

Transnet National Ports Authority
an Operating Division **TRANSNET SOC LTD**
[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE: N2 FORESHORE REHABILITATION AT THE PORT OF PORT ELIZABETH FOR A PERIOD OF FIFTEEN (15) MONTHS

RFP NUMBER	: TNPA/2026/07/0005/114578/RFP
ISSUE DATE	: 23 October 2026
COMPULSORY BRIEFING	: 02 November 2026
CLOSING DATE	: 23 November 2026
CLOSING TIME	: 16h00
TENDER VALIDITY PERIOD	: 12 weeks from closing date

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

It is estimated that tenderers must have a **CIDB contractor grading designation of 9CE**.

"The CIDB Standard for Developing Skills through Infrastructure Contracts, published in Government Gazette 54575 dated 24 April 2026 and the CIDB Standard for Indirect Targeting for Enterprise Development through Construction works Contracts, published in Gazette No.54575 of 24 April 2026 is applicable to this project"

Note: Each of the Standards above, where applicable to this tender, have a related fee which is contained in the Bill of Quantities. Additionally, a CIDB BUILD fee at the rate of 0,2% of the tendered value, up to a maximum of R2,000,000.00 is included in the Bill of Quantities.

DESCRIPTION	N2 FORESHORE REHABILITATION AT THE PORT OF PORT ELIZABETH FOR A PERIOD OF FIFTEEN (15) MONTHS
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	A compulsory tender clarification meeting will be conducted at: TNPA Lower Ground Canteen, Port Administration Building, Green Street Port of Port Elizabeth on 02 November 2026, at 10:00am [10 O'clock] for a period of ± two (2) hours. The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.
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	A compulsory 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 driver's licences are on them for inspection at the access control gates. Tenderers will complete an attendance register, which will be used by the Employer's Representative to sign the compulsory returnable T2.2-01 Certificate at the end of the site visit. Tenderers failing to attend the compulsory tender and site briefing will be disqualified.
B.U.I.L.D PROGRAMME CONDITIONS	The successful Tenderer will be required to adhere to the requirements of the selected BUILD Programme as a condition of contract.
CLOSING DATE	16:00 on (23/11/2026) Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

2. TENDER SUBMISSION

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

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

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
 - Click on "SIGN IN/REGISTER – for tenderer to register their information (must fill in all mandatory information);
 - Click on "SIGN IN/REGISTER" - to sign in if already registered;
 - Toggle (click to switch) the "Log an Intent" button to submit a tender;
 - Submit tender documents by uploading them into the system against each tender selected.
 - **Tenderers are required to ensure that electronic tender submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by tenderers as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**
 - **Tenderers must ensure that the filenames of the documents intended for upload do not contain special characters, e.g. #, %, etc. The use of special characters will result in document upload failure. Only alphabetical/ numerical characters may be used.**
- b) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to tender as well as submitting any tender.
- c) Transnet will **NOT** accept a tender or will disqualify a tenderer who submits a tender in the Transnet e-tender submission through another tenderers'/Company's profile. In other words, each tenderer must register the intent to tender and submit its tender through its own profile under the same company name that will eventually tender for the tender. No company shall submit a tender on behalf of another company regardless of the company being a subsidiary or holding company.
- d) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a tender on behalf of the Joint Venture.
- e) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.

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

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);

- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-21], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
- *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*
- 4.13. Transnet reserves the right to verify the references submitted by the highest-ranked tenderer(s) to confirm the validity and authenticity of the experience claimed. Where a referenced organisation cannot be contacted using the details provided, Transnet will make at least three (3) documented attempts. Should these attempts be unsuccessful, Transnet will notify the tenderer and allow a period of forty-eight (48) hours for the tenderer to facilitate contact with the relevant referee. Transnet may also undertake reasonable due diligence measures to verify the credibility of the referee. If the experience cannot be verified to the satisfaction of Transnet, the points awarded for the relevant evaluation criterion may be withdrawn, which may result in a revision of the tenderer's overall ranking.
- 4.14. Where any information submitted (including, but not limited to, reference letters) is found to be false, misleading, and/or fraudulent, Transnet reserves the right to take appropriate action, including the application of sanctions as provided for in clauses 5.1 and 5.2 of the Service Provider Integrity Pact.



- 4.15. All tenderers must not submit information relating to 3rd parties as part of their tender submission unless there is an agreement between the tenderer and the 3rd party, for the tenderer to submit such information, or the tenderers have formed a JV/Consortiums or the information is relating to a subcontractor.

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**)

IF YOU **DON'T** REPORT IT, YOU **SUPPORT** IT!



Transnet urges its clients, suppliers and the general public

to report any fraud or corruption to

TIP-OFFS ANONYMOUS: 0800 003 056

OR Transnet.Reportit@outlook.com

SECTION 1: SBD1 FORM**PART A****INVITATION TO TENDER**

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF TRANSNET NATIONAL PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD							
TENDER NUMBER:	TNPA/2026/07/0005/114578/RFP	ISSUE DATE:	23/10/2026	CLOSING DATE:	23/11/2026	CLOSING TIME:	16:00
DESCRIPTION	N2 Foreshore Rehabilitation at the Port of Port Elizabeth for a period of Fifteen (15) months						
TENDER RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS							
Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to tenders and upload their tender proposals/responses on to the system. The Transnet Digital Submission Portal can be accessed as follows: a) Log on to the Transnet eTender Portal (https://transnetetenders.azurewebsites.net) b) Click on "SIGN IN/REGISTER –to register new tenderer information and ensure that all (must fill in all mandatory information is completed) OR; ▪ - to sign in if already registered; c) Click on "ADVERTISED TENDERS" to view advertised tenders; d) Toggle (click to switch) the "Log an Intent" button in order to be able to activate the submission of a tender; e) Respondents are to submit tender documents by uploading them onto the system against each tender selected. A Tenderer can upload 30mb per upload and multiple uploads are permitted. g) Tenderers should ensure that electronic tender submissions are submitted at least a day before the closing date and tenderers should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by tenderers as a result of their own technical challenges. h) No late submissions will be accepted. i) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to tender as well as submitting any tender. j) Transnet will not accept a tender or will disqualify a tenderer who submits a tender in the Transnet e-tender submission through another tenderers'/Company's profile. In other words, each tenderer must register the intent to tender and submit its tender through its own profile under the same company name that will eventually tender for the tender. No company shall submit a tender on behalf of another company regardless of the company being a subsidiary or holding company. k) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a tender on behalf of the Joint Venture. L) A detailed tenderer guide can be found on the Transnet Portal https://transnetetenders.azurewebsites.net							
TENDERING PROCEDURE/TECHNICAL ENQUIRIES MAY BE DIRECTED TO:							
CONTACT PERSON	Phelokazi Madaki						
TELEPHONE NUMBER	N/A						
FACSIMILE NUMBER	N/A						
E-MAIL ADDRESS	TNPATenderenquiries3@transnet.net						
SUPPLIER INFORMATION: NB – Contact details below will be used to make contact with the tenderer. Return of other contact details anywhere else in the tender document will <u>NOT</u> be used to contact the tenderer							
NAME OF TENDERER							
POSTAL ADDRESS							

Tender Number: TNPA/2026/07/0005/114578/RFP

Description of the Works: N2 Foreshore Rehabilitation at the Port of Port Elizabeth for a period of Fifteen (15) months

STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
IT IS A CONDITION OF THIS TENDER THAT THE TAX MATTERS OF THE SUCCESSFUL RESPONDENTS BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH SOUTH AFRICAN REVENUE SERVICE (SARS) TO MEET THE RESPONDENTS TAX OBLIGATIONS.			
	TCS PIN	OR	CSD No
SUPPLIER COMPLIANCE STATUS	☐ Yes ☐ No	BBEEE STATUS LEVEL SWORN AFFIDAVIT	
If Yes, Who was the Certificate issued by?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	☐	A REGISTERED AUDITOR	
	NAME:		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]			
5 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	6 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER QUESTIONNAIRE BELOW]
Signature of the Tenderer		Date:	
QUESTIONNAIRE TO TENDERING FOREIGN SUPPLIERS			
IS THE TENDERER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO DOES THE TENDERER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO DOES THE TENDERER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO DOES THE TENDERER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO			
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.			

PART B TERMS AND CONDITIONS FOR TENDERING

1. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF TENDERER:

CAPACITY UNDER WHICH THIS TENDER IS SIGNED:

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

DATE:_____

T1.2 TENDER DATA

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

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

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

CIDB BUILD Programme

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

The Employer reserves the right, prior to contract award, to review the applicability of the BUILD Programme requirements based on the final evaluated tender amount, any approved negotiations, corrections, arithmetic adjustments, changes in scope, or other factors affecting the final contract value.

Should the final contract value **fall below the applicable threshold for BUILD Programme** implementation, the Employer may remove, amend, or adjust the BUILD Programme provisions and associated Bill of Quantities items before contract award without affecting the validity of the tender process.

Conversely, should the final contract value **meet or exceed the applicable threshold, the BUILD Programme** requirements shall remain applicable and be reflected in the final contract documentation.

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

Clause	Data
C.1.1 The <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:	Procurement Lead
Name:	Phelokazi Madaki
Address:	eMendi Administration Building N2 Neptune Road, Off Klub Road Port Of Ngqura Port Elizabeth.
E – mail	TNPATenderenquiries3@transnet.net
C.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
1. Stage One – Test for Responsiveness.	
Stage 1.1 - Eligibility with regard to attendance at the compulsory clarification and site meeting:	

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

Stage 1.2 - Eligibility in terms of the Construction Industry Development Board:

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

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

Stage 1.3 - Valid Professional registration for the following Key personnel.

All certificates will be evaluated by reference to the relevant Built Environment Professional Councils' web page. Notwithstanding copies of professional

registrations, registrations are required to be **valid on the council web site at the time of evaluation**, failing which the tender will not be further evaluated.

Key Personnel	Proof of valid registration with
Construction Manager	Professional Construction Manager –registered with SACPCMP (South African Council for the Project and Construction Management Professions) as a Professional Construction Manager (Pr.CM)
Construction Project Manager	Professional Construction Project Manager – registered with SACPCMP (South African Council for the Project and Construction Management Professions) as a Professional Construction Project Manager (Pr.CPM)
Construction Health and Safety Officer	Professional Construction Health and Safety Officer (CHSO) registered with SACPCMP (South African Council for the Project and Construction Management Professions) as a Professional Construction Health and Safety Officer.

Stage 1.4 - Submission of a signed and completed form of offer and acceptance

Stage 1.5 - Submission of a fully completed Bill of Quantities (BOQ).

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

2. Stage Two - Functionality

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

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 minimum threshold for functionality will result in the tender being disqualified and removed from any further consideration.

3. Stage Three – Evaluation of Final weighted Score:

Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the **80/20 or 90/10** preference points systems. The lowest acceptable tender will be used to determine the applicable preference point system.

4. Stage 4: Risk Assessment

In accordance with the CIDB Standard Conditions of Tender, clause C.3.13, a risk assessment will be done prior to the award of this tender to ascertain whether there will be any potentially unacceptable risks to the employer which can't be mitigated satisfactorily prior to award. Risks identified will purely come with the information supplied with tenders during tender evaluation, i.e. need to be clarified for mitigation thereof.

The risks, root causes and mitigations will be identified as part of this process. This is done in keeping with the prescripts of CIDB Standard for Uniformity, Annexure C, Standard Conditions of Tender, C.3.13.

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. Either T2.2-01 (Certificate of attendance) or the briefing attendance register will be used as a form of evidence to confirm or verify attendance. 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 familiarise themselves with the Tender document in preparation for the compulsory briefing session and ensure they have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorised representative at the site visit.

C.2.12 No alternative tender offers will be considered.

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

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

- | | |
|-------------------------|---|
| Identification details: | <p>The tender documents must be uploaded with:</p> <ul style="list-style-type: none"> ▪ Name of Tenderer: ▪ Contact person and details: ▪ The Tender Number:
TNPA/2026/07/0005/114578/RFP ▪ The Tender Description: N2 Foreshore Rehabilitation at the Port of Port Elizabeth for a period of Fifteen (15) months |
|-------------------------|---|

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

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

C.2.15 The closing time for submission of tender offers is: Time: **16:00 on 23 November 2026**
Location: The Transnet e-Tender Submission Portal:
(<https://transnetetenders.azurewebsites.net>);

NO LATE TENDERS WILL BE ACCEPTED

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

- C.2.23 The tenderer is required to submit with this tender:
1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
 2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], 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**

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	Maximum number of points	Scoring Guideline	
T2.2-04 Company Previous Experience	30	Tenderers are required to demonstrate performance experience in comparable projects of similar size and nature in the construction environment. The tenderer's experience in terms of the projects undertaken must be supplied in reference letters or completion certificates. The reference letter or completion certificate must clearly include all the required information and elements specified below, including, but not limited to: • Client name and contact details, • Project name and brief description of scope, • The letter must be on the client's letterhead • The letter must be signed • Duration, and • Contract value.	30
T2.2-05 Project Organogram, Management & CV's of Key		The Tenderer is required to provide an organizational structure that shows the list of Key Personnel assigned to the following disciplines: Construction Project Manager,	2

Personnel	20	Construction Manager, Health and Safety Officer, Environmental Officer, Quality Officer, and a Project Planner.	
		The Construction Project Manager shall submit proof of relevant qualifications within the built environment.	4
		The Construction Project Manager shall submit a comprehensive Curriculum Vitae (CV) demonstrating relevant post-qualification experience in aquatic environment infrastructure construction projects. The CV shall clearly detail the personnel's experience and responsibilities on comparable projects undertaken.	5
		The Construction Manager shall submit proof of relevant qualifications within the built environment (Civil /Building Construction).	4
		The Construction Manager shall submit a comprehensive Curriculum Vitae (CV) demonstrating relevant post-qualification experience in aquatic environment infrastructure construction projects. The CV shall clearly detail the personnel's experience and responsibilities on comparable projects undertaken.	5
T2.2-06 Quality Management	10	Project Quality Plan (PQP) must be project-specific and be aligned to the TNPAQUAL- REQ-14.1 General Quality Requirements for Contractors and Suppliers. 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of non-conforming outputs Minimum Threshold: Project Quality Plan contains at least	3

		three (3) of the five (5) PQP requirements. Submission should be in pdf format	
		CV with Quality Officer Experience Post Qualification. The Quality Officer MUST have a minimum of 3 years' quality experience post qualification in construction projects	2
		Quality officer qualifications required: 1. Programme in Quality / Diploma in Quality / Technical Diploma 2. ISO 9001:2015 QMS Implementation 3. ISO 9001:2015 QMS Auditing Minimum Threshold: Diploma in Quality/ Technical Diploma/ Programme in Quality Submission should be in PDF format.	2
		Quality Control Plans (QCPs) - provide QCPs for the following scope of work activities: 1. QCP for Dredging 2. QCP for Layer Works (core/filter/bedding) 3. QCP for Rock Placement 4. QCP for Dolos Casting 5. QCP for Dolos Placement Minimum Threshold: Three (3) QCPs requirements out of the five (5) requirements. Submission should be in pdf format. NB: Each QCP must indicate the sequence of activities, specifications and standards, hold points, check-sheets and test reports, and signatories	3
T2.2-07 Health and Safety Management	10	The tender must submit the following Health and Safety documents, as individual documents, showing that they have an H&S Management system	2

		in place,	
		• Project-Specific Health and Safety Plan • Signed and dated Health and Safety Policy • Incident Management Procedure • Valid Letter of Good Standing • Emergency procedure	
		Provide the tenderer's baseline risk assessment, indicating major activities for the project	
		• Site establishment • Excavation and removal of sand and existing dolosse • Loading and transportation of rock • Place filter layer, underlayer, and geotextile • Placement of dolosse and rocks	2
		The Construction Health and Safety Officer (CHSO) is required to submit a detailed CV with a minimum of five (5) years health and safety experience in a construction environment.	2
2T2.2-08 Environmental Management	10	The CHSO is required to submit a qualification in Safety Management or Environmental Health.	2
		Evidence that the tenderer has made adequate provisions for the cost of Health & Safety as in accordance with CR 5(1)(g).	2
		The tenderer must provide a project-specific Environmental Management Plan. This plan must be clear on the following:	
		a) Roles and Responsibilities b) Legislative Requirements c) Impacts and Mitigation d) Incident and Non-conformance Reports e) Monitoring and Continuous Improvement f) Attach a copy of the Environmental Policy signed by Top Management	2
		The tender must provide an Environmental Policy signed by	2

		Top Management (Policy not signed will not be evaluated) that displays the following key components, namely: a) Commitment to comply with all applicable environmental laws, regulations, and standards b) Commitment to pollution prevention c) Emphasize the organisation's commitment to continual improvement in environmental performance d) Address the sustainable use of resources/ resource conservation e) Is communicated to all employees working for or on behalf of the Contractor f) Is appropriate given the purpose and context of the tenderer's business.	
		The Environmental Resource must submit proof of qualification.	2
		The Environmental Resource must submit a CV detailing their experience post-qualification.	2
		The tenderer must provide a list of projects where construction environmental management duties have been executed, including a brief (explanation) description of the environmental duties conducted.	2
T2.2-09 Programme (Schedule)	10	The starting date and completion date are stated. With a total overall duration, the programme does not exceed 15 months.	1
		Activities to be logically linked using the critical path method (CPM). (Show the Critical Path, Predecessors, and Successors Column	2
		All activities as per level 4	2
		The TNPA activities calendar on the schedule should represent the actual work week/month used. E.g.,	1

		weekends and public holidays are marked as non-working days from start to finish date	
		All activity durations are to be realistic and activities that can be measured in days, Weeks, and Months. (Show the duration Column)	2
		The Tenderer is required to produce at a minimum a program that is compatible with MS Project or Primavera (Software) in PDF.	2
T2.2-10 Method Statement	10	The method statement should articulate what the Tenderer will provide in achieving the stated objectives for the project and demonstrate alignment with the programme. Tenderers are to demonstrate an understanding that the works involve the construction of a durable coastal revetment to protect the shoreline against erosion, wave attack, and varied sea level fluctuations. The works include site establishment, removal and stockpile of dolosse/rock, dredging, toe protection, placement of geotextile, placement of filter layer, placement of underlayer, placement of armour rock and dolosse, and finishing works in a live marine environment. The contractor acknowledges challenges such as: • Working within tidal windows; • Coastal environmental sensitivities; • Logistics of rock supply and transport; • Casting of dolosse; • Ensuring stability through proper placement of materials; • Coordinating land-based and/or marine plant.	10

		This method statement/ approach paper must include, but not be limited to the following: • Narrative related to the programme as contained under T2.2-01; • Detailed method statement, technical approach, and construction sequencing in terms of the Scope of Works (design philosophy); • Highlight significant hazards and how they will be controlled/mitigated; • Incorporate safe working practices; • Demonstrate an understanding of the project objectives; • List of equipment and number thereof to execute the works, and areas it will be utilised; • Ensure compliance with project requirements and specifications; • Determine the tenderer's capability, experience, and methodology for execution.	
Maximum possible score for Functionality	100		

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

- T2.2-04 Previous experience
- T2.2-05 Project Organogram, Management & CVs of Key Persons
- T2.2-06 Quality Management
- T2.2-07 Health and Safety Management
- T2.2-08 Environmental Management
- T2.2-09 Programme
- T2.2-10 Method Statement

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 or 90/10 preference points systems as described in the Preferential Procurement Regulations - 2022.

