

Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ)

FOR THE PROVISION OF ROAD REPAIRS, SURFACING, DISPOSAL OF EXISTING WASTE ROAD MATERIAL, AND ROAD MARKING OF 300M NEWARK ROAD AND WAYFERER INTERSECTION IN THE PORT OF RICHARDS BAY.

RFQ NUMBER	: TNPA/2024/07/0008/70864/RFQ
ISSUE DATE	: 18 SEPTEMBER 2024
COMPULSORY BRIEFING	: 25 SEPTEMBER 2024
CLOSING DATE	: 08 OCTOBER 2024
CLOSING TIME	: 12h00PM
TENDER VALIDITY PERIOD	: 12 WEEKS FROM CLOSING DATE

PLEASE NOTE THE BELOW TECHNICAL PRE-QUALIFICATION CRITERIA:

- **CIDB GRADING OF 3CE OR HIGHER AS A CIVIL ENGINEERING (CE) CONTRACTOR**

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TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2024/07/0008/70864/RFQ

DESCRIPTION OF THE WORKS: PROVISION OF ROAD REPAIRS, SURFACING, DISPOSAL OF EXISTING WASTE ROAD MATERIAL, AND ROAD MARKING OF 300M NEWARK ROAD AND WAYFERER INTERSECTION IN THE PORT OF RICHARDS BAY.

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	Provision of road repairs, surfacing, disposal of existing waste road material, and road marking of 300m Newark Road and Wayferer intersection in the Port of Richards Bay
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at TNPA, Employee Care Centre Building, Opposite Bayvue Centre Building, Ventura Road, Port of Richards Bay, 3900 on the 25th of September 2024, at 12:00 pm [12 O'clock] for a period of $\pm$ 2 (two) 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 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 Clarification meeting.
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	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	12:00 pm on 08 October 2024 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.**

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.



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DESCRIPTION OF THE WORKS: PROVISION OF ROAD REPAIRS, SURFACING, DISPOSAL OF EXISTING WASTE ROAD MATERIAL, AND ROAD MARKING OF 300M NEWARK ROAD AND WAYFERER INTERSECTION IN THE PORT OF RICHARDS BAY.

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

3. CONFIDENTIALITY

All information related to this RFQ 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 RFQ with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-13, [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
- *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

Transnet urges its clients, suppliers and the general public

to report any fraud or corruption to

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

T1.2 TENDER DATA

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

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

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

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

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

C.1.4	The Employer's agent is:	Commodity Administrator
	Name:	Eunita Mfeka
	Address:	Transnet National Ports Authority Bayvue building, 1st Floor Ventura Road Richards Bay 3900
	E – mail	TNPATENDERENQUIRIESRB@transnet.net

STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFQ Reference
• Whether the Bid has been lodged on time	<i>Section T1.1</i>
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>Section T2.2</i>
• Verify the validity of all returnable documents	<i>Section T2.1</i>
• Verify if the Bid document has been duly signed by the authorized respondent	<i>All sections</i>

STEP TWO: Test for Substantive Responsiveness to RFQ

The test for substantive responsiveness to this RFQ will include the following:

Check for substantive responsiveness	RFQ Reference
• Whether any general and legislation qualification criteria set by Transnet, have been met.	<i>All sections</i>
• Whether the Bid contains a priced offer as prescribed in the pricing schedule.	<i>Part 2: C2.1 & C2.2</i>
• Whether the Bid materially complies with the scope and/or specification given.	<i>All Sections</i>
Respondent shall provide proof of the following Technical Prequalification requirements: ➤ CIDB grading of 3CE or higher as a Civil Engineering (CE) contractor. ➤ Certificate of attendance at Compulsory clarification meeting	<i>Part T2: Returnable Schedules</i>

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

The attendance register will also be used to confirm the attendance of the clarification meeting by the Tenderer, should the certificate of attendance at the clarification meeting not be attached on the tender document submitted to Transnet.

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 **3CE or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **3CE 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 for score for functionality is **60** points.

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

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

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 RFQ document to the clarification meeting 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
C2.15.1 are as follows:

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number:
- The Tender Description

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

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

C.2.15 The closing time for submission of tender offers is:
Time: **12:00 pm on 08 October 2024**
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

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

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

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

Functionality Criteria

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-03 Previous Experience	Tenderers are required to demonstrate their past experience in road repairs, rehabilitation, and construction of new roads; with references to substantiate experience showing:		
	Signed reference letters\ completion certificates from the last 10 years must be provided as proof of previous experience, the following information should be present: • Letter written on a Company letterhead. • The project description: Scope of supply. • Client Company name, • Client contact details (email and telephone), • Project value (Optional)		40

	- The status of the project. - Signature of the company representative and/or Client company stamp. Note: Purchase Orders will not be accepted.	
T2.2-04 Method Statement	The tenderers must sufficiently demonstrate the methodology that will be employed to cover the project's scope	
	A detailed technical method statement is required covering the delivery method and sequence of all aspects of the works to enable the Employer to assess the impact of the Contractor's methods regarding deliverability, practicality, quality, health, safety, risk, and environment. The detailed technical method statement should include: - Road construction methodology and material supply methodology, - Construction Quality Management (Layer works quality management plan) - List of Construction machinery/plant required and their respective use on site. - Traffic Management Plan	20
T2.2-05 Experience of Key Personnel	The <i>Contractor</i> must be able to demonstrate that the project personnel have sufficient knowledge, experience, and qualifications to provide the required service	
	Project Team Organogram: The organizational structure is to be site-specific and include a clear indication of roles and responsibilities and the specific function of each team member.	10
	Management of Key Personnel CVs - Proof of education and training must be attached. Qualification and experience of key staff required but not limited to:	
	Project Manager	5
	Construction Manager	10
	Construction Supervisor	2
	Civil Engineering Technician	2
	Lead Engineer or Technologist: Geotechnical/Pavement Engineer/ Civil Engineer	4
	SHEQ Officer	2
		25

Maximum possible score for functionality		100
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The functionality shall be scored independently by not less than 3 (three) evaluators and averaged in accordance with the following schedules:

- **T2.2-04** Previous Experience
- **T2.2-05** Method Statement
- **T2.2-06** Project Organogram, Management & CVs of Key Persons

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

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

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

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

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

Thresholds	Minimum Threshold
Technical / functionality	60

Evaluation criteria	Final Weighted Scores
Price	80
Specific goals - Scorecard	20
TOTAL SCORE:	100

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

In terms of the 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

Selected Specific Goal	Number of points allocated (20)
B-BBEE Level of contributor (1 or 2)	6.66
+50% Black Youth Owned Entities	6.67
30% Black women-owned entities	6.67
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

Specific Goals	Acceptable Evidence
B-BBEE Level of contributor (1 or 2)	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.
50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidated scorecard will be accepted)
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION • B-BBEE Level of contributor (1 or 2) = 6.67 • +50% Black Youth Owned Entities = 6.67 • 30% Black women-owned entities = 6.67 • Non-compliant and/or B-BBEE Level 3-8 contributors=0	20
Total points for Price and B-BBEE must not exceed	100

The maximum points for this bid are allocated as follows:

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

C.3.13 Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall unless there are **objective criteria** that will justify the award of the tender to another tenderer. The objective criteria Transnet may apply in this bid process include:

- Bidder 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.
- 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;
- 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;
- Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment;
- 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;

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- 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 its 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 data; 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.

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

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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

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

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

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings**C.3.1 Respond to requests from the tenderer**

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

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

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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



T2.1 List of Returnable Documents

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

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

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

- T2.2-03 **Evaluation Schedule:** Previous Experience
- T2.2-04 **Evaluation Schedule:** Method statement
- T2.2-05 **Evaluation Schedule:** Management & CVs of Key Personnel

2.1.3 Returnable Schedules:

General:

- T2.2-06 Authority to submit a tender
- T2.2-07 Record of addenda to tender documents
- T2.2-08 Letter of Good Standing
- T2.2-09 Schedule of proposed subcontractors (if subcontract in terms of TPPP is not eligible)
- T2.2-10 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1.

Agreement and Commitment by Tenderer:

- T2.2-11: Non-Disclosure Agreement
- T2.2-12: RFQ Declaration Form
- T2.2-13: RFQ – Breach of Law
- T2.2-14: Certificate of Acquaintance with Tender Document
- T2.2-15: Service Provider Integrity Pact
- T2.2-16: Supplier Code of Conduct
- T2.2-17: Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2024/07/0008/70864/RFQ

DESCRIPTION OF THE WORKS: PROVISION OF ROAD REPAIRS, SURFACING, DISPOSAL OF EXISTING WASTE ROAD MATERIAL, AND ROAD MARKING OF 300M NEWARK ROAD AND WAYFERER INTERSECTION IN THE PORT OF RICHARDS BAY.

1.3.2 Bonds/Guarantees/Financial/Insurance:

T2.2-18 Insurance Provided by the Contractor

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Bill of Quantities)

2.6 C2.2 Bill of Quantities

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting or Attendance Register

This is to certify that

(Company Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Transnet National Ports Authority (TNPA), Port of Richards Bay, Employee Care Centre Building, Ventura Road, Richards Bay, 3900	
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Eunita Mfeka

Signature

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

Date

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

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **3CE or higher** class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

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

T2.2-03: Evaluation Schedule – Company Previous Experience

Note to Tenderers:

Tenderers are required to demonstrate their past experience in road repairs, rehabilitation, and construction of new roads by providing a minimum of three (3) reference letters/completion certificates. The reference letters/completion certificates shall be from the last 10 years, i.e., only signed reference letters /completion certificates for projects completed between 2014 to 2024 will be considered valid for this project.

1. Please provide your previous experience showing but not limited to the following:
 - i. New road construction and major road rehabilitation project completed,
 - ii. Road repairs such as asphalt milling and resurfacing,
 - iii. Road major repairs such as pothole repairs, road surface sealing, and base & surface repairs, including road patching,
 - iv. Parking areas construction and repairs,
 - v. Any pavement-related works of any kind in major industrial areas.
2. The tenders shall submit a minimum of 3 reference/completion letters to be considered for this tender,
3. The completion certificate or reference letter shall highlight the following information as minimum requirements:
 - Letter written on a Company letterhead, i.e., Tenderer employer/previous client letterhead.
 - The project description: Scope of works.
 - Client Company name,
 - Client contact details (email and telephone),
 - Signature of the company representative and/or Client company stamp.

Index of documentation attached to this schedule:

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TRANSNET NATIONAL PORTS AUTHORITY
CONTRACT NUMBER: TNPA/2024/07/0008/70864/RFQ
DESCRIPTION OF THE WORKS: PROVISION OF ROAD REPAIRS, SURFACING, DISPOSAL OF EXISTING WASTE ROAD MATERIAL, AND ROAD MARKING OF 300M NEWARK ROAD AND WAYFERER INTERSECTION IN THE PORT OF RICHARDS BAY.

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

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

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

Company/Tenderer Experience			Total Points	40
Bidder to indicate Company Experience Road repairs or rehabilitation and new road construction by providing at least three (3) reference letters/completion certificates.	Submit a previous similar project (reference letters and Completion certificate) covering road and/ or pavement construction, repairs, or rehabilitation projects completed in the last 10 years. The reference letters or completion certificates must include: - Letter written on a Company letterhead, i.e., Tenderer employer/client letterhead. - The project description: Scope of works. - Client Company name, - Client contact details (email and telephone), - Signature of the company representative and/or Client company stamp.	0	No Response or minimum requirements/functionality not met.	
		20	One (1) similar previous project, project outlined shall be on the road and/or pavement construction, repairs, or rehabilitation projects.	
		40	Two (2) similar previous projects, projects outlined shall be on-road and/or pavement construction, repairs, or rehabilitation projects.	
		60	Three (3) similar projects outlined shall be on-road and/or pavement construction, repairs, or rehabilitation projects.	

