 14/12/16/3/3/1/1701.
Annexure L	Contractor Environmental and Sustainable Specifications (TRN-IMS-GRP-GDL-014.4)
Annexure M	New TIMS Policy Commitment Statement Update - 14 May 24
Annexure N	Standard Operating Procedure for Construction Environmental Management - version 1.0
Annexure O	TNPA Critical Pipe Final EMPR_August 2023

Part C4: Site Information



PART C4: SITE INFORMATION

Document Reference	Title	No of pages
C4	This cover / index sheet	1
	Site Information	2 - 4
Total number of pages		5

PART C4 SITE INFORMATION

Core clause 11.2(16) states

“Site Information” is information which,

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

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

1. DESCRIPTION OF THE SITE AND ITS SURROUNDINGS

1.1 General Description

The site is Transnet National Ports Authority (TNPA) Port of Richards Bay in the province of KwaZulu-Natal, South Africa. The site location is within the Richards Bay Harbour as indicated in the figure 1 below. Access to the Port of Richards Bay and the site is from existing public road networks through the access-controlled security gates, i.e. Main/Bayvue, East and West/RBCT. Access shall be subject to the Transnet National Ports Authority security requirements and regulations, which states that “access should be obtained for all the *Contractor’s* personnel at Permit Office located at Sizakala Truck Staging Facility”. Due to security requirements, some sections of the site may be fenced with access control due operational and security reasons. Therefore, prior arrangement to access these areas must be made with the *Project Manager*.

The site is located within the Port of Richards Bay as per Locality Plan below.

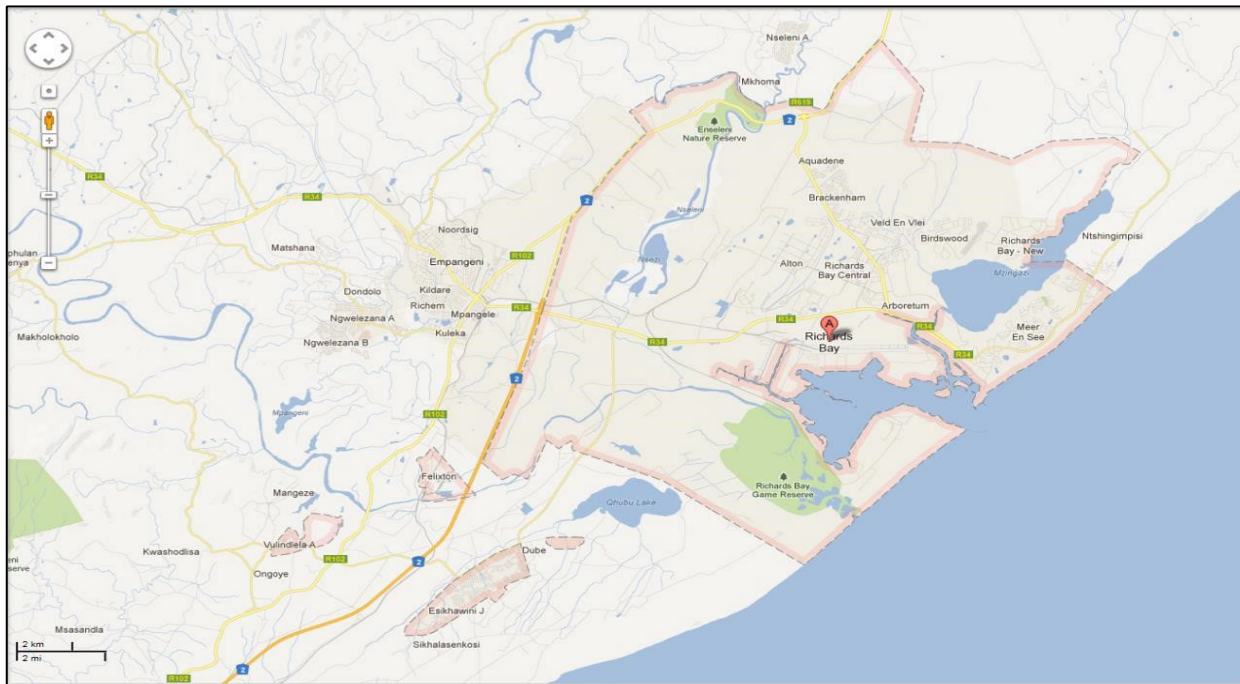


Figure 1: Locality Plan for the location of Port of Richards Bay

**Table 1: Site Coordinates**

Description	Latitude	Longitude
Port of Richards Bay	28°47'3.77"S	32° 2'13.31"E

Detailed information on the Port layout can be thoroughly viewed on the works information Part C3 of the submission by *Employer*.

1.2 Access Limitations

The following are TNPA Port of Richards Bay access requirements:

a) Induction

Persons to undertake any site work (e.g., site inspections, construction work) at TNPA Port of Richards Bay must be inducted. No persons may undertake any work on the site until they undergo a mandatory induction. All TNPA Port of Richards Bay rules, regulations, and procedures in connection to health, safety and environment are presented during the induction.

b) Access Permit Controls

Access cards are available on request at no fee. The following will be required in order to grant access cards:

- i. A proof of induction, i.e., a copy of the attendance register.
- ii. A formal request in a form of a signed letter on a company letterhead indicating:
 - The reason for request, i.e., 'company' contracted to 'TNPA Port of Richards Bay' to render 'services' for the 'mentioned project'.
 - The list of persons, with their ID numbers, to be issued with access cards.
 - The approximate period of access to be granted expressed in months or years if more than 12 months.
- iii. Copies of certified Identity Document / Card for each individual who need access card.

Persons without access cards will be required to report to the Registration Office each time they visit the port in order to be granted access to the TNPA Port of Richardsbay. Persons are required to always have their permits together with IDs to access the Port. NB: TNPA Security Personnel conducts random verifications and persons found without access cards and IDs will be removed from the Port.

c) Working Hours

Normal working hours: 08:00 to 16:30, Monday to Friday, excluding public holidays. Working hours maybe varied on mutual agreement between the TNPA *Project Manager* / Official and the *Contractor*.



1.3 Drawings

The drawings provided with the tender document must be studied prior to commencing any works on site. Detailed site information is also outlined on the works information, section C3 of the document.

1.4 Underground Services

The *Project Manager* requires the *Contractor* to carry out the existing underground services investigation as part of the contract within the Project Site before designing and executing the assigned works. The *Project Manager* shall furnish to the *Contractor* drawings showing the demarcated site to be investigated. Some services may not be indicated on the drawings and the *Contractor* is required to exercise care not to damage these services.

The work area has optic fiber cables that supply the port and the town of Richards Bay, the *Contractor* must exercise due care and attention in carrying out any excavation work to avoid damage or disruption to existing services. The *Contractor* must accordingly consult the *Project Manager* prior to undertaking any excavation work.

Any damages to existing port services due to negligence or recklessness of *Contractor* will be for the *Contractor's* account.

1.5 Subsoil information

In excavations deeper than 400mm it can be expected that the trench/embankment walls must become unstable and caving-in could occur. Tenderers are to take this into account in their tendered rates and are to allow for any measures to be taken to safeguard the excavations including shoring where required to ensure safety at all times.

A perched water table could develop especially in excavations deeper than 400mm and during wet conditions due to groundwater backup from the seaside. Although unlikely, pumping water out of excavations and keeping excavations free from water may be required under wet conditions and tenderers are to allow for this in their tendered rates.

Annexure Z

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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

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

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

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings**C.3.1 Respond to requests from the tenderer**

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

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

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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