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

Or

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

Thresholds	Minimum Threshold
Technical / Functionality	60

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

Up to **20** or **10** tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. Should the BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.

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

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

Selected Specific Goal	Number of points allocated (80/20)	Number of points allocated (90/10)
B-BBEE Status Level of Contributor 1 or 2	08	04
The promotion of supplier development through subcontracting a minimum of 30% of the value of a contract to South African companies which are: 1. EMEs and/or QSEs black owned	12	06
Non-compliant and/or Level 3-8 contributors	00	00

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.
The promotion of supplier development through subcontracting a minimum of 30% of the value of a contract to South African companies which are: 1. EMEs and/or QSEs black owned	• Sub-contracting agreement(s). • Subcontractors B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate as per DTIC guidelines.

C.3.13 Tender offers will only be accepted if:

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

2. The tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. The tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

The tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data and
- f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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



T2.1 List of Returnable Documents

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

- T2.2-01 **Stage 1.1 - Eligibility with regards to attendance at the compulsory clarification meeting:-** Certificate of attendance at Compulsory Tender Clarification Meeting.
- T2.2-02 **Stage 1.2 - Eligibility in terms of the Construction Industry Development Board:** CIDB valid registration as 9CE.
- T2.2-03 **Stage 1.3 as per Technical Pre-Qualification** - Eligibility with regards to valid professional registrations of key personnel.
- Stage 1.4 - Submission of a signed and fully completed form of offer and acceptance:** C1.1
- Stage 1.5 - Submission of a fully completed Bill of Quantities (BOQ):** C2.2

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

- T2.2-04 **Evaluation Schedule:** Previous experience
- T2.2-05 **Evaluation Schedule:** Project Organogram, Management & CV's
- T2.2-06 **Evaluation Schedule:** Quality Management
- T2.2-07 **Evaluation Schedule:** Health and Safety Management
- T2.2-08 **Evaluation Schedule:** Environmental Management
- T2.2-09 **Evaluation Schedule:** Programme
- T2.2-10 **Evaluation Schedule:** Method Statement

2.1.3 Returnable Schedules:

General:

- T2.2-11 Authority to submit a tender
- T2.2-12 Record of addenda to tender documents
- T2.2-13 Letter of Good Standing
- T2.2-14 Risk Elements
- T2.2-15 Availability of equipment and other resources
- T2.2-16 Schedule of proposed Subcontractors
- T2.2-17 Site Establishment requirements



Agreement and Commitment by Tenderer:

T2.2-18: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

- SBD 6.1 (Preference Point System)
- SBD 4 (Declaration of Interest)

T2.2-19 Non-Disclosure Agreement

T2.2-20 RFP Declaration Form

T2.2-21 RFP – Breach of Law

T2.2-22 Certificate of Acquaintance with Tender Document

T2.2-23 Service Provider Integrity Pact

T2.2-24 Supplier Code of Conduct

T2.2-25 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

T2.2-26 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-27 B.U.I.L.D Programme (CIDB Standard for Contract Skills Development Goals / CIDB Standard for Indirect Targeting)

T2.2-28 Job Creation Schedule

1.3.2 Bonds/Guarantees/Financial/Insurance:

T2.2-29 Insurance provided by the Contractor

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

T2.2-31 Forecast Rate of Invoicing

T2.2-32 Three (3) most recent years audited / independently reviewed annual financial statements

2.2 C1.2 Contract Data

2.3 C1.3 Forms of Securities

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Compulsory Clarification Meeting

This is to certify that

	(Company Name)
Represented by:	(Name and Surname)

Was represented at the compulsory tender clarification meeting

Held at:	TNPA Lower Ground Canteen, Port Administration Building, Green Street Port of Port Elizabeth	
On (date)	30 October 2026	Starting time: 10:00am

Particulars of person(s) attending the meeting:

Name	Signature
Capacity	

Attendance of the above company at the meeting was confirmed:

Name	Signature
For and on Behalf of the Employers Agent.	Date

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

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

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

2. Joint Venture (JV)

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

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

T2.2-03: Technical Pre-Qualification - Professional registrations of key personnel responsible for the execution of this project

Note to tenderers:

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

No.	Key Personnel	Personnel Name and Surname	Requirements
1	Construction Manager		Professional Construction Manager – registered and is in good standing with the South African Council for the Project and Construction Management Professions (SACPCMP) as a Professional Construction Manager (Pr.CM)
2	Construction Project Manager		Professional Construction Project Manager – registered and is in good standing with the South African Council for the Project and Construction Management Professions (SACPCMP) as a Professional Construction Project Manager (Pr.CPM)
3	Construction Health and Safety Officer		Professional Construction Health and Safety Officer (CHSO) registered and is in good standing with SACPCMP (South African Council for the Project and Construction Management Professions) as a Professional Construction Health and Safety Officer.

Note: All certificates will be evaluated by reference to the relevant Built Environment Professional councils' web page. Notwithstanding certified copies of professional registrations, registrations are required to be **valid** on the council web site at the time of evaluation, failing which the tender will not be further evaluated.

T2.2-04: Evaluation Schedule: Company Previous Experience (30)

Note to tenderers:

Tenderers are required to demonstrate performance experience in comparable projects of similar size and nature in the construction environment.

The tenderer's experience in terms of the projects undertaken must be supplied in reference letters or completion certificates.

The reference letter or completion certificate must clearly include all the required information and elements specified below, including, but not limited to:

- Client name and contact details,
- Project name and brief description of scope,
- The letter must be on the client's letterhead
- The letter must be signed
- Duration, and
- Contract value.

Score	Company Previous Experience
0	No submission or previous experience is irrelevant; reference letters/completion certificates do not address relevant company experience/ do not capture all the elements specified above.
20	The tenderer submitted one (1) reference letters/completion certificates with all the required information and elements of past/ comparable projects in the construction of similar completed project.
40	The tenderer submitted two (2) reference letters/completion certificates with all the required information and elements of past/ comparable projects in the construction of similar completed projects.
60	The tenderer submitted three (3) reference letters/completion certificates with all the required information and elements of past/ comparable projects in the construction of similar completed projects.
80	The tenderer submitted four (4) reference letters/completion certificates with all the required information and elements of past/ comparable projects in the construction of similar completed projects.
100	The tenderer submitted five (5) or more reference letters/completion certificates with all the required information and elements of past/ comparable projects in the construction of similar completed projects.

T2.2-05: Evaluation Schedule – Project Organogram & Management & CVs of Key Personnel (20 Points)

The tenderer must be able to demonstrate that the project personnel have sufficient knowledge, experience, and qualifications to provide the required services. The project key personnel must be shown in an organizational structure.

1. The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view, namely:
 - Relevant experience post qualification – constructing and commissioning of civil infrastructure in aquatic environments.
 - The education, training, and skills of the assigned staff in the specific sector, field, subject, etc., which is directly linked to the Scope of Works. Proof of education and training must be attached to the C.V.
 - Proof of professional registrations of the relevant disciplines in relation to the scope of work and project technical specification.
2. Comprehensive CVs should be attached to this schedule:

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

 - Personal particulars
 - i. Name
 - ii. Place (s) of tertiary education and dates associated therewith.
 - iii. Professional registrations
 - Qualifications (degrees, diplomas)
 - Name of current employer and position in enterprise
 - Overview of post-graduate experience (year, organization, and position)
3. Provide the organizational structure and list of Key Personnel assigned to the disciplines below. Organizational structure to include a clear indication of name and specific function of each team member.

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1.	Construction Project Manager		
2.	Construction Manager		
3.	Health and Safety Officer		
4.	Environmental Officer		
5.	Quality Officer		
6.	Project Planner		

The scoring as follows:

	The organogram must include the names and designations of the following key personnel: 1. Construction Project Manager 2. Construction Manager 3. Project Planner 4. Environmental Officer 5. Quality Officer 6. Health and Safety Officer Minimum requirement: The bidder has submitted an organogram with four (4) key personnel's names and designations.	Construction Project Manager with a valid registration (SACPCPM) as Pr. CPM has submitted a B. Tech degree/postgraduate diploma (NQF level 7) in the built environment.	Construction Project Manager post-qualification experience The Construction Project Manager shall provide a CV demonstrating relevant experience in the construction and commissioning of civil infrastructure within aquatic environments, with such qualification being in the Built Environment. Minimum requirement: personnel has submitted a CV with six (6) or more but less than seven (7)	Construction Manager with a valid registration (SACPCPM) as Pr. CM has submitted a B. Tech degree/postgraduate diploma (NQF Level 7) in the Built Environment (Civil/ Building Construction)	Construction Manager post-qualification experience The Construction Manager shall provide a CV demonstrating relevant experience in the construction and commissioning of civil infrastructure within aquatic environments. Minimum requirement: personnel has submitted a CV with six (6) or more but less than seven (7) years of
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			years of post-qualification experience		post-qualification experience
Score Points (20)	2	4	5	4	5
No response or submission does not address the requirements (0)	No submission /irrelevant information submitted	No qualification submitted /irrelevant qualification submitted	Tenderer has not submitted the required information or has no experience post-qualification in the construction and commissioning of civil infrastructure within aquatic environments,	No qualification submitted /irrelevant qualification submitted	Tenderer has not submitted the required information or has no experience post qualification in constructing and commissioning civil infrastructure in aquatic environments
Poor (20)	The tenderer has submitted an organogram with an indication of one (1) or two (2) key personnel's names and designations.	Construction Project Manager with a valid registration (SACPCPM) as Pr. CPM has submitted an NQF	Construction Project Manager has less than five (5) years of experience post-qualification in the construction and commissioning of civil	Construction Manager with a valid registration (SACPCPM) as Pr. CM has submitted an NQF Level 5 qualification (Civil /Building Construction)	The Construction Manager has less than five (5) years of post-qualification experience in the construction and commissioning of civil

		Level 5 qualification in the built environment.	infrastructure within aquatic environments, with such qualification being in the Built Environment.		infrastructure within aquatic environments.
Less Than Acceptable (40)	The tenderer has submitted an organogram with an indication of three (3) key personnel's names and designations.	Construction Project Manager with a valid registration (SACPCPM) as Pr. CPM has submitted a Diploma (NQF level 6) in the built environment.	Construction Project Manager has five (5) or more but less than six (6) years of post-qualification experience in the construction and commissioning of civil infrastructure within aquatic environments, with such qualification being in the Built Environment.	Construction Manager with a valid registration (SACPCPM) as Pr. CM has submitted a Diploma (NQF Level 6) in the Built Environment (Civil/ Building Construction)	Construction Manager has five (5) or more but less than six (6) years of post-qualification experience in the construction and commissioning of civil infrastructure within aquatic environments.
Acceptable response to the particular aspect (60)	The tenderer has submitted an organogram with an indication of four (4) key	Construction Project Manager with a valid registration (SACPCPM) as Pr. CPM	Construction Project Manager has six (6) or more but less than seven (7) years of post-	Construction Manager with a valid registration (SACPCPM) as Pr. CM has submitted a B. Tech	Construction Manager has six (6) or more but

	personnel's names and designations.	has submitted a B. Tech degree/postgraduate diploma (NQF level 7) in the built environment.	qualification experience in the construction and commissioning of civil infrastructure within aquatic environments, with such qualification being in the Built Environment.	degree/postgraduate diploma (NQF Level 7) in the Built Environment (Civil/ Building Construction)	less than seven (7) years of post-qualification experience in the construction and commissioning of civil infrastructure within aquatic environments.
Above an acceptable real understanding (80)	The tenderer has submitted an organogram with an indication of five (5) key personnel's names and designations.	Construction Project Manager with a valid registration (SACPCPM) as Pr. CPM has submitted a B.Sc with honours / B.Eng (NQF level 8) in the built environment.	Construction Project Manager has seven (7) or more but less than eight (8) years of experience post qualification in the construction and commissioning of civil infrastructure within aquatic environments, with such qualification being in the Built Environment.	Construction Manager with a valid registration (SACPCPM) as Pr. CM has submitted a B.Sc with Honours/B.Eng (NQF Level 8) with Honours in the Built Environment (Civil/ Building Construction)	Construction Manager has seven (7) or more but less than eight (8) years of post-qualification experience in the construction and commissioning of civil infrastructure within aquatic environments.

Excellent Response (100)	The tenderer has submitted an organogram with an indication of all six (6) key personnel's names and designations.	Construction Project Manager with a valid registration (SACPCPM) as Pr. CPM has submitted a Master's degree (NQF level 9) or higher in the built environment, including a certificate of training in the NEC3 Engineering and Construction Contract (ECC).	Construction Project Manager has eight (8) or more years of experience post qualification in the construction and commissioning of civil infrastructure within aquatic environments, with such qualification being in the Built Environment.	Construction Manager with a valid registration (SACPCPM) as Pr. CM has submitted a Master's degree (NQF level 9) or higher in the Built Environment (Civil/Building Construction), including a certificate of training in the NEC3 Engineering and Construction Contract (ECC).	Construction Manager has eight (8) or more years of post-qualification experience in the construction and commissioning of civil infrastructure within aquatic environments
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T2.2-06: Evaluation Schedule - Quality Management (10 points)

Due consideration must be given to the deliverables required to execute and complete the contract as per the General Quality Requirements for Contractors and Suppliers - TNPA-QUAL-REQ-14.1 and ISO 9001:2015 QMS requirements, and should include:

1. **Project Quality Plan (PQP)** detailing how the Contractor's Quality System will be applied to the Scope of Work specified in the Contract and be aligned to Section 4.5, 4.6 & 5 of Annexure L- TNPA-QUAL-REQ-14.1_General Quality Requirements for Contractors and Suppliers.
2. **Experience of Quality Officer Post Qualification** submitted in a Curriculum Vitae and supplemented by Educational **Qualifications** – a minimum of Diploma in Quality **OR** Technical Diploma **OR** Programme in Quality accompanied by ISO 9001:2015 QMS Implementation certificate **AND/OR** ISO 9001:2015 QMS Auditing certificate for more points.

Experience - a minimum of 3 years' quality experience post qualification in Construction Engineering projects.

3. **Quality Control Plans** (QCPs) shall be in line with the scope of works detailing the Engineering works. These QCP's shall identify all inspections as detailed in the scope of works together with other tests and verifications required to demonstrate that the works comply with the scope of works, specifications, and drawings.

		Quality Officer		Quality Control Plans (QCPs)
	Project Quality Plan (PQP) must be project-specific and be aligned to Annexure L- TNPAQUAL-REQ-14.1 General Quality Requirements for Contractors and Suppliers. 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of non-conforming outputs Minimum Threshold:	CV with Quality Officer Experience Post Qualification. The Quality Officer MUST have a minimum of 3 years' quality Experience post qualification in construction projects. Minimum Threshold: At least three (3) years of Quality experience post qualification in construction	Quality officer qualifications required: 1. Programme in Quality / Diploma in Quality / Technical Diploma 2. ISO 9001:2015 QMS Implementation 3. ISO 9001:2015 QMS Auditing Minimum Threshold: Diploma in Quality/ Technical Diploma/ Programme in Quality Submission should be in PDF format.	- provide QCPs for the following scope of work activities: 1. QCP for Dredging 2. QCP for Layer Works (core/filter/bedding) 3. QCP for Rock Placement 4. QCP for Dolos Casting 5. QCP for Dolos Placement Minimum Threshold: Three (3) QCPs requirements out of the five (5) requirements.