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2024/07/0008/70864/RFQ

DESCRIPTION OF THE WORKS: PROVISION OF ROAD REPAIRS, SURFACING, DISPOSAL OF EXISTING WASTE ROAD MATERIAL, AND ROAD MARKING OF 300M NEWARK ROAD AND WAYFERER INTERSECTION IN THE PORT OF RICHARDS BAY.

		80	Four (4) similar projects outlined shall be on-road and/or pavement construction, repairs, or rehabilitation projects.
		100	Five (5) similar projects outlined shall be on-road and/or pavement construction, repairs, or rehabilitation projects.

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2024/07/0008/70864/RFQ

DESCRIPTION OF THE WORKS: PROVISION OF ROAD REPAIRS, SURFACING, DISPOSAL OF EXISTING WASTE ROAD MATERIAL, AND ROAD MARKING OF 300M NEWARK ROAD AND WAYFERER INTERSECTION IN THE PORT OF RICHARDS BAY.

T2.2-04: Evaluation Schedule – Method Statement

Method statement - The tenderers must demonstrate competence in executing the scope of work by submitting the construction execution methodology that will be employed to cover the project's scope and meet the desired end requirements of the project.

A minimum of **three (3) critical elements** must be covered in the Method statement, and a complete method statement shall include the following elements in relation to the scope of work:

- Road construction methodology and material supply methodology,
- Construction Quality Management (Layer works quality management plan)
- List of Construction machinery/plant required and their respective use on site.
- Construction Risk management plan
- Traffic Management Plan

Note to tenderers: To obtain a **score of 60**, A tenderer shall cover the following critical elements. If three or more elements are covered but do not cover all three or one of the following critical elements, the tenderer will automatically **score 40** Points.

- Road construction methodology & material supply methodology,
- construction quality management plan and
- List of Construction machinery/Plant required & their respective use on site.

Please note: Tenderers are required to provide detailed method statements for the categories as listed above. Each sub-category, as listed, will be scored based on the linear scale below and will be averaged and weighted to provide a final score. Tenderers are to note that they will not achieve an "acceptable" score should they not provide the information required in this returnable.

Index of documentation attached to this schedule:

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

TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2024/07/0008/70864/RFQ

DESCRIPTION OF THE WORKS: PROVISION OF ROAD REPAIRS, SURFACING, DISPOSAL OF EXISTING WASTE ROAD MATERIAL, AND ROAD MARKING OF 300M NEWARK ROAD AND WAYFERER INTERSECTION IN THE PORT OF RICHARDS BAY.

Road Construction Method statement or construction approach			Total Points	35
Method Statement that addresses all the aspects of the Scope of Work	The Method statement shall include the following as a minimum of the critical elements in terms of the Scope of Work:	0	No Response or minimum requirements/functionality not met	
	A) Road construction methodology and material supply methodology	20	One (1) of critical elements are covered,	
	B) Construction Quality Management (Layer works quality management plan)			
	C) List of Construction machinery/plant required and their respective use on site.	40	Two (2) of critical elements are covered,	
	D) Construction Risk management plan			
	E) Traffic Management Plan			
	Note to tenderers: To obtain a score of 60 , A tenderer shall cover the following critical elements. - Road construction methodology & material supply methodology, - construction quality management plan and - List of Construction machinery/Plant required & their respective use on site. If three elements are covered but do not cover all three above, the tenderer will automatically score 40 Points.	60	Three (3) critical elements are covered, the elements covered fully being: road construction methodology & material supply methodology, construction quality management plan, and List of Construction machinery/Plant required & their respective use on site.	
		80	Four (4) critical elements are covered:	
		100	All five critical elements are covered.	

T2.2-05: Evaluation Schedule: Project Key Personnel Experience and Qualification: CV Evaluation.

The tenderer shall submit the list of project personnel and attach their CVs indicating relevant experience to this project scope, the required qualification shall be attached. The experience and qualifications of key personnel will be evaluated as per the attached scoring criteria, a **minimum of 5 years of similar experience** for each personnel to be eligible to score a minimum required score of 60 points.

Comprehensive CVs should be attached to this schedule:

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

1. Use the **attached CV template below**
2. Personal particulars: Name and Surname
3. Qualifications (degrees, grades of membership in professional societies and Professional registrations, **all these certificates are to be attached**);
4. Personnel overall experience in the scope of work.
5. Name of current employer and position.
6. Overview of post-graduate experience (year, organization, position and responsibilities); and
7. Outline of recent project involvement / detailed experience that has a bearing on the scope of work of this project.

The tenderer must be able to demonstrate that personnel have sufficient knowledge, experience and qualifications to provide the required works. The key resources for the project as outlined below and the tenderer shall submit their CV's indicating the experience and attach relevant qualifications.

- Project Manager
- Construction Manager
- Site Supervisor
- Civil Engineering Technician
- SHEQ Officer
- Lead Engineer or Technologist: Geotechnical/Pavement Engineer/ Civil Engineer/Geologist

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The tenderer shall submit the names of key persons and indicate that they have attached their CV, the tenderers are to note that each key resource must have a separate resource, therefore if one resource is allocated for more than one position, they will only be evaluated only once and scored a zero on the second post he or she is allocated.

Key People	Names	CV attached (Yes/No)
Project Management		
Construction Manager		
Site Supervisor		
Civil Engineering Technician		
SHEQ Officer		
Lead Engineer or Technologist: Geotechnical/Pavement Engineer/ Civil Engineer/Geologist		
Other supporting resources (Optional)	<i>(Optional) for other supporting resources to include names and attachments of CV, no evaluation will be done for other supporting resources required for this project.</i>	
Road traffic control officer		
Document controller		
Project scheduler		
General workers		
Construction plant operators		

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CVs for all key project personnel shall meet the following minimum requirements to be considered for this project,

No.	Resource description	Minimum Requirements
Key Management and CV's		
1	Project Manager	CV of the Project Manager (PM) shall indicate clear experience in managing design projects; the PM can have experience in managing civil bulk services construction projects, such as roads, bulk parking, water lines, pipelines, etc. The project Manager as per the list provided, has at least five (5) years' experience of similar work experience. The CV is provided with the relevant qualifications provided and shall have a diploma in project management or /and any NQF level 6 built environment qualification
2	Construction Manager	CV of the Construction Manager shall indicate clear experience in managing roads or pavement construction management experience. The construction Manager as per the list provided, has at least five (5) years' experience of similar work experience. The CV is provided with the relevant qualifications provided, and the personnel has a minimum of NQF level 6 in Civil Engineering or Construction Management or equivalent technical qualification.
3	Site Supervisor	CV of the Construction Supervisor shall indicate clear experience in managing roads or pavement construction management experience. The construction supervisor as per the list provided, has at least five (5) years' experience of similar work experience. The CV is provided with the relevant qualifications provided; the personnel has a minimum of NQF level 4 in Civil Engineering and/or Construction/building management or any relevant similar civil engineering-related qualification.
4	Civil Engineering Technician	CV of the Civil Engineering Technician shall indicate clear similar experience in road or pavement construction. The construction supervisor as per the list provided, has at least five (5) years' experience of similar work experience. The CV is provided

**TRANSNET NATIONAL PORTS AUTHORITY****TENDER NUMBER:** TNPA/2024/07/0008/70864/RFQ**DESCRIPTION OF THE WORKS:** PROVISION OF ROAD REPAIRS, SURFACING, DISPOSAL OF EXISTING WASTE ROAD MATERIAL, AND ROAD MARKING OF 300M NEWARK ROAD AND WAYFERER INTERSECTION IN THE PORT OF RICHARDS BAY

		with the relevant qualifications provided, and the personnel has a minimum NQF Level 6 in Civil Engineering-related qualification or equivalent.
5	SHEQ Officer	The SHEQ Officer's CV shall clearly indicate similar experience in road or pavement construction SHEQ management. The SHEQ Officer as per the list provided, have at least five (5) years' experience of similar work experience. The CV is provided with the relevant qualifications provided, and the personnel has a minimum of NQF level 6 in SHEQ-related qualification or SAMTRAC certificate or equivalent Environment, Health and safety qualification.
6	Lead Engineer or Technologist: Geotechnical/Pavement Engineer/ Civil Engineer/Geologist	The engineer's or technologist's CV shall clearly indicate similar experience in road or pavement construction. Lead Engineer as per the list provided, have at least five (5) years' experience of similar work experience. The CV is provided with the relevant qualifications provided, and the personnel has a minimum of BTech in Civil Engineering/Geological science OR BSc. /BEng in Civil Engineering/ Geological science qualification.

CV TEMPLATE**1. PERSONAL PARTICULARS**

NAME & SURNAME		DATE & PLACE OF BIRTH	
ID NO.		NATIONALITY	

2. EDUCATION AND QUALIFICATIONS

FROM	TO	INSTITUTION	DEGREE OR DIPLOMA OBTAINED

3. MEMBERSHIP OF PROFESSIONAL SOCIETIES

--

4. PROFESSIONAL STATUS

PROFESSIONAL BODY		PROFESSIONAL STATUS	
PROFESSIONAL REG. NO.		POST-REGISTRATION EXPERIENCE	
PROFESSIONAL BODY		PROFESSIONAL STATUS	
PROFESSIONAL REG. NO.		POST-REGISTRATION EXPERIENCE	

5. KNOWLEDGE SKILLS AND STRENGTHS

--

6. CURRENT EMPLOYER AND POSITION

NAME OF EMPLOYER		YEARS WITH EMPLOYER	
POSITION IN COMPANY		TOTAL YEARS OF EXPERIENCE	

7. OVERVIEW OF EXPERIENCE

YEAR	ORGANISATION	POSITION	SUMMARY OF RESPONSIBILITIES

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8. OUTLINE OF RECENT PROJECTS RELEVANT TO SCOPE OF WORK				
CLIENT, CONTACT PERSON, CONTACT DETAILS	PROJECT DESCRIPTION	VALUE OF PROJECT (Optional)	POSITION HELD	PROJECT STATUS

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***Attached**

- Qualification Certificates

The tender will be evaluated based on the following criteria and the scores will be allocated accordingly as per the scoring scale tabled below based on the key personnel experience provided.