	Project Quality Plan contains at least three (3) of the five (5) PQP requirements. Submission should be in pdf format	projects. Submission should be in pdf format.		Submission should be in pdf format. NB: Each QCP must indicate the sequence of activities, specifications and standards, hold points, check-sheets and test reports, and signatories
Total 10 points	3	2	2	3

	Project Quality Plan (PQP)	Quality Officer Experience Post Qualification.	Quality officer qualifications	Quality Control Plans (QCPs)
	3	2	2	3
Score 0	No Submission to determine score/Functionality is not met	No Submission to determine score/Functionality is not met	No Submission to determine score/Functionality is not met	No submission OR Submitted QCPs is not relevant to the current scope of works.
Score 20	Project Quality Plan contains one (1) of the five (5) PQP requirements.	One (1) or more but less than two (2) years of quality experience post qualification in construction projects.	Submitted ISO 9001 certificates NOT relating to ISO 9001:2015 QMS Implementation and Auditing	1 of the 5 required QCPs in line with the scope of work was submitted.
Score 40	Project Quality Plan contains two (2) of the five (5) PQP requirements.	Two (2) or more but less than three (3) years of quality experience post qualification in construction projects.	ISO 9001:2015 QMS Implementation AND /OR ISO 9001:2015 QMS Auditing Certificate	2 of the 5 required QCPs in line with the scope of work were submitted.

	Project Quality Plan (PQP)	Quality Officer Experience Post Qualification.	Quality officer qualifications	Quality Control Plans (QCPs)
	3	2	2	3
Score 60	Project Quality Plan contains three (3) of the five (5) PQP requirements.	Three (3) years Quality experience post qualification in construction projects.	Programme in Quality OR Diploma in Quality OR Technical Diploma	3 of the 5 required QCPs in line with the scope of work were submitted.
Score 80	Project Quality Plan contains four (4) of the five (5) PQP requirements.	More than Three (3) years but less than five (5) years Quality experience post qualification in construction projects.	Programme in Quality OR Diploma in Quality OR Technical Diploma AND ISO 9001:2015 QMS certificate (Implementation of QMS)	4 of the 5 required QCPs in line with the scope of work were submitted.
Score 100	Project Quality Plan contains all five (5) of the PQP requirements.	Five (5) or more years of quality experience post qualification in construction projects.	Programme in Quality OR Diploma in Quality OR Technical Diploma AND ISO 9001:2015 QMS certificate (Auditing of QMS)	All 5 required QCPs in line with the scope of work were submitted.

T2.2-07: Evaluation Schedule: Health and Safety Management (10 points)

Note: Registration of a Health and Safety officer with SACPCMP is a pre-qualification criterion

The tenderer must submit the following documents as part of the tender submission:

1. The tenderer must submit the following Health and Safety documents, as individual documents, showing that they have an H&S Management system in place,
 - Project-Specific Health and Safety Plan
 - Signed and dated Health and Safety Policy
 - Incident Management Procedure
 - Valid Letter of Good Standing
 - Emergency procedure
2. Provide the tenderer's baseline risk assessment, indicating major activities for the project
 - Site establishment
 - Excavation and removal of sand and existing dolosse
 - Loading and transportation of rock
 - Place filter layer, underlayer, and geotextile
 - Placement of dolosse and rocks
3. The Construction Health and Safety Officer (CHSO) is required to submit a detailed CV with a minimum of five (5) years health and safety experience in a construction environment.
4. The CHSO is required to submit an NQF level 6 qualification in Safety Management, Environmental Health, or other relevant NQF level 6 equivalent health and safety qualification.
5. Evidence that the tenderer has made adequate provisions for the cost of Health & Safety as in accordance with CR 5(1)(g).

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

	Proof of the Health Safety management system by submitting the following documents: ➤ Project-Specific Health and Safety Plan ➤ Signed and dated Health and Safety Policy ➤ Incident Management Procedure ➤ Valid Letter of Good Standing Emergency procedure	Baseline risk assessment indicating major activities for the project: ➤ Site establishment ➤ Excavation and Removal of sand and existing dolosse ➤ Loading and transportation of rock ➤ Place filter layer & underlayer ➤ Placement of dolosse and rocks	The Construction Health and Safety Officer (CHSO) is required to submit a detailed CV with health and safety experience in a construction environment. Minimum Threshold: CHSO has five (5) years of health and safety experience in a construction environment	The CHSO is required to submit a qualification in Safety Management, Environmental Health, or an equivalent health and safety qualification. Minimum Threshold: NQF level 6 in Safety Management, Environmental Health or equivalent NQF level 6 health and safety qualification	Cost Breakdown Sheet. Complete and return with tender documentation the H&S Cost breakdown sheet included as a returnable.
Points	2	2	2	2	2
(score 0)	No documents submitted, or the document submitted does not address any of the requirements	No submission or None of the listed activities is covered	No submission or irrelevant/incomplete information submitted to determine the score.	No submission or irrelevant/incomplete information submitted to determine the score.	No provision made for Health and Safety costs
(score 20)	1 of 5 documents submitted	1 of 5 tasks covered in the baseline risk assessment	CHSO has less than two (2) years' health and safety experience in a construction environment	Qualification submitted not relevant to Health and Safety	≤2% of the tender value

(score 40)	2 of 5 documents submitted	2 of 5 tasks covered in the baseline risk assessment	CHSO has equal to or more than two (2) but less than five (5) years' health and safety experience in a construction environment	Qualification submitted is NQF level 5 safety-related training	>2% to <3% of the tender value
(score 60)	3 of 5 documents submitted	3 of 5 tasks covered in the baseline risk assessment	CHSO has five (5) years' health and safety experience in a construction environment	Qualification submitted is NQF level 6 in Safety Management, Environmental Health or equivalent NQF level 6 safety qualification	3% of the tender value
(score 80)	4 of 5 documents submitted	4 of 5 tasks covered in the baseline risk assessment	CHSO has more than five (5) but less than or equal to eight (8) years' health and safety experience in a construction environment	Qualification submitted is NQF level 7 in Safety Management, Environmental Health or equivalent NQF level 7 safety qualification	>3% to <4% of the tender value
(score 100)	All 5 documents submitted	All 5 tasks covered in the baseline risk assessment	CHSO has more than eight (8) years' health and safety experience in a construction environment	Qualification submitted is higher than NQF level 7 in Safety Management, Environmental Health or higher equivalent than NQF level 7 safety qualification	≥4% of the tender value

Health and Safety Cost Breakdown

Tenderer (Company)		Responsible Person	Designation	Date
Project/Tender Title		Project/Tender No.	Project Location / Description	
#	Cost element	Unit Cost (R)	# of Units	Total Cost (R)
1.	Human Resources			
2.	Systems Documentation			
3.	Meetings & Administration			
4.	H&S Training			
5.	PPE & Safety Equipment			
6.	Signage & Barricading			
7.	Workplace Facilities			
8.	Emergency & Rescue Measures			
9.	Hygiene Surveys & Monitoring			
10.	Medical Surveillance			
11.	Safe Transport of Workers			
12.	HazMat Management (e.g. asbestos /silica)			
13.	Substance Abuse Testing (3 kits @R500 pm)			
14.	H&S Reward & Recognition			
		Total Health and Safety Estimate (R)		
		Total Estimate Value (R)		
		H&S Cost as % of Tender value		

T2.2-08: Evaluation Schedule: Environment Management (10)

The tenderer shall review the Transnet Governance Framework in preparing the returnable

- Annexure O: Transnet Integrated Management System (TIMS) Policy Commitment Statements.
- Annexure P: TNPA Integrated Management System (IMS) Policy Commitment Statements.
- Annexure Q: Standard Operating Procedure: Construction Environmental Management (009-TCC-CLO-SUS-11386)
- Annexure R: Contractor Environmental and Sustainability Specification Guidelines (TRN-IMS-GRP-GDL-014.4)
- Annexure T: Standard Environmental Maintenance Plan (Standard Generic Maintenance Plan EMPr PoPE)

For the tender submission, the tenderer shall be required to submit the following as per the Evaluation Criteria:

1. The tenderer must provide a project-specific **Environmental Management Plan**. This plan must be clear on the following:
 - a) Roles and Responsibilities
 - b) Legislative Requirements
 - c) Impacts and Mitigation
 - d) Incident and Non-conformance Reports
 - e) Monitoring and Continuous Improvement
2. The tender must provide an **Environmental Policy signed by Top Management (Policy not signed will not be evaluated)** that displays the following key components, namely:
 - a) Commitment to comply with all applicable environmental laws, regulations and standards
 - b) Commitment to pollution prevention
 - c) Emphasize the organisation's commitment to continual improvement in environmental performance
 - d) Address the sustainable use of resources/ resource conservation
 - e) Is communicated to all employees working for or on behalf of the Contractor
 - f) Is appropriate given the purpose and context of the tenderer's business.

3. The **Environmental Resource must have a minimum of five (5) years** of on-the-job experience post qualification. The Environmental Resource must have a **Natural Science or Environmental Management** Degree as a minimum, and attach a copy of the qualification. Tenderer to provide an organogram showing the Environmental Specialist (ES) and illustrating the environmental reporting structure. In addition to the organogram, the roles and responsibilities of the Environmental Specialist (ES) must be illustrated in the Curriculum Vitae (CV).
4. The tenderer must provide a list of at least 3 projects where construction environmental management duties have been executed, including a brief (explanation) description of the environmental duties conducted.

The scoring is as follows:

Score Points (10)	Environmental Management Plan	Environmental Policy	Environmental Resource Qualifications	Environmental Resource Experience	List of projects where construction environmental management duties have been executed
Points	2	2	2	2	2
Score 0	The Tenderer has submitted no information to determine a score.	The Tenderer has submitted no information to determine a score OR an Environmental Policy has been submitted but is not signed.	The Tenderer has submitted no information to determine a score.	The Tenderer has submitted no information to determine a score.	The Tenderer has submitted no information to determine a score.
Score 20	EMP only responds to 1-2 of the items listed under 1 above.	Policy addresses 1 or 2 of the required elements listed under 2 above.	The Environmental Resource has a certificate (NQF 5) in the Natural Science or Environmental Studies field.	The Environmental Resource has no environmental management experience post qualification.	Tenderer has only executed environmental management duties in 1 project.
Score 40	EMP only responds to 3 of the items listed under 1 above.	Policy addresses 3 of the required elements listed under 2 above.	The Environmental Resource has a diploma (NQF 6) in Natural Science or Environmental Studies.	The Environmental Resource has less than <5 years of environmental management experience post qualification.	Tenderer has only executed environmental management duties in 2 projects.

Score Points (10)	Environmental Management Plan	Environmental Policy	Environmental Resource Qualifications	Environmental Resource Experience	List of projects where construction environmental management duties have been executed
Points	2	2	2	2	2
Score 60	EMP only responds to 4 of the items listed under 1 above.	Policy addresses 4 of the required elements listed under 2 above.	The Environmental Resource has a Degree (NQF 7) in Natural Science or Environmental Studies.	The Environmental Resource has ≥5 years but <6 years of environmental management experience post qualification.	Tenderer has only executed environmental management duties in 3 projects.
Score 80	EMP only responds to 5 of the items listed under 1 above.	Policy addresses 5 of the required elements listed under 2 above.	The Environmental Resource has an Honours degree (NQF 8) in Natural Science or Environmental Studies.	The Environmental Resource has ≥6 year but ≤7 years of environmental management experience post qualification.	Tenderer has only executed environmental management duties in 4 projects.
Score 100	EMP responds to all the 6 items listed under 1 above.	Policy addresses 6 of the required elements listed under 2 above.	The Environmental Resource has a Master's Degree (NQF 9) or higher in Natural Science or Environmental Studies.	The Environmental Resource has >7 years of environmental management experience post qualification.	Tenderer has only executed environmental management duties in 5 or more projects.

I,

(NAME)

(DESIGNATION)

(REPRESENTING)

Declare that I have read and understood the contents of the Standard Operating Procedure for Construction Environmental Management (Annexure Q) and Contractor Environmental & Sustainability Specification Guidelines (Annexure R).

I also declare that I understand my responsibilities in terms of enforcing and implementing the Environmental Specifications provided (Annexure O, P, Q, R, and T) for the aforementioned Contract. This includes declaring that enough budget has been allocated for environmental management on site.

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

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

The Tenderer details the programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide an electronic copy of the programme in Primavera or Microsoft Project. (NB: Transnet system only accepts PDF documents, so the document MUST be in PDF)

The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

The Tenderer shall provide the proposed programme detailed to a minimum of level 4, showing as a minimum the following: Ability to provide the services:

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

Provision of Dates:

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

- Float,
- Time Risk Allowances,
- Health and safety requirements,
- Procedures set out in this contract,
- Work by the Employer and Others,
- Access to a part of the site if later than its access date,
- Acceptances,
- Plant & Materials and other things to be provided by the employer,
- Information by Others,
- starting date, access dates, Key Dates and Completion Date
- planned Completion for each Key Date for each option and the complete works

Resourcing & Equipment:

The Tenderer indicates for each operation, a statement of how the Tenderer plans to do the work, identifying the principal Equipment and other resources which he plans to use.

The Programme to indicate the following Columns as a minimum Requirement:

Activity Name	Duration	Start Date	Finish Date	Predecessor	Successor	Float	Calendar	Resources	cashflow	Critical Path
---------------	----------	------------	-------------	-------------	-----------	-------	----------	-----------	----------	---------------

The Contractor's programme shows the following levels:

- Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
- Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below
- Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion.
- Level 4 Project Schedule – detailed discipline specialty level developed and maintained by the Contractor relating to all operations identified on the programme, representing the daily activities by each discipline.

The table below provides the allocation of points:

	Evaluation Criteria	Weighting
1	The starting date and completion date are stated. With total overall duration the programme does not exceed 15 months.	1
2	Activities to be logically linked using the critical path method (CPM). (Show the Critical Path, Predecessors, and Successors Column)	2
3	All activities as per level 4	2
4	The TNPA activities calendar on the schedule should represent the actual work week/month used. E.g., weekends and public holidays are marked as non-working days from start to finish date	1
5	All activity durations are to be realistic and activities that can be measured in days, Weeks, and Months. (Show the duration Column)	2
6	The Tenderer is required to produce at a minimum a program that is compatible with MS Project or Primavera (Software) in PDF.	2
	TOTAL	10

The scoring is as follows:

Points	No response	Very Poor	Poor	Acceptable Response	Good Response	Excellent Response
	(0)	(20)	(40)	(60)	(80)	(100)
1	No Response or Starting date and completion date not shown	Starting date and completion date with total overall duration is more than 16 months .	Starting date and completion date with total overall duration is More than 15 months; but less than and/or equal to 16 months .	Starting date and completion date with total overall duration is 15 months .	Starting date and completion date with total overall duration is less than 15 months; but greater and/or equal to 14 months .	Starting date and completion date with total overall duration is less than 14 months .
2	No response or programme does not link activities using CPM.	All Activities partially linked using CPM and open ends in Predecessors and in Successors in both and Critical path not showing, (Show Predecessors and Successors Column or Gantt Chart).	All Activities partially linked using CPM and open ends in Predecessors or in Successors and Critical path not showing, (Show Predecessors and Successors Column or Gantt Chart).	All Activities properly linked using CPM and no open ends in between Predecessors and Successors , Show the Critical path (Show Predecessors and Successors Column or Gantt Chart) .	All Activities properly linked using CPM and no open ends in between Predecessors and Successors, Show the Critical path (Show Predecessors and Successors Column or Gantt Chart) No Manual Mode activities .	All Activities properly linked using CPM and no open ends in between Predecessors and Successors (Show the Critical path, Predecessors and Successors Column) No Manual Mode activities and No linking on WBS .
2	No response or partially complete or schedule	The schedule is partially complete (level 2) No	The schedule is detailed (level 3) , No Allowances for critical	The schedule is complete and detailed (level 4) , Allowances for	The schedule is complete and detailed (Level 4) Allowances for critical Employer's reviews	The schedule is complete and detailed (Level 4) Allowances for critical Employer's reviews or approvals activities ,

Points	No response	Very Poor	Poor	Acceptable Response	Good Response	Excellent Response
	(0)	(20)	(40)	(60)	(80)	(100)
	submission is not level 4 or 3 or 2 (i.e., Level 1)	Allowances for critical Employer's.	Employer's reviews.	critical Employer's reviews or approvals activities .	or approvals activities and Key Milestones, submitted.	Key Milestones and Basis of schedule submitted Milestones.
1	No response or activities calendar date not submitted.	The TNPA activities calendar on the schedule should represent the actual Weekends or Public holidays are marked as working days, cover all phases within the project scope from start to finish date.	The TNPA activities calendar on the schedule should represent the actual Weekends are marked as working days or Weekends are marked as non-working days cover all phases within the project scope from start to finish date.	The TNPA activities calendar on the schedule should represent the actual Weekends and public holidays are marked as non-working days, cover all phases within the project scope from start to finish date.	The TNPA activities calendar on the schedule should represent the actual Weekends, public holidays, and builders break are marked as non-working days, cover all phases within the project scope from start to finish date.	The TNPA activities calendar on the schedule should represent the actual Weekends, public holidays, and builders' breaks are marked as non-working days, cover all phases within the project scope and Time Risk Allowance (TRA) from start to finish date.
2	No response and Activities duration not Show the duration Column.	All Activities durations to be realistic are broken down into Months (Show the duration Column).	All Activities durations to be realistic are broken down into Months and Weeks (Show the duration Column).	All activities durations to be realistic are broken down into Months, Weeks, and days (Show the duration Column).	All activities durations to be realistic are broken down into Weeks and days (Show the duration Column).	All activities durations to be realistic are broken down into days (Show the duration Column).



Points	No response	Very Poor	Poor	Acceptable Response	Good Response	Excellent Response
	(0)	(20)	(40)	(60)	(80)	(100)
2	No response and program not submitted with Microsoft Project nor Primavera P6 nor Excel	Submitted minimum program that is not compatible with Microsoft Project nor Primavera P6 nor Excel .	Programme submitted in Excel .	Submitted minimum a program that is compatible with Microsoft project or Primavera P6	Submitted minimum a program that is compatible with Microsoft project or Primavera P6 including resource loading (Show the resource Column or Gantt Chart).	Submitted minimum a program that is compatible with Microsoft project or Primavera P6 including resource loading and cashflow forecast (Show the resource and cost Column or Gantt Chart).

T2.2-010: Evaluation Schedule: Method Statement (10 points)

The method statement shall be sufficiently detailed and must demonstrate the tenderer's proposed approach to executing the works. It shall not merely comprise a list of activities, but must describe the methodology, sequence of activities, resources, construction methods, and measures to be implemented to successfully execute the works.

The Tenderer has submitted a method statement which responds to the scope of work and outlines construction methodology, including but not limited to programme, method statement, technical approach, safety-related matters, and an understanding of the project objective.

The method statement should articulate what the Tenderer will provide in achieving the stated objectives for the project and demonstrate alignment with the programme. Tenderers are to demonstrate an understanding that the works involve the construction of a durable coastal revetment to protect the shoreline against erosion, wave attack, and varied sea level fluctuations. The works include site establishment, removal and stockpile of dolosse/rock, dredging, toe protection, placement of geotextile, placement of filter layer, placement of underlayer, placement of armour rock and dolosse, and finishing works in a live marine environment.

The contractor acknowledges challenges such as:

- Working within tidal windows;
- Coastal environmental sensitivities;
- Logistics of rock supply and transport;
- Casting of dolosse;
- Ensuring stability through proper placement of materials;
- Coordinating land-based and/or marine plant.

The Method statement shall include the following as a minimum of the critical elements in terms of the Scope of Work, but not limited to the following:

No	ASPECT	DESCRIPTION
1	Detailed Construction Sequence	Clear step-by-step approach for removing existing armour units, dredging, placing geotextile, under layer, filter layer, and installing armour units.
2	Risk Mitigation for Wave Overtopping & Erosion	Measures to protect exposed shoreline and partially completed works, including phased removal of armour, tidal-window planning, and stabilization measures.
3	Marine Safety & Environmental Controls	Compliance with marine safety legislation, environmental protection measures, turbidity control, spill response, and prevention of marine pollution during dredging and rock placement.
4	Dredging Methodology & Accuracy	Selection of dredging equipment, control, and survey verifications of dredging depth and tolerances, sediment control measures, and a clear disposal strategy confirming that dredged material will be transported to the authorised offshore ocean disposal site.
5	Toe & Geotextile Placement Strategy	Method for excavating and preparing the toe trench, achieving the correct design levels, placement of bedding material, compaction, and ensuring long-term stability of toe.
6	Logistics of armour units	- Dolosse: Concrete mix requirements, batching controls, mould setup, curing process, quality control, storage, and compliance with structural and durability design requirements for armour units. - Rock: Source, blasting, grading, testing, transportation, stockpile and handling.
7	Placement of Armour Units	Lifting method, handling technique, underwater placement strategy, interlocking of armour units, and verification of alignment with design profiles and tolerances.

No	ASPECT	DESCRIPTION
8	Crest Height Build-Up	Construction approach for raising the crest to the specified level, ensuring compaction, correct placement, and resilience against wave action.
9	Schedule Integration	Integration of methodology with the construction programme, showing critical path sequencing, logical dependencies, and concurrent activities.
10	Contingency for Weather & Marine Conditions	Procedures for managing adverse weather and high tides, downtime planning, storm-event contingencies, and emergency response strategies.
11	Resource & Equipment Plan	Detailed listing and justification of equipment, labour teams, survey staff, and production capacity to meet schedule requirements.
12	Site Usage & Site Access	Effective planning for site establishment, casting yards, stockpile management, heavy-vehicle access, safety signage, and traffic management within a constrained footprint.
13	Management of Risks & Constraints	Identification of the top construction risks and key constraints, with mitigation measures for each, including weather, marine hazards, logistics, supply chain, and overlapping work fronts.
14	Bulk Services and Existing Infrastructure Management	Identification and protection of existing bulk services such as stormwater outlets, pipelines, and electrical conduits, including methods for diversion, temporary protection, or reinstatement as required by design.

The scoring is as follows:

Points (10)	
	Tenderer to narratively demonstrate the approach to Design Development, site establishment, pre-construction activities, and meetings, interfaces with other disciplines.
Score 0	The tenderer has submitted no information to determine a score or limited information (less than 3 aspects of the scope of works)
Score 20	The methodology is generic and doesn't really address the Scope of Works in detail; the Tenderer has only addressed (any 3 to 5 aspects of the scope of works as indicated on pages 2 and 3 of this document) .
Score 40	The methodology approach addresses important issues in an innovative and efficient way, indicating that the tenderer has full understanding of the Scope of Works and the Tenderer has in detail addressed (any 6 to 9 aspects of the scope of works as indicated on pages 2 and 3 of this document) .
Score 60	The methodology approach addresses important issues in an innovative and efficient way, indicating that the tenderer has full understanding of the Scope of Works and the Tenderer has in detail addressed (any 10 to 12 aspects of the scope of works as indicated on pages 2 and 3 of this document) .
Score 80	The methodology approach addresses important issues in an innovative and efficient way, indicating that the tenderer has full understanding of the Scope of Works and the Tenderer has in detail addressed (any 13 aspects of the scope of works as indicated on pages 2 and 3 of this document) .
Score 100	The methodology approach addresses important issues in an innovative and efficient way, indicating that the tenderer has a full understanding of the Scope of Works and the Tenderer has addressed in detail (all 14 aspects of the scope of works as indicated on pages 2 and 3 of this document) .

T2.2-11: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as _____
_____ hereby authorise Mr/Ms _____
acting in the capacity of _____, to sign all documents in
connection with the tender offer for Contract _____ and any
contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms _____, an authorised signatory of the company _____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

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

Furthermore we attach to this Schedule a copy of the joint venture agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners.

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

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

T2.2-12: Record of Addenda to Tender Documents

This schedule as submitted confirms that the following communications received from the Purchaser 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		

T2.2-13 Letter/s of Good Standing with the Workmen’s Compensation Fund

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

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

Name of Company/Members of Joint Venture:

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

T2.2-14: Risk Elements

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

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

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

[illegible]

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

[illegible]

T2.2-16: Schedule of Proposed Subcontractors

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

Note to tenderers:

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

All agreements between the Main Contractor and Sub-Contractor must be attached to this schedule.

Provide information of the Sub-contractors below:

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

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

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

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

If the tenderer intends to use Sub-contractor staff for evaluation purposes as one of the Key Persons identified in T2.2-05 Evaluation Schedule: Project Organogram, Management & CV's: they may do so provided the sub-contractor's company details are listed and attached to this schedule.

If the specialist sub-contractors are not included on this list, together with the agreements between the sub-contractor and main contractor, the specialist sub-contractor's experiences will not be taken into consideration.

T2.2-17: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

[illegible]

T2.2-18: 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 tenders invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [B-BBEE] Status Level of Contribution.

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

1. GENERAL CONDITIONS

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

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

1.2 The value of this tender is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable.

1.3 Preference points for this tender shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution; and
- (c) Any other specific goal determined in the Transnet Preferential Procurement Policy (TPPP)

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

	POINTS	POINTS
PRICE	80	90
B-BBEE STATUS LEVEL OF CONTRIBUTION 1 OR 2	8	4
The promotion of supplier development through subcontracting a minimum of 30% of the value of a contract to South African companies which are:	12	6
1. EMEs and/or QSEs black owned		
Non-compliant and/or B-BBEE level 3 – 8 contributors	0	0

	POINTS	POINTS
Total points for Price and B-BBEE must not exceed	100	100

- 1.5 Failure on the part of a tenderer to submit proof of evidence required for any of the specific goals together with the tender will be interpreted to mean that preference points for that specific goal are not claimed.
- 1.6 The purchaser reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of tender invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

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

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

80/20 OR 90/10

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

Where

P_s = Points scored for comparative price of tender under consideration

P_t = Comparative price of tender under consideration

P_{min} = Comparative price of lowest acceptable tender

4. EVIDENCE REQUIRED FOR CLAIMING POINTS FOR SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.
The promotion of supplier development through subcontracting a minimum of 30% of the value of a contract to South African companies which are: 1. EMEs and/or QSEs black owned	• Sub-contracting agreement(s). • Subcontractors B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate as per DTIC guidelines.

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

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 tender.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 Tenderers are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Tenderer's responsibility to ensure that his/her tender complies fully with all B-BBEE requirements at the time of the submission of the tender.

5. TENDER DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF

PARAGRAPHS 1.4 AND 6.1

6.1 B-BBEE Status Level of Contribution 1 or 2: (maximum of 5 / 2 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/Service provider
 - ☐ Other Suppliers/Service providers, e.g. transporter, etc.
- [*TICK APPLICABLE BOX*]

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

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

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

WITNESSES

1.

.....

SIGNATURE(S) OF TENDERER(S)

DATE:

SBD 4

TENDERER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

- 2.1 Is the tenderer, or any of its directors / trustees / shareholders / members / partners of the tenderer employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

- 2.1.1 If yes, furnish particulars of the names, individual identity numbers, in table below.

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....
.....

- 2.3 Does the tenderer or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any

other related enterprise whether or not they are tendering for this contract?
YES/NO

2.3.1 If so, furnish particulars:

.....
.....

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

2.3.3 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

3 GENERAL DECLARATION

I, ..., the undersigned, 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 tender will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 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 tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the tenderer with any official of the procuring institution in relation to this procurement process prior to and during the tendering process except to provide clarification on the tender submitted where so required by the institution; and the tenderer was not involved in the drafting of the specifications or terms of reference for

this tender.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of tenderer

T2.2-19 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 **Tender** or **Tender 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 Tender 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.

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.

- 2.5 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

T2.2-20: TENDER DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which

could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

6. We accept that any dispute pertaining to this tender will be resolved through Transnet Supply Chain Management (SCM) Complaints and Allegations Office process and will be subject to the Terms of Reference of SCM Complaints and Allegations Office. Transnet Supply Chain SCM Complaints and Allegations Office process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to tenderers" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the SCM Complaints and Allegations Office without having to follow a formal court process to have such award or decision set aside.

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

IMPORTANT NOTICE TO RESPONDENTS

- Transnet established the SCM Complaints and Allegations Office to investigate any material complaint in respect of any tenders regardless of the value. Should a Tenderer have any material concern regarding a tender process, a complaint may be lodged with Transnet SCM Complaints and Allegations Office for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet SCM Complaints and Allegations Office, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form which will be shared upon receipt of a complaint should be completed and submitted, together with any supporting documentation, to groupscmcomplaints@transnet.net
- All 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 Tenderers.

T2.2-21: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-22 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 tender. 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

T2.2-23 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

T2.2-24 : 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

T2.2-25 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

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

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

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

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

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

DPIP or FPPO. This list will include successful Respondents, if applicable.

2. SERVICE LEVELS

- 2.1 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 2.2 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
- a) Random checks on compliance with quality/quantity/specifications
 - b) On-time delivery
- 2.3 The Service provider must provide a telephone number for customer service calls.
- 2.4 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

<table><tr><td>YES</td><td></td></tr></table>	YES		<table><tr><td>NO</td><td></td></tr></table>	NO	
YES					
NO					

T2.2-26 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 s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .



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

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

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

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2025

Name: _____

Title: _____

Signature: _____

(Operator)



Authorised signatory for and on behalf who warrants that
he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____

Signature:

2. Name: _____

Signature:

T2.2-27: CIDB Standard for Contract Skills Development Goals

The contractor shall achieve, in the performance of the contract, the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.54575 24 April 2026.

This standard is applicable to a contract, or an order issued in terms of a framework that has a duration of 12 months or more and a contract amount exceeding R20 million in the case of an engineering and construction works, or design and build contract or an order issued in terms of such contract. The Standard is applicable to all CIDB Classes of Works.

This standard establishes a minimum contract skills development goal to be achieved in the performance of a contract in relation to the provision of different types of workplace opportunities, linked to work associated with a contract culminating in or leading to:

- a) a part or full occupational qualification registered on the National Qualification Framework;
- b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012)
- c) a national diploma registered on the National Qualification Framework; and
- d) registration in a professional category by one of the professional bodies listed in the standard

The standard is obtainable from the CIDB's website www.cidb.org.za

The following construction skills development goals (%) for different classes of engineering and construction works contracts will apply:

Class of construction works as identified in terms of Regulation 25(3) of the Construction Industry Regulations 2004		Minimum Construction skills development goal (CSDG) (%)
Designation	Description	
CE	Civil engineering	0.25%
EE	Electrical Engineering works (buildings)	0.25%
EP	Electrical Engineering works (Infrastructure)	0.25%
GB	General Building	0.50%
ME	Mechanical Engineering works	0.25%
Specialist Works	Specialist class of construction works	0.25%
PS	All Built Environment Professional Services or a Service Contract	2%

In the case of the Standard, there are no returnable documents notwithstanding the Employer shall provide the proforma documents that shall be completed by the contractors after award of the contract within the stipulated period. (Form A1 List of Recognised Skills Development

Agencies, Form A2 Baseline Training Plan, Form A3 Project Interim Report, Form A4 Supervisor Agreement, Form A5 Project Completion Report)

PRO-FORMA DOCUMENTS ARE ATTACHED AS ANNEXURE A TO THIS FORM

Note 1: In the case of the CIDB Standard for Skills Development there are NO returnable documents (except for pricing the relevant section of the Bill of Quantities). Following award of the contract to the successful tenderer, the employer shall provide to the Contractor the following documents which shall be completed by the Contractor and submitted within the stipulated period.

- o A1 – List of Recognized Skills Development Agencies (21 days after acceptance),*
- o A2 – Baseline Training Plan (21 days after acceptance),*
- o A3 – Project Interim Report (21 days after the end of each reporting period),*
- o A4 – Supervisor Agreement (21 days after acceptance), and*
- o A5 – Project Completion Report (21 days after Final Completion)*

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

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

Annex A: Targeted Enterprise Declaration Affidavits

cidb B.U.I.L.D PROGRAMME; STANDARD FOR INDIRECT TARGETING TARGETED ENTERPRISE DECLARATION To be completed for each targeted enterprise									
Section A: Employer Information									
cidb Employer Number									
Employer Name									
Section B: Contract Data									
cidb Contract Number									
Contract Title									
Date of Practical Completion									
Contract Amount at Award(Inclusive of VAT)									
R									
.00									
Section C: Main/Lead Contractor / JV Information									
cidb Contractor Registration Number of main / lead contractor									
Name of contractor									
cidb Contractor Registration Number of Joint Venture Partner 2									
Name of contractor /Joint Venture									
cidb Contractor Registration Number of Joint Venture Partner 3									
Name of contractor /Joint Venture									
cidb Contractor Registration Number of Joint Venture Partner 4									
Name of contractor /Joint Venture									
cidb Contractor Registration Number of Joint Venture Partner 5									
Name of contractor /Joint Venture									
e-mail									
Mobile									
Office Telephone									
Section D: Targeted Enterprise Information									
JV partner <input style="width: 20px;" type="checkbox"/> or sub-contractor <input style="width: 20px;" type="checkbox"/>									
cidb Contractor Registration									
Name of contractor									
Contact Person Title		Initials		Surname					
Designation									
e-mail									
Mobile									
Office Telephone									
Number of full time employees other than the owner									
Section D(i): Shareholding by cidb Registered Contractors (Targeted Enterprise)									
Name	cidb registration	Equity (%)							

Section D (ii): Ownership by Black Persons of Targeted Enterprise (Complete for each person)									
Name Title			Initials			Surname			
ID or Passport									
e-mail									
Citizenship									
	by birth		or by decent		or by naturalisation				
					year of naturalisation				
Name Title			Initials			Surname			
ID or Passport									
e-mail									
Citizenship									
	by birth		or by decent		or by naturalisation				
					year of naturalisation				
Name Title			Initials			Surname			
ID or Passport									
e-mail									
Citizenship									
	by birth		or by decent		or by naturalisation				
					year of naturalisation				
Name Title			Initials			Surname			
ID or Passport									
e-mail									
Citizenship									
	by birth		or by decent		or by naturalisation				
					year of naturalisation				
Section E: Agreed Areas of Developmental Support									
List the areas of development identified (at least two):									
Section F: Contract Participation Goal (CPG) for Targeted Enterprise									
a) Final value of qualifying work undertaken by Targeted Enterprise (excl. VAT, incl. variations and any price adjustment):									
R									.00
b) Contract amount at award of main contract (excl.VAT, incl. variations and any price adjustment):									
R									.00
CPG for targeted enterprise a/b (above) x 100 = (%) of work sub-contracted									
									%

Section G: Declaration; Enterprise Development Co-ordinator																																																																																																			
Name of Co-ordinator Title																									Initials										Surname																																																																
Designation																																																																																																			
ID / Passport																																																																																																			
e-mail																																																																																																			
Mobile																																																																																																			
Office Telephone																																																																																																			
I, the undersigned warrant that: • I am duly authorised to submit this notice on behalf of the Main/Lead Contractor / JV; and • The contents of this notice are within my personal knowledge, and are to the best of my belief both true and correct																																																																																																			
Signature																																																																																																			
Date completed																									Y Y Y Y																									- M M										- D D																																							
Section H: Declaration; Targeted Enterprise Representative																																																																																																			
Name of Representative Title																									Initials										Surname																																																																
Designation																																																																																																			
ID / Passport																																																																																																			
e-mail																																																																																																			
Mobile																																																																																																			
Office Telephone																																																																																																			
I / we agree																									disagree										with the Enterprise Development Co-ordinator's assessment of compliance with the Enterprise Development support provided																																																																
I / we appeal the assessment by the Enterprise Development Co-ordinator																									Y N																																																																										
I, the undersigned warrant that: • I am duly authorised to submit this notice on behalf of the Targeted Enterprise • The contents of this notice are within my personal knowledge, and are to the best of my belief both true and correct																																																																																																			
Signature																																																																																																			
Date completed																									Y Y Y Y																									- M M										- D D																																							

T2.2-28: JOB-CREATION SCHEDULE

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

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

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

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

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

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

(c) following designated groups:

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

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

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

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

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

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

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

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

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

1 April 2026

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 2026 to 31 March 2027 (Both days inclusive) DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority, Transnet Port Terminals and Transnet Rail Infrastructure Manager
THE INSURED'S VAT NO:	4720103177 THE INSURED'S
COMPANY REGISTRATION NO:	1990/000900/30
POSTAL ADDRESS (Head Office):	96 Rissik Street, Braamfontein, Johannesburg, PO Box 72501, Parkview 2122

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(s)	Santam, Consort and Hollard Insurance
Lead Insurer's 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.
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 76cm.