Company Experience and Competency level+A1:F84				
Requirements	Type of Proof to be submitted	Score	Scoring Criteria	
Management of Key Personnel CVs				Section Total Points
Project Manager				25
Project Manager				Total Points
Bidder to submit CVs with contactable references indicating the experience of the Project Manager and the Personnel shall be the same person reflected on the Project list of personnel	CV of the Project Manager (PM) shall indicate clear experience in managing design projects; PM can have experience in managing civil bulk services construction projects, such as roads, parking, water lines, pipelines, etc. The project Manager as per the list provided, has at least five (5) years' experience of similar work experience. The CV is provided with the relevant qualifications provided. and shall have a diploma in project management or /and NQF level 6 built environment qualification	0	No Response or less than one (1) year of similar or relevant experience provided.	
		20	Key personnel members, as per the list provided, have between one (1) but less than three (3) years of similar work experience. The CV is provided with relevant qualifications provided.	
		40	Key personnel members, as per the list provided, have between three (3) but less than five (5) years of similar work experience. The CV is provided with relevant qualifications provided.	
		60	Key personnel members, as per the list provided, have at least five (5) years' experience of similar work experience. The CV is provided with the relevant qualifications provided.	
		80	Key personnel members, as per the list provided, have greater than five (5) years but less than to eight (8) years of similar	

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			work experience. The CV is provided with relevant qualifications.	
		100	Key personnel members, as per the list provided, have eight (8) years and more of similar work experience. The CV is provided with relevant qualifications.	
Construction Manager			Total Points	10
Bidder to submit CVs with contactable references indicating the experience of the Construction manager and the Personnel shall be the same person reflected on the Project list of personnel	CV of the Construction Manager shall indicate clear experience in managing roads or pavement construction management experience.	0	No Response or less than one (1) year of similar or relevant experience provided.	
	The construction Manager as per the list provided, has at least five (5) years' experience of similar work experience. The CV is provided with the relevant qualifications provided, and the personnel has a minimum of NQF level 6 in Civil Engineering or Construction Management or equivalent technical qualification.	20	Key personnel members, as per the list provided, have between one (1) but less than three (3) years of similar work experience. The CV is provided with relevant qualifications provided.	
		40	Key personnel members, as per the list provided, have between three (3) but less than five (5) years of similar work experience. The CV is provided with relevant qualifications provided.	
		60	Key personnel members, as per the list provided, have at least five (5) years' experience of similar work experience. The CV is provided with the relevant qualifications provided.	
		80	Key personnel members, as per the list provided, have greater than five (5) years but less than to eight (8) years of similar work experience. The CV is provided with relevant qualifications.	



		100	Key personnel members, as per the list provided, have eight (8) years and more of similar work experience. The CV is provided with relevant qualifications.	
Construction Supervisor			Total Points	2
Bidder to submit CVs with contactable references indicating the experience of the Construction Supervisor and the Personnel shall be the same person reflected on the Project list of personnel	CV of the Construction Supervisor shall indicate clear experience in managing roads or pavement construction management experience. The construction supervisor as per the list provided, have at least five (5) years’ experience of similar work experience. The CV is provided with the relevant qualifications provided; the personnel has a minimum of NQF level 4 in Civil Engineering and/or Construction/building management or any relevant similar civil engineering-related qualification.	0	No Response or less than one (1) year of similar or relevant experience provided.	
		20	Key personnel members, as per the list provided, have between one (1) but less than three (3) years of similar work experience. The CV is provided with relevant qualifications provided.	
		40	Key personnel members, as per the list provided, have between three (3) but less than five (5) years of similar work experience. The CV is provided with relevant qualifications provided.	
		60	Key personnel members, as per the list provided, have at least five (5) years’ experience of similar work experience. The CV is provided with the relevant qualifications provided.	
		80	Key personnel members, as per the list provided, have greater than five (5) years but less than to eight (8) years of similar work experience. The CV is provided with relevant qualifications.	
		100	Key personnel members, as per the list provided, have eight (8) years and more of similar work experience. The CV is provided with relevant qualifications.	



Civil Engineering Technician			Total Points
			2
Bidder to submit CVs with contactable references indicating the experience of the Civil Engineering Technician and the Personnel shall be the same person reflected on the Project list of personnel	CV of the Civil Engineering Technician shall indicate clear similar experience in road or pavement construction. The construction supervisor as per the list provided, have at least five (5) years' experience of similar work experience. The CV is provided with the relevant qualifications provided, and the personnel has a NQF Level 6 in Civil Engineering-related qualification.	0	No Response or less than one (1) year of similar or relevant experience provided.
		20	Key personnel members, as per the list provided, have between one (1) but less than three (3) years of similar work experience. The CV is provided with relevant qualifications provided.
		40	Key personnel members, as per the list provided, have between three (3) but less than five (5) years of similar work experience. The CV is provided with relevant qualifications provided.
		60	Key personnel members, as per the list provided, have at least five (5) years' experience of similar work experience. The CV is provided with the relevant qualifications provided.
		80	Key personnel members, as per the list provided, have greater than five (5) years but less than to eight (8) years of similar work experience. The CV is provided with relevant qualifications.
		100	Key personnel members, as per the list provided, have eight (8) years and more of similar work experience. The CV is provided with relevant qualifications.



Lead Engineer or Technologist: Geotechnical/Pavement engineer/ Civil Engineer/Geologist			Total Points	4
Bidder to submit CVs with contactable references indicating the experience of the Engineer or Technologist and the Personnel shall be the same person reflected on the list of personnel	The engineer's CV shall clearly indicate similar experience in road or pavement construction.	0	No Response or less than one (1) year of similar or relevant experience provided.	
	Lead Engineer as per the list provided, have at least five (5) years' experience of similar work experience. The CV is provided with the relevant qualifications provided, and the personnel has a minimum of BTech in Civil Engineering/Geological science OR BSc. /BEng in Civil Engineering/ Geological science qualification.	20	key personnel members, as per the list provided, have between one (1) but less than three (3) years of similar work experience. The CV is provided with relevant qualifications provided.	
		40	key personnel members, as per the list provided, have between three (3) but less than five (5) years of similar work experience. The CV is provided with relevant qualifications provided.	
		60	key personnel members, as per the list provided, have at least five (5) years' experience of similar work experience. The CV is provided with the relevant qualifications provided	
		80	key personnel members, as per the list provided, have greater than five (5) years but less than to eight (8) years of similar work experience. The CV is provided with relevant qualifications.	
		100	key personnel members, as per the list provided, have eight (8) years and more of similar work experience. The CV is provided with relevant qualifications.	

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SHEQ Officer			Total Points	2
Bidder to submit CVs with contactable references indicating the experience of the SHEQ Officer and the Personnel shall be the same person reflected on the Project list of personnel	The SHEQ Officer's CV shall clearly indicate similar experience in road or pavement construction SHEQ management. The SHEQ Officer as per the list provided, have at least five (5) years' experience of similar work experience. The CV is provided with the relevant qualifications provided, and the personnel has a minimum of NQF level 6 in SHEQ-related qualification or SAMTRAC certificate or equivalent Environment, Health, and Safety qualification.	0	No Response or less than one (1) year of similar or relevant experience provided.	
		20	Key personnel members, as per the list provided, have between one (1) but less than three (3) years of similar work experience. The CV is provided with relevant qualifications provided.	
		40	Key personnel members, as per the list provided, have between three (3) but less than five (5) years of similar work experience. The CV is provided with relevant qualifications provided.	
		60	Key personnel members, as per the list provided, have at least five (5) years' experience of similar work experience. The CV is provided with the relevant qualifications provided.	
		80	Key personnel members, as per the list provided, have greater than five (5) years but less than to eight (8) years of similar work experience. The CV is provided with relevant qualifications.	
		100	Key personnel members, as per the list provided, have eight (8) years or more of similar work experience. The CV is provided with relevant qualifications.	

T2.2-06: 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 organization or attach a certified copy of a company/organization document that 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 authorized 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 authorize 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 authorize Mr/Ms _____, an authorized 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 authorization is evidenced by the attached power of attorney signed by legally authorized 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

T2.2-07: 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		



T2.2-08 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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.....
.....
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T2.2-09: Schedule of Proposed Subcontractors

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

Note to tenderers:

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

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

Provide information of the Sub-contractors below:

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

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

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

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

T2.2-10 : ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

Signed

Date

Name

Position

Enterprise
name

SBD 6.1
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 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:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION • B-BBEE Level of contributor (1 or 2) = 6.67 • +50% Black Youth Owned Entities = 6.67 • 30% Black women-owned entities = 6.67 • Non-compliant and/or B-BBEE Level 3-8 contributors=0	20
Total points for Price and B-BBEE 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 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 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:
80/20

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

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 the 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	Acceptable Evidence
B-BBEE Level of the contributor (1 or 2)	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.

- 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.

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . =(maximum of 20 points)
(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		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
 - ☐ Other Suppliers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

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

exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(f) forward the matter for criminal prosecution.

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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

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.

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.

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

T2.2-11 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

.....
.....

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

.....
.....

.....
.....

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

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

2. CONFIDENTIAL INFORMATION

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

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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such

threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

Signed

Date

Name

Position

Tenderer

T2.2-12: RFQ DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the

Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).

7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-19 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

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

T2.2-13: REQUEST FOR QUOTATION – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-14 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

T2.2-15 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/Service Providers/Contractor with equity, transparency and fairness. Transnet

will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.

- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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

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

- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and

- b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human

Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

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

b) Labour

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

c) Environment

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

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

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

-
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.

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

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

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

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

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

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

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

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

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

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

10 DISPUTE RESOLUTION

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

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

11 GENERAL

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

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

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

Signature

Date

T2.2-16 : 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

T2.2-17 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 () 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/inforeg/>, click on contact us, click on complaints.IR@justice.gov.za

3. SOLE AGREEMENT

- 3.1. The Agreement constitutes 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 _____ 2024

Name: _____

Title: _____

Signature: _____

_____(Operator)

Authorized signatory for and on behalf of (Operator)_____ who warrants that he/she is duly authorized to sign this Agreement.

AS WITNESSES:

1. Name: _____

Signature: _____

2. Name: _____

Signature: _____

T2.2-18: 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.			
Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement			
Protection and Indemnity Insurance in respect of all marine craft or vessels utilized in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000			
(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 oxidisation.
- 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

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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

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, positioned below the name Langa Sigodi.

Account Executive: Corporate & Global Markets

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:

Title of the Contract

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

(Insert name and address of
organization)

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

Name &
signature of
witness

*(Insert name and address of
organization)*

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

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



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER TNPA/2024/07/0008/70864/RFQ

DESCRIPTION OF THE WORKS: PROVISION OF ROAD REPAIRS, SURFACING, DISPOSAL OF EXISTING WASTE ROAD MATERIAL, AND ROAD MARKING OF 300M NEWARK ROAD AND WAYFERER INTERSECTION IN THE PORT OF RICHARDS BAY

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	
		X2 Changes in the law
		X7: Delay damages
		X13: Performance Bond
		X16: Retention
		X18: Limitation of liability
		X20: Key performance indicators
		Z: <i>Additional conditions of contract</i>
	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)



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER TNPA/2024/07/0008/70864/RFQ

DESCRIPTION OF THE WORKS: PROVISION OF ROAD REPAIRS, SURFACING, DISPOSAL OF EXISTING WASTE ROAD MATERIAL, AND ROAD MARKING OF 300M NEWARK ROAD AND WAYFERER INTERSECTION IN THE PORT OF RICHARDS BAY

	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 Bayvue Building Ventura Road Richards Bay 3900
11.2(13)	The <i>works</i> are	Newark and Wayfarer Road intersection base and surface repairs in the Port of Richards Bay.
11.2(14)	The following matters will be included in the Risk Register	Construction will be conducted under live traffic; traffic delays are expected. Delays in material delivery
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1." Description of the Site and it surroundings"
11.2(16)	The Site Information is in	Part C4
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	31 March 2025
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met key date



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER TNPA/2024/07/0008/70864/RFQ

DESCRIPTION OF THE WORKS: PROVISION OF ROAD REPAIRS, SURFACING, DISPOSAL OF EXISTING WASTE ROAD MATERIAL, AND ROAD MARKING OF 300M NEWARK ROAD AND WAYFERER INTERSECTION IN THE PORT OF RICHARDS BAY

		1 Completion of works as stated in the scope of works	31 March 2025
30.1	The <i>access dates</i> are	Part of the Site 1 Whole site	Date 01 November 2024/Upon approval of the SHE file
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
31.2	The <i>starting date</i> is	01 November 2024	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	4 weeks.	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
4	Testing and Defects		
42.2	The <i>defects date</i> is	26 (twenty-six) weeks after Completion of the whole of the <i>works</i> .	
43.2	The <i>defect correction period</i> is	2 weeks	
5	Payment		
50.1	The <i>assessment interval</i> is monthly on the	25 th (twenty fifth) day of each successive month.	
51.1	The <i>currency of this contract</i> is the	South African Rand.	
51.2	The period within which payments are made is	Payment will be 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 the Rand Merchant Bank of South Africa.	