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

24 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.

Main Policy Exclusions

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

- Beneficial Occupation—12 months
- Risk Mitigation—Safety Measures with Respect to Precipitation, Flood and Inundation—10 years return period

Deductibles

In respect of loss or damage:

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

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

Contracts with a contract value

0 to R100,000,000

R100,000,001 to R250,000,000

R250,000,001 to R500,000,000

R500,000,001 to R1,000,000,000

Minimum wet risk deductible

Electrical Cables, Wiring and

Accessories

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

Major perils

R25,000

R50,000

R100,000

R150,000

R100,000 per occurrence to apply

10% of claim minimum R100,000

Minor perils

R15,000

R15,000

R25,000

R25,000

Contracts with a contract value

0 to R500,000,000

R500,000,001 to R1,000,000,000

Deductible

R1,000,000 per occurrence

R1,500,000 per occurrence

PUBLIC LIABILITY

Cover Provided

Insurer

Policy Number

Territorial Limits

Insured Contracts

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.

Santam

6000/132335

The Republic of South Africa.

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).

- 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.

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
- 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
Policy Number
Jurisdiction
Insured Contracts

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Worldwide excluding North America

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 because 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 non-compensating 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 stylized, handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke.

Account Executive: Corporate and Global Markets

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

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

Name of Guarantor
(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of
tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date

APPROVED GUARANTEE ISSUERS

ABSA BANK LIMITED GROUP

BANK OF AMERICA, N.A

BANK OF CHINA LIMITED GROUP

BARCLAYS BANK PLC GROUP

AFRICAN IMPORT-EXPORT BANK

BNP PARIBAS GROUP

CHINA CONSTRUCTION BANK GROUP

CHINA DEVELOPMENT BANK

CITIBANK GROUP

CREDIT SUISSE GROUP

DEUTSCHE BANK GROUP

FIRSTRAND BANK LIMITED GROUP

GOLDMAN SACHS INTERNATIONAL

HSBC HOLDINGS GROUP

INVESTEC BANK LTD

JPMORGAN CHASE BANK GROUP

MORGAN STANLEY

MACQUARIE BANK LIMITED

NEDBANK LTD

SOCIETE GENERALE BANK GROUP

STANDARD BANK GROUP

STANDARD CHARTERED BANK GROUP

AFRICAN BANK LTD

BIDVEST BANK LTD

CAPITEC BANK LTD
DISCOVERY BANK LTD
GRINDROD BANK LTD
SASFIN BANK LTD
ABN AMRO Bank N.V.
BANCO BILBAO VIZCAYA ARGENTARIA S.A
COÖPERATIVE RABOBANK U.A.
CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK
DANSKE BANK
INDUSTRIAL DEVELOPMENT CORPORATION
ING Bank N.V.
KBC BANK
LANDESBANK BADEN-WUERTTEMBERG
MIZUHO BANK, LTD
NATIONAL AUSTRALIA BANK LIMITED
SKANDINAVISKA ENSKILDA BANKEN
SUMITOMO MITSUI BANKING CORPORATION
SVENSKA HANDELSBANKEN AB
AIG SOUTH AFRICA
BRYTE INSURANCE COMPANY LTD
CREDIT GUARANTEE INSURANCE CORPORATION
GUARDRISK INSURANCE
HOLLARD INSURANCE COMPANY
INFINITY INSURANCE

Transnet National Ports Authority

Tender Number: TNPA/2026/07/0005/114578/RFP

Description of the Works: N2 Foreshore Rehabilitation at the Port of Port Elizabeth for a period of Fifteen (15) months.

LOMBARD INSURANCE GROUP
MUTUAL & FEDERAL
RENASA INSURANCE COMPANY
SANTAM
YARD INSURANCE LIMITED

T2.2-31: Forecast Rate of Invoicing

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

Index of documentation attached to this schedule:
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T2.2-32: Three (3) most recent years audited / independently reviewed annual financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

C1.1 Form of Offer & Acceptance

Offer

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

N2 FORESHORE REHABILITATION AT THE PORT OF PORT ELIZABETH FOR A PERIOD OF FIFTEEN (15) MONTHS.

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

*(Insert name and address of organisation)*Name &
signature of
witness

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

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

C1.2 Contract Data

Part one - Data provided by the *Employer*

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

	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 SOC Ltd (Registration No. 1990/000900/30) trading through its operating division Transnet National Ports Authority (TNPA) eMendi Admin Building, Klub Road Port of Ngqura 6001
10.1	The <i>Project Manager</i> is: (Name)	TBA
	Address	Transnet National Ports Authority 112 Green Street, TNPA Administration Building, Port Elizabeth, South Africa 6001
	Tel	TBA
	e-mail	TBA
10.1	The <i>Supervisor</i> is: (Name)	TBA
	Address	Transnet National Ports Authority 112 Green Street, TNPA Administration Building, Port Elizabeth, South Africa 6001
	Tel No.	TBA
	e-mail	TBA
11.2(13)	The <i>works</i> are	N2 Foreshore Rehabilitation at the Port of Port Elizabeth for a period of Fifteen (15) months.

11.2(14)	The following matters will be included in the Risk Register	• Environmental permit approval delays • Adverse weather conditions • Wave and tidal conditions • Construction traffic management • Material transportation • Quarry/material source availability • Dolos handling and placement • Damage to existing dolosse • Construction tolerances • Protection of existing infrastructure • Public/interface safety • Security of plant and materials		
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 (two) 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	Fifteen (15) months from the start date		
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<i>Condition to be met</i>	<i>key date</i>	
		1	Safety File Approval	TBC
		2	Commissioning.	TBC
		3	Handover and Project Close-out.	TBC
30.1	The <i>access dates</i> are	Part of the Site		Date

		1	Port of Port Elizabeth	On approval of Contractor's SHE file and all applicable HSE requirements (Letter of good standing) and site access certificate
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.		
31.2	The <i>starting date</i> is	TBA		
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 (two) weeks.		
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	The Employer reserves the rights to take over completed works prior to the contract Completion Date.		
4	Testing and Defects			
42.2	The <i>defects date</i> is	52 (fifty two) weeks after Completion of the whole of the <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	25th (twenty-fifth) day of each successive month.		
51.1	The <i>currency of this contract</i> is the	South African Rand.		
51.2	The period within which payments are made is	Payment will be 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.		
6	Compensation events			

60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm)
		the number of days with rainfall more than 10 mm
		the number of days with minimum air temperature less than 0 degrees Celsius
		the number of days with snow lying at 08:00 hours South African Time
	The place where weather is to be recorded (on the Site) is:	The <i>Contractor's</i> Site establishment area
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	Port of Port Elizabeth
	and which are available from:	South African Weather Service 012 367 6023 or info3@weathersa.co.za. Council for Scientific and Industrial Research (CSIR)'s for the IPOSS Internet link: http://41.160.22.38:2880/rbay/index.html
7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	Due to the Works being undertaken adjacent to the operational N2 freeway and within an active coastal environment, the insurance requirements shall have regard to the risks associated with live traffic, construction plant and vehicles, existing infrastructure, coastal and marine conditions, third-party property and environmental impacts.
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.

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

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

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
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
B	Priced contract with Bill of Quantities	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa)
	If no <i>Adjudicator nominating body</i> is entered, it is:	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	Port Elizabeth, South Africa		
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)		
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1(a)	The <i>base date</i> for indices is	The date is one month before the closing date of the tender.		
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	Pro-portion	linked to index for	Index prepared by

		0.15	Labour (People)	The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa. (Link- http://www.statssa.gov.za/?page_id=1854&PPN=P0141)
		0.40	Plant (Equipment)	The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa. (Link - http://www.statssa.gov.za/?page_id=1854&PPN=P0151.1)

		0.40	Material (Civil)	The "Civil Engineering Material - Total" index in Table 6 (Civil engineering material price indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa. (Link – http://www.statssa.gov.za/?page_id=1854&PPN=P0151.1); and
		0.05	Fuel	The "Diesel" index in Table 1 (PPI for final manufactured goods) of the Statistical Release P0142.1 "Producer Price Index" published by Statistics South Africa. (Link - http://www.statssa.gov.za/?page_id=1854&PPN=P0142.1)
	TOTAL	1.00		
		0.15	Non-adjustable	
	*Statistical release P0151 – Contract Price Adjustment Provisions (CPAP) Work Group and Selected Materials Indices			

X2	Changes in the law	No additional data is required for this Option
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R 68,486.00 Excl. Vat per day
X13	Performance bond	
X13.1	The amount of the performance bond is	5% of the total of the Prices, on demand. Original to be handed over to the Project Manager
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
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	5 years after Completion of the whole of the <i>works</i>
Z	<i>Additional conditions of contract are:</i>	

Z2 Z2.1	Additional clause relating to Performance Bonds and/or Guarantees	The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i>.
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Z3 Z3.1	Additional clauses relating to Joint Venture	Insert the additional core clause 27.5 27.5. In the instance that the <i>Contractor</i> is a joint venture, the <i>Contractor</i> shall provide the <i>Employer</i> 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 <i>Employer</i> 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 <i>Contractor's</i> representative; iii. Identification of the roles and responsibilities of the
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		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 <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.
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 incorporated or otherwise (including any constituent of the joint venture)' and Under the second main bullet, insert the following additional bullets after the last sub-bullet: commenced business rescue proceedings (R22) repudiated this Contract (R23)
Z4.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows: Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"

Z4.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z5	Right Reserved by the Employer to Conduct Vetting through SSA	
Z5.1		The <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.
Z6	Additional Clause Relating to Collusion in the Construction Industry	
Z6.1		The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

Z7	Protection of Personal Information Act	
Z7.1		The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.
Z8	Obligations in respect of Subcontracting	
Z8.1		It will be a material term of this contract that the Contractor must subcontract a minimum of 30% of the value of the contract.
Z8.2		The Contractor's Subcontracting percentage as detailed in the tender submission Returnable T2.2-16 will constitute a binding agreement throughout the duration of the contract until Completion; if not, it will be deemed that the Contractor has failed in full to meet the material term of the contract, which may constitute a reason for termination.
Z8.3		The Contractor shall report to the Employer on a monthly basis during the term of the Contract, the amounts spent on each sub-contractor.
Z8.4		The Contractor may not replace any sub-contractor without acceptance of the Project Manager. The Project Manager shall, before acceptance of a replacement by the Contractor of any sub-contractor as detailed in the tender submission Returnable T2.2-16, obtain representations or input from the initial sub-contractor to make an informed decision as to the proposed replacement. The sub-contracting arrangement/contract remains between the Contractor and sub-contractor.

Z8.5		The Contractor shall provide to the Employer, upon receiving an instruction to do so, any documentation and/or evidence required by the Employer, which in the Employer's opinion would be necessary to verify whether the Contractor has maintained the subcontracting percentage. The Contractor shall provide the said documentation and/or evidence within the period stated in the instruction. The provision of the documentation and/or evidence shall not constitute a compensation event.
Z9	Contract Skills Development Goals	The contractor shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No. 54575 dated 24 April 2026. Note: CSDG is applicable for projects that have a tender value from grade 7 and above. The Employer shall provide the proforma documents that shall be completed by the contractors after award of the contract within the stipulated period. (Form A1 List of Recognised Skills Development Agencies, Form A2 Baseline Training Plan, Form A3 Project Interim Report, Form A4 Supervisor Agreement, Form A5 Project Completion Report) Annexure A under T2.2-24

Z10	CIDB: STANDARD FOR INDIRECT TARGETING	The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPGs) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.54575 dated 24 April 2026. Note: The CPG is applicable for projects that have a tender value from grade 7 and above and have a duration of 12 months or longer. It is required that the contractor shall achieve a CPG of 30% (by value) via sub-contracting . The value is determined as the contract value (Excluding VAT, Escalation, Contingencies) of the contract, including labour and material to EME's and QSE's who are 51% or more black owned, or 35% or more black women owned AND who are registered with CIDB in any of the Grades 1 to 6. This amount is to include all costs associated with the management of all subcontractors associated with the Contract Participation Goal (CPG). The Employer shall provide the proforma documents that shall be completed by the contractors after award of the contract within the stipulated period. (Form A1 List of Recognised Skills Development Agencies, Form A2 Baseline Training Plan, Form A3 Project Interim Report, Form A4 Supervisor Agreement, Form A5 Project Completion Report) Annexure A under T2.2-27
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Z10.1	LOW PERFORMANCE PENALTIES: Contract Participation Goal (CPG).	A penalty in respect of under performance against the Contract Participation Goal (CPG) of 30% shall be applicable. A penalty of (value of Planned Goal – value of Actual Goal) shall apply for non/underachievement of the CPG
Z11.	CIDB STANDARD FOR SKILLS DEVELOPMENT	The contractor shall achieve in the performance of the contract the <u>Contract Skills Development Goals (CSDG)</u> established in the CIDB Standard for Developing Skills through Infrastructure Contracts (published in GN 54575 dd 24 April 2026). It is required that the contractor shall achieve a CSDG of 0.25% of the contract award value.
Z11.1	LOW PERFORMANCE PENALTIES: Contract Skills Development Goal (CSDG).	A penalty in respect of under performance against the Contract Skills Development Goal of 0.25% of the Contract Award value shall be applicable. A penalty of (value of Planned Goal – value of Actual Goal) shall apply for non/underachievement of the CSDG.
Z12	Assessment of extension of time with cost	Contractor will use time-related item under Preliminary and General (P&G'S) for the assessment of extension of time with cost.

Z13	Payment for Material on site	Payment for the following material on site will be considered: • Geotextile • Filter Layer Rock • Underlayer Rock • Armour Rock • Dolosse / Concrete amour units • Concrete mixing material (cement, fine aggregate, coarse aggregate, water, moulds, admixtures) Note: Material has to be stored in a safe and weatherproof space
Z14	Vendor registration	In the event that the Contractor is not loaded on the vendor data base, the Project Manager's first assessment of the amount due will be done once the Contractor has been successfully loaded as a vendor on the Employers data base following submitting all valid updated documents to the Procurement officer. Therefore, on NEC ECC Clause 50.1 the following text is removed in its entirety "and is no later than the assessment interval after the starting date"

Z15	Provision for Escalation in terms of Clause X1 of the NEC read with the Contract Data	1. An allowance for contract price escalation has been included in the Final Summary of the Bill of Quantities to make provision for anticipated fluctuations in the cost of labour, materials, plant, fuel, transportation, and other inputs affecting the execution of the Works over the Contract Period. 2. The allowance is provisional and subject to adjustment in accordance with the provisions of the Contract and the applicable price adjustment/escalation formula. The amount certified in respect of escalation shall be determined based on the actual entitlement arising from fluctuations in applicable cost indices and/or rates during the execution of the Works. 3. The allowance shall not be construed as a guaranteed payment to the Contractor, and any adjustment shall be subject to the applicable contractual conditions, supporting documentation, and certification by the NEC Project Manager.
Z16	Obligations in respect of Job Creation	
Z16.1		It will be a material term of this contract that the Contractor must contribute to the Employer's job-creation objectives as set out in Returnable Schedule T2.2-28
Z16.2		The Contractor's undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.2-28 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the Contractor has failed in full to meet this specific material term of the contract, which may constitute a reason for termination..

Z16.3		The Contractor shall provide to the Employer, on a monthly basis or upon receiving an instruction to do so by the Project Manager, any documentation and/or evidence required by the Employer, which in the Employer's opinion would be necessary to verify whether the Contractor has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2-28 The Contractor shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.
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C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
B	Priced contract with bill of quantities			
11.2(21)	The <i>bill of quantities</i> is in			
11.2(31)	The tendered total of the Prices is	R (in figures) (in words), excluding VAT		
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate

Transnet National Ports Authority

Tender Number: TNPA/2026/07/0005/114578/RFP

Description of the Works: N2 Foreshore Rehabilitation at the Port of Port Elizabeth for a period of Fifteen (15) months

		Equipment	Size or capacity	Rate
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate
62 in SSCC	The percentage for design overheads is	%		
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			

C1.3 Forms of Securities

Pro forma Performance Guarantee

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

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

Option X13: Performance bond

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

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

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

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

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

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

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

Date:

Dear Sirs,

Performance Bond for Contract No. TNPA/2026/07/0005/114578/RFP

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

Transnet SOC Limited, Registration No. 1990/000900/30 (the *Employer*) and

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

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

I/We the undersigned

on behalf of the
Guarantor

of physical address

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

1. The terms *Employer*, *Contractor*, *Project Manager*, *works* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.

4. This bond will lapse on the earlier of
 - the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
 - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:
 (say) _____
 R _____
8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed at _____ on this _____ day of _____ 20__

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	6
C2.2	The <i>bill of quantities</i>	1-4

C2.1 Pricing instructions: Option B

1. The *conditions of contract*

B.U.I.L.D PROGRAMME STANDARDS

The contractor shall determine the contract skills development goal (CSDG), expressed in Rand, which shall not be less than the contract amount multiplied by 0.25% as required by the Standard for the applicable class of construction works. (CSDG).

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

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

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 and defined terms	11	
	11.2	(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.

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

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

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

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

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

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

1.2. 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 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
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton

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

2.2. General assumptions

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.

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

- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.
- 2.2.8. The contractor shall determine the contract skills participation goals, expressed in Rand, which shall not be less than the contract amount multiplied by a percentage (0.25%) factor as required by the Standard for the applicable class of construction works. (CSDG).
- 2.2.9. Transnet has determined the percentage (30% sub-contracting aimed at youth owned entities) to be paid for the Contract Participation Goal (CPG) on the contract and this amount shall be stated under the section Enterprise Development as a Provisional Sum in the Preliminaries and Generals (P&Gs). (Indirect Targeting)
- 2.2.10. All provisional sums stated in the bills of quantities will be treated as compensation events and based on defined costs using the shorter schedule of costs components.
- 2.2.11. **Contract Skills Development Goals (CSDG)**- The contractor shall determine the CSDG expressed in Rand, which shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of construction works.

The contractor's attention is brought to the following:

The Employer shall include a line item for Skills Development in the Final Tender Summary section described as "Minimum Contract Skills Development Goal (CSDG)" .:

To prevent a tender being non-responsive, the Employer shall bring to the Contractor's attention the required CSDG percentage (%) as prescribed in the final tender summary section. The percentage (%) factor multiplied by the sub-total of the tender amount will determine the minimum CSDG that needs to be achieved in the contract.

Payment to the contractor to accommodate Work Integrated Learners and Candidates for Professional Registration:

The contractor shall apportion the cost of accommodating work integrated learners (P1 and P2 learners) and candidates for professional registration by using Table 3 in the Standard and this cost will be used to determine the value in Rand and will form part of the cost for the provisions for training as provided for in the Preliminary & General section in the Bill of Quantities/ Pricing schedules/ Activity schedule.

Supervisors and Mentors**Payment to the contractor for supervision and mentoring Part/ Full occupational qualification and Trade qualification learners:**

The Employer shall make no provision for an additional payment item for the payment of the supervisor and/or mentors for the provision of training as provided for in the Preliminary & General section of the Bill of quantities/ Pricing schedules/ Activity schedule for the training of part time/ full-time occupational learners and/ or trade qualification learners.

Payment to the contractor for supervision and mentoring Work Integrated Learners and Candidates for professional registration:

The contractor shall apportion the cost of mentoring work integrated learners (P1 and P2 learners) and candidates for professional registration by using Table 3 in the Standard and will form part of the cost as provided for in the Preliminary & General section in the Bill of Quantities/ Pricing schedules/ Activity schedules for training.

Indirect Targeting – Enterprise Development

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

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

2.3. Departures from the *method of measurement*

N/A

2.4. Amplification of or assumptions about measurement items

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

TRANSNET 		
SECTIONS SUMMARY		
Activity No.	Description	Amount
B1	BILL NO. 1: PRELIMINARIES AND GENERAL	R
B2	BILL NO. 2: SITE PREPARATION	R
B3	BILL NO. 3: EXCAVATE & DREDGE TOE	R
B4	BILL NO. 4: CONSTRUCT DOLOS SEAWALL	R
B5	BILL NO. 5: CONSTRUCT ROCK SEAWALL	R
	SUB-TOTAL 1	R
	CIDB CONTRACT SKILLS DEVELOPMENT GOALS (CSDG) (0.25% FACTOR X SUB TOTAL 1)	R
	Allow for a sum equivalent to 0.2% of the Contract Value (SUB-TOTAL 1) as a contribution to the National Participation Fee. This amount shall be provided for as a Provisional Sum. Transnet will withhold this amount and pay it to the CIDB.	R
	Escalation Provision in terms of 'Clause X1' of the NEC	R 18,262,845.00
	TOTAL PRICE TO BE CARRIED OVER TO THE FORM OFFER & ACCEPTANCE (EXCLUDING VAT)	R

						
Item No.	Payment clause	Description	Unit	Qty	Rate	Amount
		<u>BILL NO.1</u>				
	SANS 1200	<u>Preliminaries and General</u>				
		Fixed charge and value related items				
		<u>Contractual requirements:</u>				
1.1.1	A 8.3.1	Contractual requirements.	Sum	1.00		
		Establishment of facilities for the site				
		<u>Establishment of facilities for engineer:</u>				
1.1.2		(a) Furnished offices	Sum	1.00		
1.1.4		(b) Nameboards.	Sum	1.00		
		(c) Telephone	Sum	1.00		
		<u>Establishment of facilities for contractor:</u>				
1.1.5		(a) Offices and storage sheds.	Sum	1.00		
1.1.6		(b) Workshops.	Sum	1.00		
1.1.7		(c) Laboratories.	Sum	1.00		
1.1.9		(e) Ablution and latrine facilities.	Sum	1.00		
1.1.10		(f) Tools and equipment.	Sum	1.00		
1.1.11		(g) Water supplies, electric power and communications.	Sum	1.00		
1.1.12		(h) Dealing with water.	Sum	1.00		
1.1.13		(I) Access and access control	Sum	1.00		
1.1.14		(j) Plant.	Sum	1.00		
		<u>Other Fixed-charge Obligations:</u>				
1.1.15	A 8.3.3	Survey, setting out and preparation of as-built drawings.	Sum	1.00		
1.1.16		Soil testing equipment.	Sum	1.00		
1.1.17		Environmental management.	Sum	1.00		
1.1.18		Occupational Health and Safety.	Sum	1.00		
1.1.19	A 8.3.3	Items in terms of the Industrial Relations Act and Employment conditions for tender purposes.	Sum	1.00		
		<u>Removal of site establishment:</u>				
1.1.20	A.8.3.4	Removal of site establishment.	Sum	1.00		
		Total carried forward to collections				

Item No.	Payment clause	Description	Unit	Qty	Rate	Amount
	SANS 1200	Section 1: Preliminaries and General				
		Time related items				
		<u>Contractual requirements:</u>				
1.1.21	A 8.4.1	Contractual requirements.	Months	15		
		<u>Establishment of facilities for engineer:</u>				
1.1.22	A 8.4.2.1	(a) Furnished offices.	Months	15		
1.1.23	A 8.4.2.1	(b) Telephone.	Months	15		
1.1.24	A 8.4.2.1	(c) Nameboards.	Months	15		
1.1.25	A 8.4.2.1	(d) Survey assistants and materials.	Months	15		
		<u>Establishment of Facilities for contractor:</u>				
1.1.26	A 8.4.2.2	(a) Offices and storage sheds.	Months	15		
1.1.27	A 8.4.2.2	(b) Workshops.	Months	15		
1.1.30	A 8.4.2.2	(e) Ablution and latrine facilities.	Months	15		
1.1.31	A 8.4.2.2	(f) Tools and equipment.	Months	15		
1.1.32	A 8.4.2.2	(g) Water supplies, electric power and communications.	Months	15		
1.1.33	A 8.4.2.2	(h) Dealing with water.	Months	15		
1.1.34	A 8.4.2.2	(I) Access and access control	Months	15		
1.1.35	A 8.4.2.2	(j) Plant.	Months	15		
		<u>Supervision:</u>				
1.1.36	A 8.4.3	Supervision for the duration of Construction.	Months	15		
		<u>Company and Head office Overhead Cost:</u>				
1.1.37	A 8.4.4	Company and Head office Overhead Cost for the duration for the contract.	Months	15		
		<u>Other time related obligations:</u>				
1.1.38	A 8.4.5	Survey, setting out and preparation of as-built drawings.	Months	15		
1.1.39	A 8.4.5	Soil testing equipment.	Months	15		
		Total carried forward to collections				

Item No.	Payment clause	Description	Unit	Qty	Rate	Amount
	PSA8.9	OCCUPATIONAL HEALTH AND SAFETY ACT AND APPLICABLE REGULATIONS				
	A8.9.1	Compliance with the Occupational Health and Safety Act and Applicable Regulations				
		Compliance with the Health & Safety Regulations	Months	15.00		
	PSA8.10	ENVIRONMENTAL MANAGEMENT PLAN				
	A8.10.1	Compliance with the Environmental Management Plan	Months	15.00		
		Temporary works				
		Temporary works (contractor to specify additional measures not listed):				
1.1.43	8.8.1	Temporary works for access, creating platforms, staging, gantries, etc.	Sum	1.00		
1.1.44	8.8.1	<u>Temporary works:</u>				
		Main access roads to works.	Months	15		
1.1.45		Dealing with traffic	Months	15		
		Existing services				
1.1.46		Hand excavation of existing				
1.1.47		a) Supply or hire of specialist equipment for the detection of existing services.	item	1.00		
1.1.48		b) The use of equipment referred to in item (a) above.	item	1.00		
1.1.50		c) Excavation by hand in soft material to expose existing services	m3	100.00		
		d) Allow for temporary protection, as required in terms of the project specification of existing services	item	1.00		
1.1.51		e) 110 mm Sleeves incl. excavations, bedding material, G7 imported fill.	m	500.00		
1.1.52		<u>Surveys</u>				
		Conducting, Mapping of underground service detection	No	1.00		
		Total carried forward to collections				

Item No.	Payment clause	Description	Unit	Qty	Rate	Amount
		Enterprise Development (CIDB B.U.I.L.D PROGRAM) <u>Indirect targeting for Enterprise Development through Construction qarzatts notice No 35190 of 25 February 2013</u> (a) Enterprise Development of Targeted Enterprise or JV Partners. (a.1) Needs Analysis and Enterprise Development Plan per targeted Enterprise (a.2) Monitoring and Interim Reporting per Targeted Enterprise (a.3) Project Completion Report per Targeted Enterprise Note: It is required that the contractor shall achieve a CPG of 30% (by value) via subcontracting. The value is determined as the contract value (Excluding VAT, Escalation, Contingencies) of the contract including labour and material to EME's and QSE's. This amount is to include all costs associated with the management of all subcontractors associated with the Contract Participation Goal (CPG)				
			item	1.00	R50 000,00	R50 000,00
			Per Qu	4.00	R160 000,00	R640 000,00
			item	1.00	R50 000,00	R50 000,00
		Total carried forward to collections				R740 000,00
		TOTAL CARRIED TO SECTION SUMMARY				

TRANSNET						
Item No.	Payment clause	Description	Unit	Qty	Rate	Amount
	2	BILL NO. 2 SITE PREPARATION				
		<u>Site Clearance</u>				
	2.1	Clear the whole of the site as shown on drawing of all existing deleterious materials/ structures including disconnection of services, etc. and remove all debris off site etc.	m2	10,000.00		
		<u>Site preparation</u>				
	2.2	Remove, store and maintain existing stockpile dolos (3 ton) for access & dredging	no	4,786.00		
	2.3	Remove & stockpile armour rock (M50 = 333kg) for access & dredging	m3	8,997.00		
		TOTAL CARRIED TO SECTIONS SUMMARY				R
	3	BILL NO. 3 EXCAVATE & DREDGE TOE				
	3.1	Dredging of sand (to -4,33m MSL) & disposal at allocated site (Dolos Seawall)	m3	5,547.00		
	3.2	Dredging of sand (to -4,33m MSL) & disposal at allocated site (Rock Seawall)	m3	4,496.00		
		TOTAL CARRIED TO SECTIONS SUMMARY				R
	4	BILL NO. 4 CONSTRUCT DOLOS SEAWALL				
	4.1	Supply & deliver Geotextile (Grade A20 Bidim)	m2	11,818.05		
	4.2	Place Geotextile (Grade A20 Bidim)	m2	11,818.05		
	4.3	Supply & deliver filter layer material (M50 = 30kg)	m3	3,074.00		
	4.4	Place filter layer material within in-situ dolos voids (M50 = 30kg)	m3	3,074.00		
	4.5	Supply & deliver underlayer material (M50 = 300kg)	m3	6,478.00		
	4.6	Place underlayer material (M50 = 300kg)	m3	6,478.00		
	4.7	Retrieve old dolos that were previously placed on seawall (3 ton) from stockpile & place as new toe	no.	2,071.00		
	4.8	Retrieve spare, never-used dolos from stock-pile (3 ton) & place on new seawall	no.	718.00		
	4.9	Casting of new 5 720 dolos (3 ton) including formwork mould in accordance with works information.	m3	7,093.00		
	4.10	Retrieve newly casted dolos (3 ton) & place on seawall	no.	5,720.00		
		TOTAL CARRIED TO SECTIONS SUMMARY				R
	5	BILL NO. 5 CONSTRUCT ROCK SEAWALL				
	5.1	Supply & deliver Geotextile (Grade A20 Bidim)	m2	7,800.00		
	5.2	Place Geotextile (Grade A20 Bidim)	m2	7,800.00		
	5.3	Supply & deliver filter layer material (M50 = 30kg)	m3	1,174.00		
	5.4	Place filter layer material within insitu dolos voids (M50 = 30kg)	m3	1,174.00		
	5.5	Retrieve old armour rock that was previously placed on the seawall & place as underlayer material (M50 = 333kg)	m3	4,077.00		
	5.6	Supply & deliver new armour rock (M50 = 3000kg)	m3	15,256.00		
	5.7	Place new armour rock (M50 = 3000kg)	m3	15,256.00		
	5.8	Sampling & grading existing armour rock	sum	1.00		
		TOTAL CARRIED TO SECTIONS SUMMARY				R
		SUB TOTAL PRICE CARRIED TO SECTIONS SUMMARY				R

PART C3: SCOPE OF WORK

Document reference	Title	No of page
C3.1	This cover page, Contents	5
	<i>Employer's Works</i> Information	55
Total number of pages		60

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LIST OF ANNEXURES

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Annexure K	:	Project Health & Safety Specifications
Annexure L	:	General Quality Requirements for Suppliers and Contractors
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Annexure N	:	Drawing requirements ENG-STD-00001
Annexure O	:	Transnet Integrated Management System (TIMS) Policy Commitment Statements.
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Annexure Q	:	Standard Operating Procedure: Construction Environmental Management (009-TCC-CLO-SUS-11386)
Annexure R	:	Contractor Environmental and Sustainability Specification Guidelines (TRN-IMS-GRP-GDL-014.4)
Annexure S	:	Existing Services along the N2 Foreshore
Annexure T	:	Standard Environmental Maintenance Plan (Standard Generic Maintenance Plan EMPr PoPE)

SECTION 1

Disclaimer: The project remains subject to the approval of an amendment to the Port's Standard Environmental Management Programme (SEMP). As part of this process, marine ecology, sediment and water quality analyses are in the process of being undertaken to inform the ecological impact assessment, which are required to support the SEMP amendment. This process is currently underway, however, it is noted that the construction contract may be awarded prior to the finalisation and approval of the amended EMP.

1. Executive Overview

The Port Elizabeth N2 Foreshore Rehabilitation: Short-Term Solution project addresses severe deterioration of the existing seawall, which has resulted in excessive wave overtopping and recurrent flooding of the N2 freeway, a critical transport corridor for Gqeberha. The 3.1 km seawall, comprising dolos and rock armour sections, has subsided significantly from its original crest level of +3.964 m MSL to approximately +2.5 m MSL (with some sections as low as 1 m MSL), reducing its protective capacity. Frequent storm events have caused hazardous conditions, infrastructure damage, and economic disruption, necessitating immediate intervention while a long-term solution is developed.

The short-term design aims to reinstate the seawall to its original condition by restoring the crest level, repairing dolos and rock sections, and installing appropriate filter and underlayers to ensure structural integrity over a total length of 1 km. The design is based on a five-year lifespan and a wave height for 50-year return period, which complies with TNPA standards and international guidelines. Proposed repairs will substantially reduce overtopping rates compared to current conditions, though some exceedance of freeway safety thresholds remains. Dolos units and armour rock of 3 tons are recommended for hydraulic stability, with limitations such as crest height restrictions acknowledged.

This intervention provides an effective interim measure to safeguard critical infrastructure and public safety, significantly mitigating immediate risks and ensuring operational continuity while enabling time for a comprehensive long-term coastal protection strategy. Transnet National Ports Authority (TNPA) is both the Employer and Owner of the works.