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER TNPA/2024/07/0008/70864/RFQ

DESCRIPTION OF THE WORKS: PROVISION OF ROAD REPAIRS, SURFACING, DISPOSAL OF EXISTING WASTE ROAD MATERIAL, AND ROAD MARKING OF 300M NEWARK ROAD AND WAYFERER INTERSECTION IN THE PORT OF RICHARDS BAY

6 Compensation events

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

the number of days with rainfall more than 10 mm

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

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

The place where weather is to be recorded (on the Site) is:

The *Contractor's* Site establishment area

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

Richards Bay, Kwa-Zulu Natal, South Africa

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>.
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8 Risks and Insurance

80.1	These are additional <i>Employer's</i> risks	Construction delays due to material delays Changes of key personnel on-site Use of incorrect construction machinery
------	--	--

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
--	--------------------	--



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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."



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-
- 84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is
- The *Contractor* provides these additional Insurances
- The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.**
- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
 - 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
 - 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
 - 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000/R10 000 000.**



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		5 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> 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 <i>Contractor</i>.
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 <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> 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 OR Project Specific Insurance for the 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.



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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, KwaZulu Natal, South Africa
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X4	Parent company guarantee	No additional data is required for this Option
X7	Delay damages (but not if Option X5 is also used)	



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X7.1	Delay damages for Completion of the whole of the <i>works</i> are	To be equated to the actual monetary loss to operations per day or R1000 per day, whatever greater.
X13	Performance bond	
X13.1	The amount of the performance bond is	5% of the total of the Prices
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage is	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 (this is the default position depending on a risk assessment, therefore this can go up to Total of the Prices)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	2 years after Completion of the whole of the <i>works</i>
Z	<i>Additional conditions of contract are:</i>	

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Z2.1

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



Z3 Additional clauses relating to Joint Venture

Z3.1

Insert the additional core clause 27.5

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

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



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iii. **Identification of the roles and responsibilities of the constituents to provide the Works.**

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

iv. **the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;**

v. **the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**

Z3.2

Insert additional core clause 27.6

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

Z4 Additional obligations in respect of Termination

Z4.1

The following will be included under core clause 91.1:

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

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

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



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



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Z6 Additional Clause Relating to Collusion in the Construction Industry

Z6.1 The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

Z7 Protection of Personal Information Act

Z7.1 The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.



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C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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



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		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 bill of quantities is in	C2.2
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT
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)

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Document reference	Title	No of pages
C2.1	Pricing assumptions	1-3
C2.2	The bill of quantities	3

C2.1 Pricing instructions: Option B

1. The conditions of contract

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

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

Identified 11

**and defined
terms**

11.2 (21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.

(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.

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

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

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

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

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

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1.2. Function of the Bill of Quantities

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

1.3. Guidance before pricing and measuring

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

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

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

2. Measurement and payment

2.1. Symbols

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

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
km	kilometre
l	litre
m	metre
mm	millimetre
m ²	square metre
m ³	cubic metre
m ³ -km	cubic metre- kilometre
No.	number
Prov sum ¹	provisional

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	sum
sum	Lump sum
t	ton (1000kg)
W/day	Work day

2.2. General assumptions

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 2.2.4. Where this contract requires detailed drawings, designs, or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.

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

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The Tenderer shall read the Bill of Quantity below in conjunction with the scope of works; if there is a discrepancy between the Bill of Quantity and the scope of works, the contractor shall account for the missing item if they appear in the scope of works but not the bill of quantity vice versa.

The following shall be further noted as conditions of this contract.

1. The quoted price is fixed for the duration of the contract; hence, the bidder cannot claim any amount beyond the awarded contract value.
2. The quantities will be evaluated on-site; hence, all delivery notes shall be provided to TNPA as part of the site diaries.
3. The quantities will be monitored as per the Bill of Quantity below. Hence all the works shall be done in accordance with the quantities stipulated below.

DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
Preliminary and General				
Health, environmental, Quality, and safety considerations	Sum	1.00		
Traffic accommodation on-site	Sum	1.00		
Site establishment; mobilization and demobilization of equipment.	Sum	1.00		
Ablution facilities	Sum	1.00		
Sub-Total Carried Forward				
Road Section 1: 40m proposed repairs.				
Rip and dispose of 60mm of existing top layers.	m ³	21.60		
The contractor shall fill all deeper areas accordingly, such as potholes, rutting, etc., using BT2	m ³	5.00		
Supply and apply asphalt primer prior to laying of the asphalt layer, including all other surface preparations for laying of new asphalt mix	m ²	360.00		
Supply and install a 60mm continuous medium-graded asphalt layer using a paver machine.	m ³	21.60		

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Sub-Total Carried Forward				
Road Section 2: Existing Intersection repairs, including 15m into wayferer road				
Rip and disposal of a 210mm existing road top layer for the entire section,	m ³	141.75		
Supply and laying of a 150mm BT2 (Bituminous treated G5 natural gravel or standard BT2) material and compact accordingly to achieve 98% Mod-AASHTO or refusal. Fill all deeper areas accordingly to ensure the road is leveled properly.	m ³	101.25		
Supply and apply asphalt primer before laying of the asphalt layer, including all other surface preparations for laying of new asphalt mix	m ²	675.00		
Supply and install a 60mm continuous medium-graded asphalt layer using a paver machine.	m ³	40.50		
Sub-Total Carried Forward				
Road Section 3: 100m Proposed repairs: existing Intersection repairs				
Rip and disposal of a 210mm existing road to the payer for the entire section,	m ³	105.00		
Supply and place a 150mm BT2 (Bituminous treated G5 natural gravel or standard BT2) material and compact accordingly to achieve 98% Mod-AASHTO or refusal. Fill all deeper areas accordingly to ensure the road is leveled properly.	m ³	135.00		
Supply and apply asphalt primer before laying the asphalt layer, including all other surface preparations for laying of new asphalt mix	m ²	1,120.00		
Supply and install a 60mm continuous medium-graded asphalt layer using a paver machine.	m ³	30.00		
Sub-Total Carried Forward				

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Section 4: 100m Proposed repairs: existing Intersection repairs				
Incoming lane from East gate repairs.				
Rip and compact a 210mm existing road base for the entire length,	m ³	105.00		
Supply and place a 150mm BT2 (Bituminous treated G5 natural gravel or standard BT2) material and compact accordingly to achieve 98% Mod-AASHTO or refusal. Fill all deeper areas accordingly to ensure the road is leveled properly.	m ³	75.00		
Supply and apply asphalt primer prior to laying of asphalt layer, including all other surface preparations for laying of new asphalt mix	m ²	500.00		
Supply and install a 60mm continuous medium-graded asphalt layer using a paver machine.	m ³	30.00		
outgoing lane to East gate repairs.				
Rip and dispose of 60mm of existing top layers.	m ³	30.00		
The contractor shall fill all deeper areas accordingly, such as potholes, rutting, etc, using BT2.	m ³	37.50		
Supply and apply asphalt primer prior to laying of the asphalt layer, including all other surface preparations for laying of new asphalt mix	m ²	500.00		
Supply and install a 60mm continuous medium-graded asphalt layer using a paver machine.	m ³	30.00		
Sub-Total Carried Forward				
Installation of kerbs and road markings				
Reinstating existing kerbs where needed	Sum	1.00		
Sub-Total Carried Forward				

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Stormwater Provision				
Road marking provision using thermoplastic paint type	Sum	1.00		
Sub-Total Carried Forward				
TOTAL CONSTRUCTION COST (EXCLUSIVE OF VAT)				
GROSS TOTAL AMOUNT IN WORDS (RANDS)				

PART C3: SCOPE OF WORKS

Document reference	Title: PROVISION OF ROAD REPAIRS, SURFACING, DISPOSAL OF EXISTING WASTE ROAD MATERIAL, AND ROAD MARKING OF 300M NEWARK ROAD AND WAYFERER INTERSECTION IN THE PORT OF RICHARDS BAY.	Page number
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C3.1 EMPLOYER'S WORKS INFORMATION

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SECTION 1

1 Description of Works.

1.1 Executive Scope Summary

The works that the *Contractor is* to perform involves the following and all works shall be done according to all applicable standards and regulations,

- Repairs and surfacing of 300m Newark Road section: Wayferer vicinity.
- Provision for road marking.
- Disposal of existing waste road material.

1.2 Employer's objectives

The *Employer's* objective is to conduct road repairs to improve their conditions.

1.3 Applicable standards

- COTO standards and guidelines.
- Occupational Health and safety act, 1993.
- National Environmental Regulations, 1998,2004.
- South African National Standards (SANS) etc.
- National Port Act, 2005.
- TMH standards and guidelines.
- TRH standards and guidelines.
- SAPEM guidelines.

1.4 Interpretation and terminology

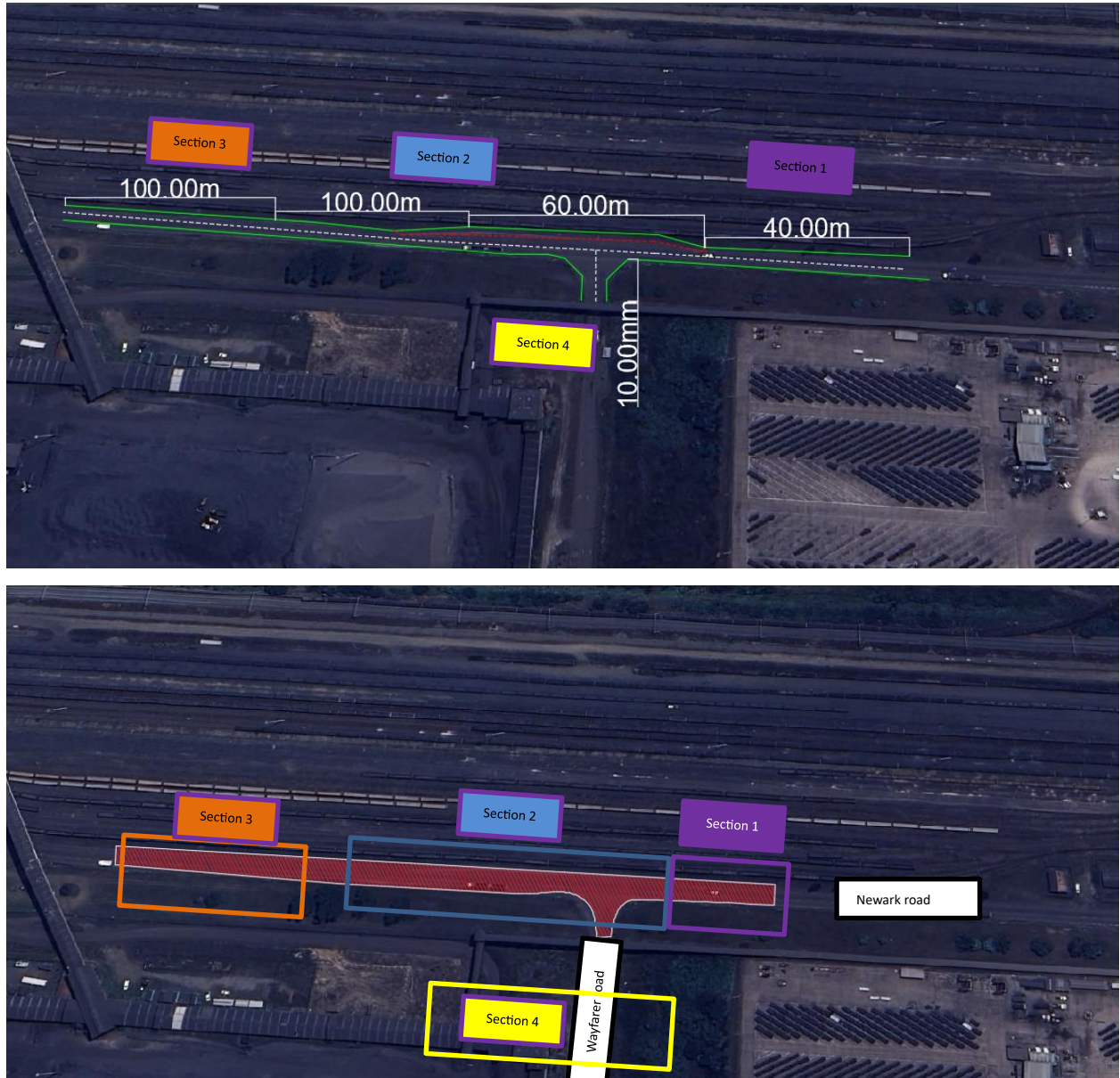
The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
DWG	Drawings
Native	Original electronic file format of documentation
BOQ	Bill of Quantity
SANS	South African National Standards
SES	Standard Environmental Specification
TMH	Technical methods for highways
TRH	Technical recommendations for highways
COTO	Committee of transport officials
SAPEM	South African pavement engineering manual
SHE	Safety, Health, and Environment
TNPA	Transnet National Ports Authority
CA	Contract Administrator
PM	Project Manager
PEO	Project Environment Officer
EMP	Environmental Management Plan
CM	Construction Manager
PPE	Personal Protective Equipment
NEC3 ECC	NEC3 Engineering and Construction Contract

2 Engineering Designs.

2.1 Newark Road: Wayfer vicinity.

The scope to be undertaken for Newark Road section includes the following:



- The *Contractor* shall rip the surface to prepare for the installation of the new layer works.
- **Section 1: 40m proposed repairs.**
 - Rip and dispose 60mm of existing top layers. The contractor shall fill all deeper areas accordingly such as potholes, rutting etc.
 - Supply and apply asphalt primer prior laying of asphalt layer.
 - Supply and install an 60mm continuous medium graded asphalt layer, using a paver machine.
- **Section 2: 60m Proposed repairs: existing Intersection repairs**
 - Rip and dispose a 220mm existing road base for the entire length,
 - Supply and place a BT2 (Bituminous treated G5 natural gravel or standard BT2) 150mm material and compact accordingly to achieve 98% Mod-AASHTO or refusal. Fill all deeper areas accordingly to ensure road is levelled properly.
 - Supply and apply asphalt primer prior laying of asphalt layer.
 - Supply and install an 60mm continuous medium graded asphalt layer, using a paver machine.
- **Section 3: 100m Newark Proposed repairs: existing Intersection repairs**
 - Rip and dispose a 220mm existing road base for the entire road length,
 - Supply and place a BT2 (Bituminous treated G5 natural gravel or standard BT2) 150mm material and compact accordingly to achieve 98% Mod-AASHTO or refusal. Fill all deeper areas accordingly to ensure road is levelled properly.
 - Supply and apply asphalt primer prior laying of asphalt layer.
 - Supply and install an 60mm continuous medium graded asphalt layer, using a paver machine.
- 1. **Section 4: 100m Proposed repairs: existing Intersection repairs**
- 2. **Incoming lane from East gate repairs.**
 - Rip and dispose a 220mm existing road base for the entire road length,
 - Supply and place a BT2 (Bituminous treated G5 natural gravel or standard BT2) 150mm material and compact accordingly to achieve 98% Mod-AASHTO or refusal. Fill all deeper areas accordingly to ensure road is levelled properly.
 - Supply and apply asphalt primer prior laying of asphalt layer.
 - Supply and install an 60mm continuous medium graded asphalt layer, using a paver machine.

1. outgoing lane to East gate repairs.

- ✓ Rip and dispose 60mm of existing top layers. The contractor shall fill all deeper areas accordingly such as potholes, rutting etc.
- ✓ Supply and apply asphalt primer prior laying of asphalt layer.
- ✓ Supply and install an 60mm continuous medium graded asphalt layer, using a paver machine.

2.1.1 Speed bumps and pedestrian sidewalk provision.

2. The *Contractor* shall supply and install a speed bump where speed bump currently exist. The old speed bump to be demolished and new once constructed in the same position.

2.1.2 Road signages.

3. The *Contractor* shall supply and install road signages as required by the implemented infrastructure.
1. Road markings using thermoplastic paint.

2.1.3 Site Establishment.

- The *Contractor shall* provide measures to accommodate traffic on site and around the Port, in areas affected by the construction activities,
- The *Contractor shall* bring all material, machinery, and equipment needed to conduct work as the schedule allows,
- The *Contractor shall* provide proper signage on site, including safety signs, open pit barricades etc.
- The *Contractor* shall establish a construction site office prior the commencement of the construction.
- All other services, facilities and equipment needed by the *Contractor* shall be established on site prior the commencement of the construction and safekeeping of the equipment remains the responsibility of the Contract while left at Transnet premises.

2.1.4 General conditions.

- The *Contractor shall* note that this is a delivery-based contract, hence all deliverables per activity shall be completed and accepted by TNPA before any payment can be made,
- In the event where, the *Contractor, Sub-contract* either project design or construction works, TNPA shall have access to the that *Sub-Contractor*, which shall give TNPA rights to request information directly from the *Sub-Contractor* and hold them accountable if need be.
- This document applies to both *Contractors* including their *Subcontractors* and Agents involved in the project for the purposes of the design and construction of the project.
- The *Contractor* shall submit the following as part of the road section commissioning, prior the assessment of the *Project Manager*, payment can be made for the activity under consideration:
 - As Built drawings including final report detailing actual as-built road section,
 - Site diaries with detailed log sheet of daily activities including activity method statement, quality testing methodology and site quality testing results, material used and their data sheet, etc.
- The *Contractor shall* submit a color printed hardcopy reports and electronic copy of the report, including investigation data sheets and photos.
- The *Contractor* shall submit a progressive photographic record (Photos and Videos) of construction from start to finish of the project.
- The *Contractor* shall submit all site diaries to the Project Manager at the end of the project,

2.2 Employer's design

- The Employer's design for the works are as follows and are as contained in the drawings outlined in annexure
 - Existing Port roads design drawings (as-builts),
 - Design reports and road master Plan,
 - Works information.
- The *Contractor* shall conduct a design to be implemented during construction. *Contractor* shall take ownership of the designs. All information (Traffic data, road designs etc.) provided by the *Employer* shall be used with caution as TNPA cannot validate them as a true reflection of the as built information. The *Contractor* is expected to conduct additional studies, where required, in order to successfully meet the objectives of this scope. This may include geotechnical sampling, topographic surveys, traffic counts etc. to successfully recommend feasible engineering designs for both road layer works and stormwater systems.
- The *Employer* grants the *Contractor* a licence to use the copyright in design data presented to the *Contractor* for the purpose of the works (and the *Contractor obligation* under paragraph 2.2 of the *Employer's* Works Information) only.

2.3 Parts of the works which the Contractor is to design

- The Employer's design for the works may be altered if the *Contractor's* suggestions are approved by the Project Manager. The Project Manager will provide the *Contractor* with all relevant drawings required to do the work; however, the *Contractor* must validate the information as TNPA cannot take any accountability for any defects, compensation events etc. arising from the *Contractor* design negligence including information used for the design purposes supplied by TNPA.

2.4 Equipment required to be included in the works

- The *Contractor* shall supply all applicable equipment to successfully undertake the works, the prices for all the equipment such as construction machinery, human resources etc. for design, construction, testing, and commissioning of the Project shall be inclusive on the quoted amount on the BOQ/Activity schedule.
- All equipment/materials to be supplied by the *Contractor* shall comply with the relevant standard specifications. Any material, tools, test equipment, cables, and devices needed for installation, testing and commissioning shall be provided by the *Contractor*.

- 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.
- All vehicles entering the operational site must be roadworthy, maintained in good order and be equipped with the necessary licences and safety requirements. All vehicles shall have operational reversing alarms. Operators must be trained and competent and authorised to operate the vehicle.

2.5 Standards and Specifications

- 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:

Title	Document No.	Revision/Date
Standardized Specification for Civil Engineering Construction - General (Part A)	SANS 1200A	*
Site Clearance	SANS 1200C	*
Earthworks	SANS 1200D	*
Earthworks (Small works)	SANS 1200DA	*
Earthworks (Pipe Trenches)	SANS 1200DB	*
Concrete (Structural)	SANS 1200G	*
Concrete (Small works)	SANS 1200GA	*
Medium Pressure Pipelines	SANS 1200L	*
Bedding (Pipes)	SANS 1200LB	*
Storm Water Drainage	SANS 1200LE	*
Pipe Flanges	SANS 1123	*
Technical methods for highways	TMH	*
Technical recommendations for highways	TRH	*
Committee of transport officials	COTO	*
South African pavement engineering manual	SAPEM	*
Urban Transportation Guidelines	UTG	*

- The SANS 1200 Series, TMH, TRH, COTO and SAPEM guidelines are applicable to all Civil Engineering Works associated with this Contract.

- 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.
- 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 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.
 - 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.
 - 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 are in accordance with the conditions of contract (and the ECC3 main and secondary options stated therein).
- Within SANS 1200 A: GENERAL 2.3 DEFINITIONS, the following apply:
 - "Acceptable. Approved (Approval)" is interpreted as either a Project Manager or a Supervisor communication or instruction in relation to Works Information compliance, consistent with the conditions of contract as the context requires.
 - "Adequate" is deleted. The Project Manager notifies the *Contractor* where the *Contractor* has not complied with the Works Information.
 - Assessment and payment are in accordance with the conditions of contract (and the ECC3 main and secondary options stated therein).

- Within SANS 1200 A: GENERAL 2.6 APPROVAL, the following applies:
 - "Approval" by either the Project Manager and/or the Supervisor is without prejudice to ECC3 Clause 14.1 and, inter alia, ECC3 Clauses 13.1, 14.3 and 27.1.
- SANS 1200 A: GENERAL 2.8 ITEMS IN SCHEDULE OF QUANTITIES, is deleted in entirety. Assessment and payment are in accordance with the conditions of contract (and the ECC3 main and secondary options stated therein).
- SANS 1200 A: GENERAL 3.2 STRUCTURES AND NATURAL MATERIAL ON SITE, applies only to the extent that it is consistent with paragraph 3.1.10 of C3.1 Employer's Works Information.
- Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:
 - Where the word or expression "Plant" is used, read "Equipment".
- SANS 1200 A: GENERAL 7.2 *CONTRACTOR'S* OFFICES, STORES AND SERVICES, applies but the Project Manager resolves any inconsistency with statements included within paragraph 3.1.11 of C3.1 Employer's Works Information.
- SANS 1200 A: GENERAL 3.1 SURVEY, applies only to the extent that it is consistent with paragraph 3.1.13 of C3.1 Employer's Works Information.
- 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".
- 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.
- Within SANS 1200 A: GENERAL 5 TESTING, the following applies:
 - Where the word or expression "Engineer" is used, read "*Supervisor*".
- SANS 1200 A: GENERAL 8 MEASUREMENT AND PAYMENT, is deleted in entirety. Assessment and payment are in accordance with the conditions of contract (and the ECC3 main and secondary options stated therein).