The Socio-economic objectives of the project are:

- To train work-integrated learners - P1 and Candidate Professionals in the Built Environment,
- *To develop targeted enterprises who are either JV partners to the successful bidder or sub-contractors.*

Development will be undertaken in identified areas following a Needs Analysis.

1.1. Description of the *Works*

The construction of the Port Elizabeth Foreshore Seawall is intended to restore the original seawall that was constructed in the 1960's. Due to inadequate maintenance and erosion of the foreshore in front of the seawall, it has been severely damaged and no longer adequately effective in doing its function of protecting the landside infrastructure waves and storm surges.

The *Works* that the *Contractor* is to perform include marine *Works* for the Port Elizabeth Foreshore Seawall, covered in this document, the specifications under Section **Error! Reference source not found.**, the drawings as referenced under Section **Error! Reference source not found.**. The bills of quantities and further documents referenced in this Works Information.

1.1.1. The *Works* include but are not limited to:

- Removal and stockpile of existing dolos and armour rock
- Excavating and dredging to the required depth
- Procuring and placing the filter layer and underlayer
- Procuring and placement of geotextile
- Casting of new dolos
- Procuring rock armour
- Placing of dolos and armour rock

The *Contractor* shall provide the *Works* in accordance with the technical, health and safety, environmental, quality, industrial relations, and programming requirements as set out in the Works Information.

1.2. Employer's Objectives

1.2.1. The *Employer's* objectives are to achieve Completion of the *Works* by meeting the *Completion* Date whilst still maintaining the highest environmental, quality, and safety standards and minimising disruptions to traffic along the project area.

1.2.2. Emphasis is placed on the *Employer's* commitment to environmental management and safety and their objectives of "Zero Harm", of achieving a zero Lost Time Incident (LTI), and a zero environmental legal contravention construction contract. It is the *Employer's* objective to ensure full compliance with the guidelines and recommendations of the Department of Environmental Affairs Environmental Authorisation, Transnet's Construction Environmental Management Plan, Standard

Environmental Specifications, and all Permits and Licenses authorised by the relevant Authorities.

1.2.3. The *Employer's* project-specific objectives are to:

- Rehabilitate the Port Elizabeth seawall along the N2 freeway (the length span for the seawall to be rehabilitated is 1km) and restore it to its original crest height.
- Ensure the safety of the landside infrastructure and its users by minimising wave overtopping during storm events.
- Limit the disruption to traffic along the project area during construction, especially the N2 freeway.
- Ensure the construction methodology complies with the approved environmental authorization.
- To train work-integrated learners - P1 and Candidate Professionals in the Built Environment,
- To develop targeted enterprises who are either JV partners to the successful bidder or sub-contractors

1.3. Interpretation and Terminology

1.3.1. For the purposes of this contract for all matters regarding technical decisions, Acceptance of Engineering related technical documents, Testing, Commissioning and any matters pertaining to the context of the Occupational Health and Safety Act, 1993 the *Contractor* is required to cooperate with the *Employer's* Engineers/Professional Engineers as per Core Clause 25.1 and Core Clause 14.2 as delegated by the *Project Manager* and the *Supervisor*, for the former and as applicable in the context. The instructions received by the *Contractor* shall be interpreted as lawful in matters pertaining to the former if the instruction has been endorsed by both the *Project Manager* or *Supervisor*, and the *Employer's* Engineers/Professional Engineers, as applicable in the context. The *Employer's* Engineers shall be named post award of the contract and prior to commencement of the *Works*. The *Contractor* is further advised that, in compliance with NEC3 ECC Core Clause 25.1, co-operation with the Employer's Engineers and other representatives of the Employer (Others) is a requirement of this contract and the *Contractor* is to allow, grant and facilitate all reasonable access that may be required by the *Employer's* Engineers and Others as applicable, for the provision of the *Works*.

1.3.2. The following terminology is used in this Work's Information:

Table 1-1: Terminology

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

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

Table 1 - 2: Abbreviations

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
BBBEE	Broad-Based Black Economic Empowerment
CD	Compact Disc
CDR	<i>Contractor</i> Documentation Register
CDS	<i>Contractor</i> Documentation Schedule

CESSG	Contactor Environmental and Sustainability Specification Guidelines
CEM	Construction Environmental Management
CRL	<i>Contractor</i> Review Label
CIRP	<i>Contractor's</i> Industrial Relations Practitioner
CHSO	<i>Contractor's</i> Construction Health and Safety Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DFFE	Department of Forestry, Fisheries and the Environment
DGN	CAD file format supported by Micro station
DWG	Drawings and file format supported by AutoCAD
EA	Environmental Authorisation
EIR	Environmental Impact Report
EM	Environmental Manager
SEMP _r	Standard Environmental Management Programme
EDMS	Emissions Data Management System
EO	Environmental Officer
ECO	Environmental Control Officer
HAW	Hazard Assessment <i>Workshop</i>
HAZOP	Hazard and Operability Study
INC	Independent Nominated Consultant
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee
JSA	Job Safety Analysis
MSL	Mean Sea Level (also known as Land Levelling Datum)

Native	Original electronic file format of documentation
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
Pr.CHSA	Professional Registered Construction Health and Safety Agent
PSIRM	Project Site Industrial Relations Manager
PSSM	Project Site Safety Manager
ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager
QA	Quality Assurance
R&D	Research and Development
SACNASP	South African Council for Natural Scientific Professions
SACPCMP	South African Council for Project and Construction Management Professions
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SHE	Safety, Health, and Environment
SIP	Site Induction Programme
HSMP	Health and Safety Management Plan
SOP	Standard Operating Procedure

2. Engineering and the *Contractor's* Design

2.1. *Employer's* Design

2.1.1. The *Employer's* design for the *Works* is contained in the *Works* Information and all annexures thereto, including drawings and technical specifications.

2.1.2. The drawings and specifications for providing the *Works* are listed in Section 5 of this *Works* Information.

2.1.3. The Employer grants the Contractor a licence to use the copyright in design data presented to the Contractor for the purpose of the Works (and the *Contractor's* obligation under paragraph 2.2 of the *Employer's* Works Information) ONLY.

2.2. Parts of the *Works* which the Contractor is to Design

2.2.1. The Contractor is to design the following parts of the Works:

2.2.1.1. All Temporary Works

2.2.1.2. Concrete mix designs

2.2.2. The Contractor shall design for Temporary Works, which includes all *Works* other than the permanent *Works* indicated on the drawings and which shall be removed from the Site on completion of the *Works*. The major temporary Works requiring the *Contractor's* design include, but are not limited to, formwork, access platforms for plant and equipment to be used by the Contractor, and any protection that may be required for existing underground services.

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

2.2.4. Further details of design requirements for the parts of the Works which the Contractor is to design are provided in the relevant technical specifications included within the annexures.

2.2.5. The Contractor shall appoint a suitably qualified and experienced designer to carry out such work and shall indemnify and hold indemnified the *Project Manager* and Employer against any claims and actions that may arise out of his designs.

2.2.6. All calculations must be authenticated and authorised by Professional Engineers and/or Technologists registered with the Engineering Council of South Africa.

2.2.7. The Contractor shall submit to the *Supervisor* for acceptance all design calculations and drawings for all permanent Works as well as all temporary Works as listed under paragraph 2.2.1 of the *Employer's* Works Information.

- 2.2.8.** The Contractor shall submit detailed drawings and workshop details for all designs, both *Contractor's* designs and *Employer's* designs, to the *Project Manager* for acceptance by the *Employer's* Consultant or the *Employer's* Engineers.
- 2.2.9.** The Contractor shall be responsible for full compliance with all codes of practice, safety, professional procedures, checking, Site approval and requirement of the construction regulations with regards to permanent *Works* as listed under paragraph 2.2.1 of the *Employer's* Works Information as well as all temporary *Works*.
- 2.2.10.** The Contractor is wholly responsible for all design coordination, integration, and liaison activities involved in the *Works*, and shall take all measures necessary and make all arrangements for activities such as meetings, inspections, endorsements, and any other activities required for the timely completion of the *Works* and to the appropriate quality. When these activities require the involvement of the *Employer's* Professional Engineering team or any other stakeholders, the *Contractor* is required to make these arrangements with due consideration of the *Employer's* Professional Engineering team's availability and the availability of other stakeholders.
- 2.2.11.** The *Contractor* is responsible in his design for the overall integration of the design of the *Works* with the design of the Employer as stated under section 2.1.
- 2.2.12.** The *Contractor* shall thus be wholly accountable and responsible for all aspects of his designs, including the implementation of all Statutory Safety, Health and Environmental Regulations of South Africa, and the particular requirements, specifications, and regulations of the *Employer* pertaining to Health and Safety, Environment, Quality and Engineering.
- 2.2.13.** The *Contractor* shall be wholly accountable and responsible for the implementation of the aspects of his designs, including commissioning, putting into service, and handover of his constructed designs to the *Employer*, and his duly appointed ECSA-registered Engineers shall be held accountable and responsible for these aspects of the *Works* for the lifetime duration of the *Works*.
- 2.2.14.** Unless expressly stated to form part of the design responsibility of the *Employer* as stated under 2.1 and whether or not specifically stated to form part of the design responsibility of the *Contractor* under this paragraph 2.2, all residual design responsibility and overall responsibility for the total design solution for the *Works* rests with the *Contractor*.

2.3. Procedure for Proposal of Alternative Designs by the *Contractor*

- 2.3.1.** Should the *Contractor* wish to propose alternative designs, these will only be considered if they are compliant with the *Employer's* requirements and they offer material benefits in terms of time, cost, or quality to the works, provided that the original designs and Works Information as billed in this document have been priced.
- 2.3.2.** Full details of such proposals shall be provided, including specification, quantities, costs, method statement, and programme sufficient to support such motivation. Full details of the designers, including their qualifications, experience, and professional indemnity insurance, shall also be supplied.
- 2.3.3.** Any alternative design is to comply with the *Employer's* requirements and must be fit for purpose.
- 2.3.4.** The specifying of minimum design criteria and parameters shall not be considered to invalidate the *Contractor's* obligation to provide detailed, competent designs. The *Contractor* must therefore ensure that their alternative design proposals are to their satisfaction in all respects, and they may apply more conservative design criteria or parameters where they consider these to be necessary to achieve satisfactory standards and comply with the requirements.
- 2.3.5.** Should it appear later, during construction, or during the maintenance period, that the design does not conform to the specified requirements, this shall be treated as a defect.

2.4. Procedure for Submission of *Contractor's* Design

- 2.4.1.** In undertaking the *Works* (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the *Contractor* Document Submittal Requirements Standard included within Annexures (Refer DOC-STD 0001 Rev 03).
- 2.4.2.** The *Contractor's* documentation shall be issued to the *Project Manager* under cover of the *Contractor's* Transmittal Note stating all Contract references (i.e. Project No, Contract No, etc.) as well as the *Contractor's* Project Document Number, Revision Number, Title, and chronological listing of transmitted documentation. Formats of *Contractor* submitted data are dependent on the project procedure and shall be specified by the *Project Manager*, upon the notified request of the *Contractor*.

- 2.4.3.** The *Contractor's* Transmittal Note must state the purpose of the submission. Documentation for different purposes must be sent on separate transmittals.
- 2.4.4.** The Contractor shall deliver both hard copies and electronic media copies (CD Rom) to the *Project Manager* either at the address stated within the Contract Data or at the Project site office.
- 2.4.5.** All electronic documentation shall be submitted by the *Contractor* in Adobe Acrobat (.PDF) and native file format.
- 2.4.6.** The Contractor is required to undertake design safety reviews with the *Project Manager*, the NEC *Supervisor*, the *Employer's* Engineer's and Professional team, the *Employer's* Health and Safety Representatives, the *Employer's* Environmental Officers, the *Employer's* Quality Assurance and Quality Control Officers and any other Specialists and/or Subject Matter Experts (SME) as deemed by the *Employer* necessary for the provision of the *Works*.
- 2.4.7.** The *Contractor* shall submit their designs to the *Project Manager* for approval before commencing with any manufacturing or construction.

2.5. Procedure for Review and Acceptance of *Contractor's* Design

- 2.5.1.** The *Contractor* submits documentation as the 'Works Information' requires to the *Project Manager* for review and acceptance.
- 2.5.2.** The *Project Manager* may withhold acceptance of a submission if the document submission requirements stated in the Works Information are not adhered to.
- 2.5.3.** Acceptance of documentation by the *Project Manager* will in no way relieve the *Contractor* of their responsibility for the correctness of information, or conformance with their obligation to provide the *Works*. This obligation rests solely with the *Contractor*.

The *Contractor* shall allow the *Project Manager* 2 (two) weeks (unless otherwise stated and agreed) to review and respond to the *Contractor's* submission of their documentation, i.e., from the time of receipt by the project to the time of despatch. However, work shall proceed without delay in the event of late return of the documentation by the *Project Manager*, with prior notification in writing by the *Contractor*.

- 2.5.4.** After review, a copy of the original reviewed/marked-up drawing/document, with the *Project Manager's* consolidated comments and document status marked on

the *Contractor* Review Label, is scanned, and the copy shall be returned to the *Contractor* under cover of the project's Transmittal Note for acceptance or re-submittal as instructed.

2.5.5. After review, a copy of the original reviewed/marked-up drawing/document, with the *Project Manager's* consolidated comments and document status marked on the *Contractor* Review Label, is scanned, and the copy shall be returned to the *Contractor* under cover of the project's Transmittal Note for acceptance or re-submittal as instructed.

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

2.5.7. On receipt of the reviewed documentation, the *Contractor* shall make any modifications requested/marked-up and resubmit the revised documentation to the *Project Manager* within 2 (two) weeks. Queries regarding comments/changes should be addressed with the *Project Manager* prior to resubmittal.

2.5.8. Any resubmittals, which have not included the changes/comments identified, will be returned to the *Contractor* to be corrected. The *Contractor* shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue within 2 (two) working days of receipt of the marked-up document.

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

2.6. Use of *Contractor's* design

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

2.6.2. The *Contractor* grants the *Employer* a non-exclusive license, in accordance with the provisions of Section 22 of the Copyright Act 1978, to copy any document/calculation compiled/done by the *Contractor* in connection with the

Works, to make free and unrestricted use thereof for their own purposes, modify some or having it modified by a third party for any reasons, to provide copies thereof to a third party (*Contractors* or *Consultants*) of the *Employer* to be used by them for the purposes of tendering or consultancy.

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

2.7. Design of Equipment

2.7.1. The following principal Equipment categories deployed for the *Contractor* to provide the *Works* require its design to be accepted by the *Project Manager* under ECC Clause 23.1:

The definition of Equipment includes temporary *Works*. The Contractor submits particulars of the design of the following items of Equipment:

- Storm protection (if used);
- Concrete formwork;
- Temporary modifications to the seawall in order to provide the *Works*;
- Construction lighting; and
- Crane lifting and rigging studies.
- Lifting devices for dolos and armour rock
- Submersible dredge pump and pipeline rigging for rough wave climate (if used). Methods for removing submersible dredge pump in case of snagging.

2.7.1.1. The *Contractor* submits the design of the above Equipment to the *Project Manager* at least two weeks before the *Contractor* plans to use the Equipment. The *Contractor's* designs are carried out by a qualified and experienced designer.

2.7.1.2. Storm protection is any work carried out by the Contractor to protect the *Works*.

2.7.1.3. Concrete formwork is all temporary or permanent moulds for retaining concrete until it has hardened sufficiently to withstand the loading

imposed on it without support. The *Contractor's* designs demonstrate that the moulds can withstand the forces applied to them during concrete placement.

2.7.1.4. Temporary modifications to the seawall are any temporary modifications to the seawall required by the Contractor. The design must include details of the temporary modifications and repairs after modifications are removed.

2.7.1.5. Construction lighting is any temporary lighting required on or near the seawall to provide the *Works*.

2.7.1.6. Crane lifting and rigging design studies demonstrate that the crane and rigging can safely place armour units to the specified quality and within the bearing limits of the substrate. Consideration should also be given to any additional crane loads that may occur due to wave loads on armour units during placement, or loads associated with horizontal swinging of armour units caused by wave loads.

2.8. As-Built Drawings

2.8.1. The *Contractor* provides the following:

As-built drawings and photographic records, as specified in the Coastal Structures Particular Technical Specifications, including:

- Drone surveys;
- Hydrographic surveys;
- As-built drawings;
- As-built photographic records.

2.8.2. The *Contractor* shall provide all the as-built drawings as called for in the *Employer's* standard specification and technical specifications.

2.8.3. All As-built drawings shall be submitted in both PDF and Native format.

2.8.4. The *Contractor* submits final documentation to the *Project Manager* before Completion. This final documentation is documentation for which no further review is required.

2.8.5. As-Built/Final Documentation

In undertaking the *Works* (including all incidental services required), the Contractor shall conform and adhere to the requirements of the *Contractor*

Document Submittal Requirements' Standard included in Annexure I (Refer DOC-STD-0001).

2.8.6. Data Books

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

3. Construction

3.1. General

3.1.1. This section deals with general construction constraints relating to site-wide activities. Construction constraints relating to specific activities are provided in the technical specifications included within annexes. This section is to be read in conjunction with the technical specifications and specifically those clauses in the technical specification relating to construction.