3 Construction Execution

3.1 Temporary works, site services & construction constraints

- **Temporary works.**

- The *Contractor* shall make provision for traffic accommodation during the study and construction. The traffic management plan shall be compiled and submitted to TNPA for approval.
- The *Contractor* shall establish a site office within TNPA identified laydown area.

- **Site services**

- The *Contractor* shall take precaution while working on site due to several services that are existing within the Port Road reserves and servitudes such as acid lines, electrical lines, network fire lines, sea-water intake lines, stormwater pipes, water pipes, sewer line, rial lines etc, damages to Port existing services remains the responsibility of the *Contractor*. All the damages shall be repaired within 24 hours, however the damages to network Fibre shall be repaired within 2 hours of the damage occurrence.
- The *Contractor* shall be held responsible for any damage to services (i.e., services that are within the site of the works) 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.
- Where the *Contractor* encounters existing underground services / existing services cables / pipe, the *Contractor* should notify the Project Manager.
- All services required for the successful completion of the work shall be provided for by the *Contractor*.

- **Construction Constraints.**

- The Port of Richards Bay is located on the wet zone with a high-water table. Hence, the *Contractor* shall comply with all environment's regulatory requirements regarding the ground water.
- The *Contractor* shall make provision for an industrial water pump, to utilise it as and when required by construction for dewatering activities.

- The *Contractor* shall make provision for adequate detours, traffic division plans to ensure that traffic disruption is minimal during construction, however disruption should be experienced often due to the traffic volumes within the Port. To ensure effective management of traffic, a Traffic management plan shall be formulated in consultation with TNPA.

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

- The *Contractor must* comply with the *Employer's* Site entry and Port security control, permits and Site regulations. The *Employer* provides coded ID cards to all *Contractors'* employees for access/egress of personnel, plant, material, and equipment within the Site boundaries.
- Access must be subject to the Transnet National Ports Authority security requirements and regulations, which states that "access should be obtained for all the *Contractor personnel* at Permit Office located at Sizakala Truck Staging Facility". The *Contractor must* make a cost and time allowance for obtaining the necessary permits, including labour and transportation within his rates. All *Contractor personnel* must at all times wear their security identity (ID) card so as to be easily identifiable as being employed by the particular company concerned.
- 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:

- 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 always observe the security rules of the Employer and must not permit any person who is not directly associated with the work from entering the premises.
- The *Contractor and* his employees must not enter any area of the premises that is not directly associated with their work.

- The *Contractor shall* ensure the safe passage of *Contractor 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.

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

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 ensures* the safe passage of *Contractor traffic* to and around the Site and Working Areas at all times that includes providing flagmen, protective barriers, signage for protection as well as route and control of traffic.
- The *Contractor ensures* 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 are allocated and coordinated by the *Project Manager*.
- The *Contractor ensures* that all his construction personnel, labour and Equipment remains within his allocated and fenced off construction area.
- All *Contractor personnel* working within Port must comply with Transnet National Ports Authority's operational safety requirements and be equipped with all necessary PPE, high visibility apparel. A floating apparel must be provided when work is conducted within two meters (behind the yellow line) of the quay wall.
- The *Contractor* shall make adequate provision for Port traffic accommodation and traffic management plan shall be evaluated continuously during the Project execution period.

3.5 The *Contractor* complies with the following [requirements of the Employer]:

- Access to the works for *Contractor personnel* must be through the Port entrances.
- Movement of construction vehicles must be managed to ensure that other users are not delayed through the operational area. Construction activities must be barricaded to always allow safe use of the road areas. No additional payment must be made for these traffic management plans, and it must be deemed to be included in the rates of the relevant items.
- The speed limit in most internal roads within the Port of Richards Bay is 40km/h unless otherwise indicated, compliance with these regulations is enforced and must be complied with, access cards/permit will be revoked if found to be non-compliant.
 - The speed limit at quayside areas within the Port of Richards Bay operational areas is 20km/h unless otherwise indicated, compliance with these regulations is enforced and must be complied with, access cards/permit will be revoked if found to be non-compliant.

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

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

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

- Normal working hours are between 08:00 and 16:30 Mondays to Fridays. It is required that the *Contractor* will work outside the stated normal working hours, the *Contractor must* obtain written permission at least 24 hours before the execution of the traffic counting exercise. TRANSNET NATIONAL PORTS AUTHORITY will not unreasonably withhold permission.

- TNPA will not be liable for any overtime incurred by the *Contractor's* employees including *sub-Contractors* during the course of the Project. *Contractor* shall plan project execution in such a way that it complies with the terms of their employees' contracts, Furthermore, the *Contractor* might be required to work overnight due to the criticality or execution requirements of the works being undertaken at that particular time.

3.8 Health and safety facilities on Site

- At all times during construction the *Contractor* is responsible for the safety of all persons on the Site and on the equipment and shall have the necessary systems and procedures in place to effectively manage this in relation to H & S requirements in addition to those of the OHSA Act and Regulation (85 of 1993, CR 2014).
- The *Contractor* complies with the requirements stated under paragraph 2.3 of C3.1 Employer's Works Information.
- 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.
- The *Contractor* complies with the CEMP and SES in the construction of the works, all as described in Employer's Works Information.
- The *Contractor shall* provide a First Aid Box and appoint a competent person.
- All vehicles entering the operational site must be roadworthy, maintained in good order and be equipped with the necessary licences and safety requirements. All vehicles shall have operational reversing alarms. Operators must be trained and competent and authorised to operate the vehicle.
- The *Contractor shall* display a sign prominently at his Site, all emergency contact numbers pertaining to procedures in the event of fire and emergencies.
- The *Contractor shall* barricade all open pit or working sites according's required.
- The *Contractor personnel* must be subject to all safety procedures and regulations as laid down by TNPA Health and Safety Specification.
- In the event of fire on work site, the *Contractor must* provide the first response to minor fires and inform TNPA personnel of the fire, then vacate the site immediately in

compliance to the *Contractor evacuation* procedure. Any major fires must be immediately reported to the TNPA Fire Department for intervention.

- 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 or within Transnet premises.
- The *Contractor must* 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 TNPA.
- All Occupational Health and Safety Act and Construction Regulations pertaining to the work being carried out must be adhered to. The *Contractor employees* must always 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.
- 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 must be in the form of the pro-forma included elsewhere in this document.
- All *Contractor staff* and labour working within Port shall comply with the *Employer's* operational Health and Safety requirements and shall be equipped with all necessary PPE, high visibility apparel and, when working within two meters of the quay wall, floating apparel.

3.9 ***Contractor Equipment***

- All equipment/materials to be supplied by the *Contractor will* comply with the relevant standard specifications. Any tools, test equipment, and devices needed for investigations, Construction, testing, and commissioning shall be provided by the *Contractor*. The rate shall be inclusive on the quoted amount.
- The contractor shall supply all construction plant such as pavers, TLB, compaction rollers, trucks etc as required by the scope of works and intensity of work.

- The *Contractor keeps* daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the Project Manager at all reasonable times.
- The *Contractor* shall be responsible for the safe keeping of his or her equipment, material, tools etc for the duration of the contract, TNPA will not be responsible for keeping records and safeguarding of equipment on site for the duration of the *Contractor*.

3.10 Equipment provided by the Employer

No equipment will be provided by the *Employer*.

3.11 Site services and facilities:

- There are no services and facilities to be provided by an employer; the *Contractor* shall provide all required services and facilities for his/her employees working on site at his own cost, all required services and facilities rates shall be included in the quoted amount.
- When required in terms of the delivery methodology, a Site will be made available to the *Contractor* as erection Site and for all his Working Areas.
- 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.
- 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.

3.12 Facilities provided by the *Contractor*

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.
- The *Contractor* must ensure that the working area is well lit at night and that all the fences, obstacles and hazards are marked.
- *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.
- The *Contractor* must maintain the working area in a neat and tidy condition to the satisfaction of the *Project Manager*.
- The *Contractor* must make his own arrangements for the disposal of sewerage and wastewater. Sewerage may not be disposed of on site. Transnet facilities may not be used.
- The *Contractor* must make his own arrangements for telecommunication facilities, if required, for his use during the execution of the Works.
- 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.
- 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*.
- Wherever the *Contractor* provides facilities (either his own or for the Project Manager and/or Supervisor) and all items of Equipment, involving, inter alia, offices, accommodation, laboratories, Materials storage, compound areas etc., within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the Employer and Others in,

on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.

- Unless expressly stated as a responsibility of the Employer, 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*.

3.13 Completion, testing, commissioning, and correction of defects

- The *Contractor shall* provide the employer with a draft copy of work for review and comments prior the submission of the final approved report.
- The work to be done by the Completion Date on or before the Completion Date the *Contractor shall* have done everything required to Provide the Works including the work listed below which is to be done before the Completion Date and in any case before the dates stated. The *Project Manager* cannot certify Completion until all the work listed below has been done and is also free of Defects, which would have, in his opinion, prevented the Employer from allowing the traffic through a newly constructed road by the *Contractor*.

Item of work	To be completed by
Construction	20 Weeks after award

3.14 The *Contractor* is permitted to carry out the following works after completion:

On or before the Completion Date the *Contractor shall* have done everything required to Provide the Works except for the work listed below which may be done after the Completion Date but in any case, before the dates stated. The *Project Manager* cannot certify Completion until all the work has been done which would have, in his opinion, prevented the *Employer* from proceeding forward with the project.

- Construction defects such as failing asphalts,
- Cleaning of site for handover.
- One of the project deliverables are not completed.

3.15 Materials facilities and samples for tests and inspections

- The *Contractor shall* conduct road material testing in a SANAS approved laboratory and as outlined by SAPEM, TRH and TMH standards and regulations,
- All works outlined in the scope of work shall be conducted as required by the applicable standards and regulations.
- The *Contractor shall* provide the *Project Manager* with the site compaction test report for each road layer placed, including the material data sheet including laboratory material classification report for the layers on site or imported layers for the purpose of construction,
- Asphalt design shall be supplied to TNPA, and data sheets shall be provided to TNPA for any asphalt material to be installed within TNPA sites.
- Concrete testing reports including mix design, Slump test, cube test etc. shall be provided to TNPA.
- The information highlighted shall be provided to the *Project Manager* as and when required by the *Project Manager*, however, whenever each layer is completed on the road section under consideration is completed, the testing report shall be provided before the *Contractor* can cover the layer. The material data sheet shall be submitted to the *Project manager* prior the material can be delivered on site.
- The *Contractor and Project Manager* shall arrange to review and signoff the site diary weekly, however preferable site diary will be signed daily.

- The *Project Manager* together with other Transnet representatives will inspect work undertaken by the *Contractor*, the *Contractor* shall not cover any work prior TNPA have inspected and signoff on the activity being completed.

3.16 Commissioning

- The Project will follow a sectional commissioning due to the nature of the works the Project entails. The *Contractor shall* provide the employer with the following information on the report to deem the project completed/ road section complete,
 - Material data sheet and site testing reports.
 - Site diary for each completed road.
 - Construction schedule,
 - Construction risk assessment,
 - Traffic management plan,

3.17 Use of the works before Completion has been certified

- In terms of Clause 35.2 in ECC the Employer may use any part of the works before Completion has been certified.
- The *Contractor ensures* that the Project Manager has a full and accurate dossier of As-built documents that represent the status of the completed works (to include Plant within the works) to present to the *Employer*.

3.18 Co-operating with and obtaining acceptance of others

- The *Employer* (including the agents of the *Employer*) operates on Site during the entire duration of the Contract period.
- 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.
- The *Contractor shall* make provision for continuous traffic movement during site work.
- The *Employer's* normal operations, maintenance and other construction contracts must continue during the currency 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.

- Alternative site routes for emergency vehicles must be discussed with the *Project Manager* during the compulsory meeting.
- The *Contractor provides* name-boards. The sites will be identified and instructed by the *Project Manager*.
- 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.
- 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.
- 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.

3.19 Publicity and progress photographs

- 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.
- 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.
- The *Contractor does* not advertise the *Contract* or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the Project Manager.
- The *Contractor obtains* the permission and approval of the Project Manager before erecting any notice boards or using the details of the contract in any advertising media.
- The *Contractor provides* a complete digital photographic record (Photos and Videos) of the progress on site and in the testing laboratory to the Project Manager, weekly or as an when required as part of the *Contractor programme* narrative report.

- 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

4 Procurement

4.1 Code of Conduct

- 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.
- 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.
- behaviours that will enable this transformation.
- Transnet will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.

4.2 People Management

- **Minimum requirements of people employed on the Site:**
 - Direct employment of all labour is preferred.
 - Wherever possible, general labour shall be recruited from the communities that are local to the Port of Richards Bay.
 - Recruitment of labour in and around the site is not permitted.
 - Recruitment of personnel already employed within the Port of Richards Bay is expressly prohibited.
 - All personnel shall provide proof of competency appropriate to their appointment.
 - 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.

4.2.1 Sub-Contracting.

Preferred sub-contractors

For the purpose of this tender there is no preferred sub-*Contractors*, however the Main *Contractor* shall follow all relevant standards and guidelines of subcontracting as outlined by National Treasury.

The *Contractor* shall comply with all relevant Supplier Development (SD) guidelines and procedures as outlined by National Treasury.

Subcontract documentation, and assessment of subcontract tenders

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.

- Where the *Contractor* employs a sub*contractor* who constructs or installs part of the works or who supplies Plant and Materials for incorporation into the works which involves a sub*contractor* operating on the Site and/or Working Areas, then the *Contractor* ensures that any such sub*contractor* complies with the CEMP, SES and PES (described under paragraph 6.4 of the Works Information) as appropriate and

that the subcontract documentation places back-to-back obligations on the *subcontractors* which reflect the *Contractor's* obligations under the CEMP, SES and PES, all within the *Contractor's* Quality Management System as per paragraph 6.5 of the Works Information.

- 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.

Limitations on subcontracting

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.

Attendance on subcontractors

- The *Contractor shall* ensure that the quality assurance requirements placed on him under this Contract are transferred into any subcontracts.
- 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.
- The *Contractor* must notify the *Project Manager* of all inspections at his sub-*Contractor* s 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.

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, however the *Contractor* shall utilise these drawings with precaution as they can not be validated as

Built drawings. The *Contractor* is required to conduct site inspection, investigations and design prior to construction commencing on site.

The *Employer* can be held responsible for any matters arising due to utilising the supplied information (by the *Contractor*) without being validated by *Contractor* 's subject matter experts (Traffic and Pavement Engineers). Any defects arising from the utilization of TNPA supplied information in form of drawings, designs report will not be deemed as valid, when such defects need to be compensated.

Drawing number	Title
31687c-114-01	Newark road

SECTION 2

6. Management and start up

6.1 Management Meetings.

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information and at times and locations to suit the Parties, Records of these meetings are to be submitted to the Project Manager by the person convening the meeting within five days of the meeting.

All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Contract Management (overall contract progress and feedback, including risk register and compensation events)	Every 2 weeks	Pioneer Centre Port of Richards Bay	CM, Project Manager, Supervisor, <i>Contractor's</i> Project Manager, Project Team
SHE meetings	Weekly	On-Site	CSHO, EO, CM, Project Manager, SHEC, <i>Contractor's</i> Project Manager, Project Team
Safety Action Meetings	Weekly	On-Site	CM, Project Manager, HSR, <i>Contractor's</i> Project Manager, Project Team
SHE Pre-mobilisation Meeting	Within 1 week prior to site establishment by <i>Contractor</i>	On-Site/ Pioneer Centre Port of Richards Bay	CM, Project Manager, HSR, EO, CSHO, <i>Contractor's</i> Project Manager
Stakeholder Engagement Meetings	Monthly	Pioneer Centre Port of Richards Bay	Client, CM, Project Manager, HSR, <i>Contractor's</i> Project Manager, Project Team

6.2 Documentation Control

- In undertaking the 'Works' (including all incidental services required), the *Contractor shall* conform and adhere to the requirements of the '*Contractor Documentation Submittal Requirements*' Standard. The *Contractor is* to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation.

- The 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.
- The contract shall communicate via E-mail and all other hard copy document can be handed over to the *project manager* or posted via the following Physical address.

The formal **Physical Address** for the Contract will be:

Pioneer Centre
San Thom Road
Port of Richards Bay
RICHARDS BAY

- This address will only be used in instances where documentation is couriered or hand delivery at the Site address is not possible.
- The *Contractor* should submit the organisational structure for purpose of the lines of communication once the contract is awarded on the kick-off meeting.
- All project documents shall be sent to the following personnel electronically and the *Contractor* shall submit hardcopies for all documents sent via email. All drawings shall be printed in an A1 colour (2 paper copy and 2 Sepia copy).

TO: TNPADocControlRCB@transnet.net.

CC: Zinhle Gumede: Zinhle.gumede2@transnet.net

- All detailed calculations, native software's format drawings, simulations shall be provided to TNPA, all drawings shall be compatible with AutoCAD software and other formatting tools specification highlighted in this works information somewhere. All outputs for the purposes of this project shall be handed over to TNPA as and when required during the

duration of the contract and all other documents shall be submitted to TNPA during the contract closeout.

- The control, maintenance and handling of these documents will be the *Contractor's* sole.

6.3 Site Supervision.

- The *Contractor* shall comply with OH&S Act – Section 8, 9, 13 and 16 and the Construction Regulations 2014.
- 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)).
- 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).)
- 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.
- 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.
- 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.
- 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.
- 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.

6.4 Penalties

TNPA Port of Richards Bay may impose penalties for:

- Failure to complete the works by the completion date.
- Non-compliance to SHE requirements resulting in incidents.
- Disruption to Port Operations resulting in Port operations delays.

Penalties will be charged at R2000 per calendar day for work remain incomplete after the agreed completion date or as determined by the TNPA Procurement Department. SHE and Port Operations related incidents or delays penalties will be accessed based on the magnitude of the damaged or delays caused by the *Contractor*. Procurement, legal and finance departments shall advise accordingly for any incident occurred on site or around the Port either resulting to damage to infrastructure, human, environment, Port operations delays etc.

6.5 Site diary

- The *Contractor shall* keep daily log records of site activities: Task name, activity time, task methodology, resources used (Tools, machinery, personnel etc) and task constrains etc.
- The *Contractor shall* record weather information at all times,
- During any layerworks placement temperature, moisture content, humidity, and other relevant weather conditions details shall be recorded accordingly.
- Any material placed on site or installed shall be done in accordance with specified installation methodology or weather conditions, hence the record of current weather conditions and acceptable material placing weather conditions shall be always recorded on the site diary.

- Site Diary shall be inspected and signed by the *Project Manager* as and when required by the *Employer*, hence Site Diary shall be provided to the *Project Manager*, or any person acting on behalf of the employer and authorised to communicate with the *Contractor*.

6.6 Quality assurance requirements

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 (QAL-STD-0001).

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.

The *Contractor* submits his Quality documents to the Employer as part of his programme under ECC Clause 31.2 to include details of:

1. Project Quality Plan for the contract SHALL cover project scope and be aligned to General Quality Requirements for *Contractors* and Suppliers.
2. Quality Manual that is aligned to ISO 9001:2015 QMS requirements.
3. Project Specific Quality Data Book Index.
4. Quality Officer with Quality Diploma/Certificate, ISO 9001:2015 QMS Understanding and Implementation and Auditing trainings, with a minimum of 3 years' experience in similar projects.
5. 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.

6.6.1 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*.

6.6.2 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.

6.6.3 Quality Data Book Index

The *Contractor* shall submit a project specific quality data book index that lists all the project deliverables as per the contract requirements.

6.6.4 Quality Officer

The *Contractor* shall nominate a suitably experienced quality representative for all aspects of the Works, including general Site activities, with a staff complement that is adequate to perform the requirements of the PQP. The *Contractor* shall submit the CV and qualifications / certificates of his nominated quality representative for the Project Manager's review and approval.

6.6.5 Quality Control Plan

- a) The *Contractor shall* provide a Quality Control Plan (Inspection and Test Plan) specifying his proposed quality control activities for the entire scope of supply and scope of works. The Quality Control Plan shall incorporate, as a minimum, an INSPECTION CHECK LIST. The Quality Control Plan 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 Plan shall be prepared on the *Contractors / Suppliers'* standard format.
- b) Deviations from this Quality Control Plan may only be permitted following acceptance in writing by the Engineer and/or the appointed Third-Party Inspection Authority.
- c) The *Contractor* shall not undertake any work in advance of the review and acceptance of the Quality Control Plan without the written consent of Transnet.

- d) During the review of the Quality Control Plan / Inspection and Test Plan, Inspection and Test intervention points will be included by Transnet and, where applicable, the Third-Party Inspection Authority to indicate their intended monitoring during manufacturing, fabrication, and installation.
- e) The *Contractor* / Supplier shall ensure that any work sub-contracted will be covered by Quality Control Plans / Inspection and Test Plans generated by the relevant Sub-*Contractor* or Supplier.

6.6.6 **Sub-contractors**

The *Contractor* shall also ensure that all Sub-*Contractor*s are suitably qualified and experienced to carry out the work for which they have been sub-contracted.

The *Employer* may, at own discretion, require a Quality Audit of sub-*Contractor* (s) to ensure that the sub-*Contractor* (s) have the necessary management, facilities, skilled staff, and quality control facilities to carry out the Works to ensure compliance with the Works Information.

The *Contractor shall* accept full responsibility for the quality of his sub-*Contractor* (s) work and of materials used, irrespective of any quality surveillance that may be carried out by the *Employer* or his representative.

6.6.7 **Further high-level Quality assurance requirements the *Contractor* to consider.**

- The *Contractor shall* use a SANAS accredited laboratory,
- The inspection, sampling and testing shall be conducted by a competent person, shall be registered with ESCA or other relevant bodies.
- The final report shall be signed off by the professional registered person (Pr. Engineer or Pr. Tech).
- 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. Quality related reports includes material classification reports, laboratory testing, site compaction testing reports, concrete designs, slump tests, signalling commissioning etc.
- The *Contractor shall* comply will all relevant road construction standards, regulations, and principles.

6.7 Programming constraints

- The *Contractor shall* submit the programme showing the timelines of the project. When any challenges are experienced by the *Contractor*, a revised programme shall be sent to the Project Manager.
- The *Contractor shall* be aware that the works will be conducted in operational roads hence the programme shall accommodate delays due to traffic accommodation.
- The *Contractor shall* submit a schedule for completion of each road section proposed on this project.
- The *Contractor presents* his first programme and all subsequently revised programmes 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.

6.8 Work guarantee

- All works shall be conducted in accordance with applicable standards, and all done not as specified in applicable standards will not be accepted,
- The *Contractor shall* not cover any work prior all quality assurance testing has been concluded and deemed appropriate by the *Employer*.
- The *Contractor shall* afford the TNPA an opportunity to review and comment on the study report prior a final copy shall be submitted for acceptance and payment.
- The *Contractor shall* provide the *Employer* with 12 Months workmanship guarantees, furthermore the *Contractor shall* provide the *Employer* with maintenance plans for the road pavement constructed within the Port.

6.9 Retention

- 10% of the contract value shall be kept by TNPA for a period of 6 months from the date of commission, if any defects arise within the workmanship guarantee of the *Contractor and* the defects can be justified as the workmanship or quality related defect, the retention amount will be used to rectify the defect. The 10% retention

amount shall only be released once the *Contractor had* rectified all shortcoming in the engineering report and deemed complete as per the project requirements specified under section 3 of the document and all associated document that might include project scope.

6.10 Contractor management, supervision, and key people

- No sample shall be taken off site, prior being inspected by the *Project Engineer*, the samples shall be taken to the laboratory on an enclosed sample box.
- No work shall be covered up or put out of view without the approval of the Project Manager. The *Contractor shall* afford full opportunity for the Project Manager to examine and measure any work, which is about to be covered up or put out of view and to examine/test the layers before the final layer work is placed thereon.
- The *Contractor* shall provide the *Project Manager* with all quality assurance related documents or testing related to the activity being undertaken, once the *Project Manager* has reviewed and inspected the work on site, the *Contractor can* cover and proceed to the next activity.
- The *Contractor shall* give due notice to the *Project Manager*, whenever any work that is ready or about to be ready for examination. The *Project Manager* shall, without unreasonable delay, examine and or measure such work as required.
- No work will be recognised for additional payment unless it has been recorded and signed in the aforesaid book by the *Project Manager*. Where *Contractor* feels that compensation event is applicable, such compensation event shall be launched with immediately, the *Project Manager* shall assess the event, the relevant NEC contracts guidelines relating the Contract shall be applicable. The approval or decline of such compensation event shall be formal communicated via email within a reasonable timeframe.
- The *Contractor shall*,
 - Reporting of all incidents to the *Project Manager*,
 - Attendance at all SHE meetings, toolbox talks and induction programmes,
 - Litter control and ensuring the *Contractor clears* litter from the Site and Working Areas; and
 - Ensuring that SHE signage and barriers are correctly placed.

6.11 The *Contractor* Invoices

- When the *Project Manager* certifies payment following an assessment date, the *Contractor* complies with the Employer's procedure for invoice submission.
- The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor as* stated in the payment certificate.
- The invoice states the following:

Invoice addressed to Transnet SOC Ltd.

Transnet SOC Limited's VAT No: 4720103177.

Invoice number:

The *Contractor* VAT Number; and

The Contract name: ***Newark road section repairs: wayfarer section.***

6.11.1 Invoices submitted by post are addressed to:

The formal Postal Address for the Contract will be:

P.O. Box 181

RICHARDS BAY

3900

SOUTH AFRICA

This address will only be used in instances where delivery at the Site address is not possible, or documentation is originated from a remote address.

The formal Physical Address for the Contract will be:

Pioneer Centre

San Thom Road

Port of Richards Bay

RICHARDS BAY

3900

This address will only be used in instances where documentation is couriered or hand delivery at the Site address is not possible.

Electronic invoice copy shall be sent to the following email address.

- TNPADocControlRCB@transnet.net.
- Zinhle.gumede2@transnet.ent

6.12 Performance measurement and reporting

- 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.
- 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.
- 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.

- 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.
- 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*.

6.13 Working at night.

The following are recommended components of a *contractor* for nighttime works.

- 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 *Contractor* 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 nighttime construction works. It is recommended that TNPA representative should also notified TNPA responsible personnel about intended night shift work.
- 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 nighttime 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 is 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.

SECTION 3

7. Health, Safety, and Environmental management.

7.1 *Contractor's* General Requirements for Health and Safety

- The *Contractor* shall comply with the requirements of the Project Site Specific Health and Safety Specification.
- 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.
- The *Contractor* shall conduct a baseline risk assessment for the designs and construction of the project to formulate a risk management plan for the Project. The baseline risk assessment shall comply with requirements of ISO 31000(Risk management — Guidelines). The methodology used to conduct risk assessments shall be clearly defined on the risk management plan report.
 - The baseline risk assessment shall reflect all the risk associated with activities including the evaluation of those risks. The following information shall be reflected on the Baseline risk assessment register.
 - Activity
 - Risk Description
 - Risk Sources
 - Risk analysis (Quantitative or/and qualitative)
 - Risk Treatment plan
 - Risk owner/ responsible person.
 - Risk treatment effectiveness analysis
 - Risk monitoring and report including reviews.
- 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*.
- The *Contractor* must comply and is responsible for ensuring that all of its Sub-*Contractor*s 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.
- The *Contractor* and his employees shall have valid safety training and medical certificates from a registered Occupational Health Medical Practitioner when accessing or working on site. Copies of which shall be submitted to the *Project Manager and Project Risk officer* at the commencement of the contract.

The following personal protective equipment shall be worn at the Works when applicable.

- Full overalls
- Hard hats with chin straps.
- Acceptable Hearing Protection.
- Provision of Safety Glasses/Goggles.
- Full Safety harnesses attached to the structure when working at heights.

- All persons shall wear either yellow or orange reflective vests. This is a prerequisite of Transnet.
- No alcohol is permitted on Site and within TNPA property. The Employer has a zero-tolerance policy in this regard and all personnel entering the Site will be required to undergo breathalyser tests.

7.2 *Contractor's* Health and Safety Manager Responsibilities.

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 actions.
- Manage site health and safety during defects liability period.
- Prepare a health and safety close-out report as per Client requirements.

Health and Safety Manager must register with SACPCMP to be allowed to practise construction safety in Transnet National Port Authority managed projects.

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 Manager 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.

7.3 Contractor's Safety Officer

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). If more than 100 employees are deployed on the project site(s) (directly or through sub-*Contractor* s), 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.

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-*Contractor* s) 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.

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-*Contractor's* 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-*Contractor*s), 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.

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.

7.4 Contractor's Safety Manual

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.

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.

7.5 Performance Measurement and Reporting

7.5.1 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.

7.5.2 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.

7.5.3 **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.

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.

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.

7.5.4 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.

7.5.5 Involvement, Communication and Motivation

The *Contractor and subcontractors' s* workforce must, through their supervision, safety notice boards, toolbox meetings and daily pre-start meetings be kept aware of safety related matters.

7.5.6 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 "toolbox" meetings to discuss safety issues and procedures.

7.5.7 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.

7.5.8 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.

7.5.9 Site Safety Review Committee

The *Contractor* complies with the requirements of the SSRC with respect to his own activities and others on the Site and Working Areas.

7.6 Contractor's Environmental Management.

- The *Contractor* complies with the EMP while conducting the works.

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
 - Emergency situations
- Closure: The EMP must commit to a Closure Plan that will identify impacts and outline remediation measures.

7.6.1 **Construction Waste management**

The *Contractor must*:

- Make provision of properly labelled waste receptacles, i.e., hazardous waste, recycled waste 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. 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.
- Waste must not be stored onsite, all waste material must be stored in the waste receptacles and transported to the landfill site by an approved waste *Contractor*.
- The *Contractor* has no title to all materials arising from excavation and demolition in the performance of the works with title to such materials remaining with the *Employer*. The *Project Manager* must instruct the *Contractor* how to label, mark, set aside and/or dispose of such materials for the benefit of the *Employer* in accordance with ECC3 Clause 73.1.
- Road within the Port consist of cargo contaminated road surface, where road is gravel, the composite of surface material can be classified as hazardous hence hazardous procedures of removing, transporting and disposal of hazardous

material shall be followed. The *Contractor* shall be aware Bayvue precinct road consist of cargo spillage hence the milling and recycling of Asphalts will not be feasible due to the magnitude of cargo spillages in the area. The surface material shall be safely disposed as guided by hazardous waste handling. Provision for removal and disposal remains the responsibility of the *Contractor*, the *Contractor* shall include in his rate, removal and disposal of hazardous waste from site.

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

- The *Contractor must* take particular note of the environmental requirements contained in the *Employer's* Construction Environmental Management Plan.
- 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* expense.



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2024/07/0008/70864/RFQ

DESCRIPTION OF THE WORKS: PROVISION OF ROAD REPAIRS, SURFACING, DISPOSAL OF EXISTING WASTE ROAD MATERIAL, AND ROAD MARKING OF 300M NEWARK ROAD AND WAYFERER INTERSECTION IN THE PORT OF RICHARDS BAY.

PART 4: 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

1.1.1 The Port of Richards Bay is situated at longitude 32° 02' E and latitude 28° 48' S, is South Africa's most northern and easterly port, located 160 km northeast of Durban and 465 km southwest of Maputo.

1.1.2 The study will be conducted within the Port of Richards Bay, see Port Road layouts on figure 1 below and detailed engineering drawing layout attached on the scope of works, The *Contractor* shall ensure that safe and proper access to all Port facilities is maintained. The *Contractor* employees will have to go through Port induction prior commencement of the works.

Site location coordinate: 28°47'6.46"S, 32° 2'40.85"E.



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Figure 1 Project scope site.

- 1.1.3 Prospective Contractor shall attend the compulsory briefing session to acquaint themselves with the nature of the Works, the condition under which the work is to be performed, the means of access to site, any limitations or other authorities and all matters that may influence or affect the *Contractor*.
- 1.1.4 There is a permit card access system to enter the Port Area. The Port staff must arrange the required access permits and issue them to the *Contractor* free of charge. Should any person lose his/her access permit these must be replaced at a cost of R 360-00 per person, cost to be incurred by the *Contractor*. This must also apply if permits are not returned at the end of the project completion.
- 1.1.5 Normal working hours are between 07:30 and 16:30 Mondays to Fridays. If it is required to work outside the stated normal working hours, the *Contractor* must obtain written permission at least 24 hours before such work needs to be undertaken. TRANSNET NATIONAL PORTS AUTHORITY will not unreasonably withhold permission
- 1.2. Existing buildings, structures, and plant & machinery on the Site**
- 1.2.1 The *Contractor* shall be made aware of Port stakeholders utilising roads within the Port hence precautional measures and proper planning shall be conducted prior commencement of work to avoid limited road disruption to several operational areas within the Port.



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DESCRIPTION OF THE WORKS: PROVISION OF ROAD REPAIRS, SURFACING, DISPOSAL OF EXISTING WASTE ROAD MATERIAL, AND ROAD MARKING OF 300M NEWARK ROAD AND WAYFERER INTERSECTION IN THE PORT OF RICHARDS BAY.

1.3. Subsoil information

- 1.2.2 The existing road subsoil information is to be provided to the Contractor; however, the Contractor shall do due diligence to ensure the validity of data, as TNPA will not be held responsible for any defects or errors arising from TNPA-supplied data.

1.4. Hidden services

- 1.4.1 The *Contractor* is to apply care not to damage existing services. The Contractor is required to hand dig the site to prevent damages to services running on site.