3.2. Temporary *Works*, Site Services & Construction Constraints

3.2.1. The site, site access, permits, and site regulations

3.2.1.1. The site of the project is located along the East of the N2 freeway in the Deal Party area in Port Elizabeth. The site can be accessed directly off the N2 freeway. The terrain can be described as generally flat. The site is located in the transition between the southern temperate and subtropical bioclimatic zones, hence it receives rainfall throughout the year.

3.2.1.2. During construction planning, wind and weather downtime will need to be taken into account, specifically considering that the local wind climate at Port Elizabeth may have an impact on lifting operations associated with the Project.

3.2.1.3. The site is located in a public area, which will have to be secured accordingly for the duration of construction of the *Works*. All access into the area shall be through a gate with access control.

3.2.1.4. The site establishment area shall be clearly signposted and be compliant with the relevant safety regulations and restrictions that

might be in place until the Contractor has de-established from the site and comply with OHS Act 85 of 1993.

3.2.1.5. The *Contractor* shall obtain the necessary entry permits for all staff working within the area in accordance with the control requirements of the *Employer* and shall issue each personnel member with an appropriate identification card.

3.2.1.6. All costs incurred in providing construction personnel with ID cards and access permits shall be borne by the *Contractor*.

3.2.1.7. Housing of the *Contractor's* people on site is not permitted.

3.2.2. Information to be obtained from the site.

3.2.2.1. Prospective *Contractors* shall visit the Site of the proposed *Works* and acquaint themselves with the nature of the *Works*, the conditions under which the *work* is to be performed, the means of access to the site, and, in general, with all matters that may influence or affect the contract.

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

3.2.3. Site security, people restrictions, work hours, conduct and records

3.2.3.1. The *Contractor* provides all staff working within the site area with *Contractor* identification cards which detail the person's name, identity number and the foreman/engineer responsible. All costs incurred in providing construction personnel with ID cards shall be borne by the *Contractor* and shall be made by the *Contractor* to a standard acceptable to the *Project Manager*.

3.2.3.2. In the event that the *Contractor* requests to work overtime to make up for time lost due to his own delays, the *Contractor* will be liable for the supervision cost required from the *Employer's* team during the *Works*.

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

- 3.2.3.4.** *Contractor's* staff shall be confined to the working area and defined access routes and shall not be allowed to be present in other areas of the *Employer*. *Contractor* staff found disobeying this instruction will be subject to disciplinary action.
- 3.2.3.5.** The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Sub-Contractors) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- 3.2.3.6.** The *Contractor* is responsible for the security of the *Works* until completion and handover, and must make his own arrangements for security and the safekeeping of his property. The *Contractor's* watchmen are allowed on site for this purpose.
- 3.2.3.7.** The *Contractor* is to be in constant consultation with the Port's security operations to ensure compliance with all the required security procedures.

3.2.4. Health and safety facilities on Site

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

3.2.5. Cooperating with and obtaining acceptance of others

- 3.2.5.1.** During the course of the contract, other stakeholders (e.g. Municipal workers) and their associates may be working in the general area surrounding the working area. The *Contractor* must make allowance for the necessity to interface with the activities of Others, and to allow for safe access and working conditions.
- 3.2.5.2.** The *Contractor* shall organise the *work* to cause the least possible inconvenience to other construction activities or operations at the Site.

3.2.5.3. 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 coordination.

3.2.6. Site management, traffic management, and site delivery

3.2.6.1. The *Contractor* is required to establish a well-planned site management system. To achieve this, the *Contractor* will provide a comprehensive, well-planned work method and schedule, followed by the submission of a detailed risk assessment for approval and implementation.

3.2.6.2. The *Contractor* shall develop a traffic management plan in order to ensure safety in construction as well as with the public using the nearby freeway.

3.2.6.3. The *Contractor* shall plan the delivery of equipment and materials to the site accordingly. The *Contractor* shall be responsible for temporarily upgrading the access route should the *Contractor* deem it necessary for the delivery of the *Contractor's* Equipment and/or Materials to site.

3.2.6.4. The *Contractor* shall be responsible for ensuring the safe passage of construction traffic to and around the Site at all times. The *Contractor* shall not traverse any areas outside the immediate vicinity of the construction Site(s) or designated access routes approved by the *Project Manager*. Any person(s) found contravening these restrictions will be subject to disciplinary action and may be instructed to be removed from the site.

3.2.7. Materials from demolition and excavation

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

3.2.7.2. The removal and disposal of the existing concrete and rock armour, any spoil material, and material arising from any demolition on site remains the responsibility of the *Contractor*.

3.2.8. *Contractor's Equipment*

3.2.9. This section deals with general requirements relating to the *Contractor's* Equipment. Requirements of the *Contractor's* Equipment relating to specific activities are contained in the technical specifications included within Annexures.

3.2.9.1. 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.

3.2.9.2. The *Contractor* complies with relevant standard specifications. Any tools, test equipment, and devices needed for installation, testing, and commissioning shall be provided by the *Contractor*.

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

3.2.10. Site services, permanent facilities, and temporary facilities

3.2.10.1. The *Contractor* shall make his own arrangements for the supply of services such as electricity, potable water, ablutions, fire protection, lighting, and all other services required for undertaking the *Works*. The cost of meters, connections, reticulation, and all other usage costs associated with the provision of services shall be to the *Contractor's* account. The applicable tariffs will be those that the Local Authority charges the Port and shall be obtained by the *Contractor*.

3.2.10.2. The *Contractor* shall provide, maintain, relocate where necessary, and finally remove, proper portable latrines of sufficient number at his cost. Latrines shall be properly constructed and placed in suitable positions and maintained in a clean and sanitary working condition.

3.2.10.3. Temporary buildings and fencing shall be neat and presentable, and the Site area shall be kept in a neat, clean, and orderly condition.

3.2.10.4. Strictly no housing will be permitted within the *Contractor's* laydown area or anywhere else within the site boundaries. The *Contractor* shall make his own arrangements for housing his employees and transporting them to and from the Working Area.

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

3.2.10.6. Unless expressly stated as a responsibility of the *Employer*, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to provide the *Works* remain the responsibility of the *Contractor*.

3.2.11. Facilities provided by the *Contractor*:

3.2.11.1. The *Contractor* submits the following drawings to the *Project Manager* for acceptance before commencing with the establishment of the site facilities:

- Location drawing showing the area to be occupied by the *Contractor*.
- Dimensioned layout drawing of the proposed facilities (including but not limited to fences, offices, Workshops, ablution facilities, stores, stacking areas, fuel storage, waste management, lighting details).

3.2.11.2. The *Contractor* must ensure that all the fences, obstacles, and hazards are marked.

3.2.11.3. *Project Manager's* approval must be obtained for the use of any temporary lighting on the Site due to the impact that this may have on surrounding operations.

3.2.11.4. The *Contractor* must maintain the working area in a neat and tidy condition to the satisfaction of the *Project Manager*.

3.2.11.5. The *Contractor* must make their own arrangements for the disposal of sewerage and wastewater. Sewerage may not be disposed of on-site. Transnet facilities may not be used.

3.2.11.6. The *Contractor* must make his own arrangements for telecommunication facilities, if required, for his use during the execution of the *Works*.

3.2.11.7. Facilities required by *Employer*

The employer requires a fully serviced facility for the duration of the contract, comprising the following

Office Space

- One shared office accommodating three (3) workstations.
- Each workstation must be fully furnished with a desk, chair, and lockable storage.
- Adequate lighting, ventilation, and power outlets must be provided.

Kitchen Facilities

- A fully furnished kitchen equipped with basic appliances.
- A coffee station with filtered drinking water must be provided and maintained.

Services and Utilities

- Daily cleaning of the office and kitchen areas, including waste removal.
- Reliable internet connection suitable for office operations.
- Access control and security measures in line with standard office requirements.

General

- All facilities must be operational prior to commencement of the contract.
- The *Contractor* is responsible for maintaining all furnishings and equipment in good working condition throughout the contract period.

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

3.2.12. Existing premises, inspection of adjoining properties, and checking the *work* of Others

- 3.2.12.1.** The *Contractor* will be held responsible for any damage to the existing structures and surfacing caused by the *Contractor* during the execution of this contract; fair wear and tear excluded, and shall repair it to the satisfaction of the *Supervisor* on conclusion of the *Works*.
- 3.2.12.2.** For this purpose, a joint inspection with the *Supervisor* will be carried out prior to occupation of the site(s) and any existing damage noted.
- 3.2.12.3.** The *Contractor* is required to forward a photographic report following the inspection to the *Project Manager* for record purposes.
- 3.2.12.4.** The *Contractor* inspects and surveys the work sites in order to establish the existing conditions and state of repair prior to construction with the *Project Manager*. *Contractor* must take photos of before and after construction and keep records for submission to *Project Manager* whenever the need arises. All these records must be submitted to the *Project Manager* at completion of the project, this shall be deemed to have been included in the relevant rates.

3.2.13. Survey control and setting out of the *Works*

- 1.1.1.1. The *Contractor* will be responsible for the setting out of the *Works*.
- 2.1.1.1. It will be the *Contractor's* responsibility to check these points and to ensure that all information handed to them is correct. It will be the *Contractors* responsibility to maintain and ensure the accuracy of the beacons during the construction period.
- 3.2.13.1.** The co-ordinate system is based on World Geodetic System 1984 (WG84), Lo25°. Setting-out of the *Works* is in accordance with this co-ordinate system.

3.2.14. Underground services, other existing services, cable and pipe trenches and covers

- 3.2.14.1.** Where the *Contractor* encounters existing underground services or existing service cables, the *Contractor* undertakes the following:
 - The *Contractor* is required to liaise with, the *Project Manager*, the *NEC Supervisor* and the *Employer's Engineers*, and establish as accurately as possible the location of the various existing services situated within the *Works* area and record all such

information on a suitable "marked-up" drawing for reference at all times.

- In addition to the above, the *Contractor* shall consult the *Project Manager*, the *NEC Supervisor* and the *Employer's Engineers*, prior to undertaking any excavation work.
- Where the *Contractor* encounters existing underground services / existing services cables / pipe trenches, the *Contractor* is to notify the *Project Manager*, the *Supervisor* and the *Employer's Engineers*.
- Where the encountered services are causing a delay in the provision of the *Works*, the *Contractor* shall approach the *Project Manager*, the *Supervisor* and the *Employer's Engineers* for a decision by submitting a Field Engineering Query (FEQ).
- The *Contractor* shall then provide the solution described in the answered FEQ.
- The *Contractor* must thereafter exercise due care and attention in carrying out the agreed excavation *Works* and any *Works* as may be directed by the *Project Manager* to avoid damage or disruption to existing services.
- The *Contractor* shall be liable for all claims arising out of any damage caused by such excavation if the *Contractor* fails to exercise the requisite care and attention in carrying out the excavation.
- The cost of locating and protecting, if necessary, services shall be included in the rates for the services intersecting and adjoining the trenches.
- A group of cables intersecting or adjoining a trench will be regarded as one service.
- The existing services shall be protected when excavating.
- The costs of protecting these services shall be included in the rates for excavation and compaction.
- All existing services shall be treated as in service and "live". All necessary Safety Instructions of the *Employer* and statutory requirements as per the OHS Act and its Regulations shall be complied with in the handling of the "live" service.

- In the case of electrical services, the *Contractor* shall trace, locate, and identify all cables within the service and record the information.
- The *Contractor* shall also comply with all of the relevant Employers Specifications on this document and any annexed thereto in the reinstatement of the services

3.2.15. Excavations and associated water control

- 3.2.15.1.** All excavations deeper than 1.5 m below ground level shall either be fully shored or the sides shall be battered back to a safe angle as determined by the strength of the soil, and approved by the relevant competent person appointed in writing in terms of the Occupational Health and Safety Act 85 of 1993. An evaluation of the stability of the ground, as far as reasonably practicable, is to be undertaken prior to excavation.
- 3.2.15.2.** The *Contractor* shall be responsible for the protection of the *works*, including the provision of the temporary drainage *works* such as drains, open channels, and banks etc., and providing and operating temporary pumps and such other equipment as may be necessary for adequately protecting and dewatering the *works*. *Work* performed by the *Contractor* as part of the protection of the works shall be deemed included in the tendered rates for the various items captured in the Bill of Quantities.
- 3.2.15.3.** The *Contractor* is required to liaise with the *Project Manager* or *Supervisor* and establish as accurately as possible, the location of the various existing services situated within the working areas and record all such information on a suitable "marked-up" drawing for reference at all times. As far as possible, existing services have been shown on the drawings included in this contract. The drawings showing the existing services are supplied as a guide only (refer to Annexure S).
- 3.2.15.4.** In addition to the above, the *Contractor* shall consult the *Project Manager* prior to undertaking any excavation *work*. The *Contractor* must thereafter exercise due care and attention in carrying out the agreed excavation *work* as may be directed by the *Project Manager* to avoid damage or disruption to existing services. The *Contractor* shall

obtain all the necessary work permits before starting any excavations in accordance with health and safety procedures.

3.2.15.5. The *Contractor* shall be liable for all claims arising out of any damage caused by such excavation if the *Contractor* fails to exercise the requisite care and attention in carrying out the excavation.

3.2.16. Control of noise, dust, water, and waste

3.2.16.1. The *Contractor* is to provide dust suppression as per the SOP CEM, CESSG, and PES documents to ensure that dust levels resulting from the *Contractor's* construction traffic are kept to the required safety and environmental standards as specified in the relevant project environmental specifications.

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

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

3.2.17.2. The *Contractor* complies with the SOP CEM and CESSG in the construction of the works, all as described in *Employer's* Works Information.

3.2.18. Publicity and progress photographs

3.2.18.1. The *Contractor* shall obtain the permission and approval of the *Employer* before erecting any notice boards, using the details of the contract in any advertising media, or revealing any details of the contract to the public. The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever, without the express written notification and consent of the *Project Manager*.

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

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

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

- Contract reference
- Photograph file reference
- Date of photograph
- Subject matter

3.2.18.5. The *Contractor* provides a complete intrinsically safe digital photographic record of the progress of the construction of the *Works* to the *Project Manager*, monthly as part of the *Contractor's* monthly programme narrative report.

3.2.19. Giving notice of work to be covered up

3.2.19.1. For all dredging *works* along the seawall, the *Contractor* shall notify the *Supervisor* as soon as possible once hydrographic surveys have been completed to verify the dredge levels. The subsequent placement of other layers is time-sensitive to avoid sediment refilling the dredge trench.

3.2.19.2. The *Contractor* shall not cover the *Works* without the authorization of the *Supervisor*.

3.2.19.3. The *Contractor* shall make the *Project Manager* and *Supervisor* aware of any tests and inspections required by the *Employer's* Quality Management Procedures and/or the *Employer's* Engineers.

3.2.19.4. The *Contractor* notifies the *Supervisor* of the following elements of the *Works* which are to be covered up:

- Placement of the 10-50 kg filter layer (or sections thereof)
- Placement of the 100-500 kg underlayer rock (or sections thereof)

3.3. Completion, Testing, Commissioning, and Correction of Defects

3.3.1. The works to be done by the *Completion* Date

3.3.1.1. On or before the *Completion* Date, the *Contractor* shall have done everything required to provide the *Works*, including removal of his establishment and equipment from the site.

3.3.2. On or before the *Completion Date*, the *Contractor* shall have done everything required to provide the *Works*, including removal of his establishment and equipment from the site.

3.3.3. Use of the works before Completion has been certified

3.3.3.1. In terms of Clause 35.2 in the ECC, the *Employer* may use any part of the *works* before completion has been certified.

3.3.4. As-built drawings and data packs

3.3.4.1. 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*.

3.3.4.2.	Item of work	3.3.4.3.	To be completed by
3.3.4.4.	Submission of all data packs, quality assurance records, and as-built drawings	3.3.4.5.	30 days after <i>Completion date</i>
3.3.4.6.	Submission of all As-built drawings	3.3.4.7.	30 days after <i>Completion date</i>

3.3.5. Access given by the *Employer* for correction of Defects

3.3.5.1. Clause 43.4 requires that the *Project Manager* arrange for the *Employer* to allow the *Contractor* access to and use of a part of the *works*, which has been taken over, if needed to correct a Defect. After the *works* have been put into operation, the *Employer* may require the *Contractor* to undertake certain procedures before such access can be granted.

3.3.6. The *Contractor* complies with the following constraints and procedures of the *Employer*, where the *Project Manager* arranges access for the *Contractor* after Completion:

3.3.6.1. Where the *Contractor* has to return to Site after Completion to rectify notified Defects, the *Employer* may either impose the same Site access/egress restrictions as communicated elsewhere under C3.1 *Employer's Works Information* at the starting date/access date stated under Contract Data - Part One, or as the *works* are now in use or the *Employer's* occupation of the Site may be incrementally or substantially

changed post Completion, there may be further access/egress restrictions stated here at paragraph 3.2.13 of C3.1 *Employer's Works Information*.

3.3.7. Materials, facilities, and samples for tests and inspections

The *Contractor* provides the *Employer* with the following materials, facilities, and samples during the provision of the Works, as per ECC Clause 40.2:

- 3.3.7.1.** The *Contractor* is required to provide all materials, facilities, and samples for any tests required in Item 3 Plant and Material Standards and Workmanship below.
- 3.3.7.2.** The *Contractor* shall furnish samples of any Plant that is other than, or different to, that specified by the *Employer's* Engineers, to the *Supervisor* for Acceptance by the *Employer's* Engineers. The *Contractor* is prohibited from installing said Plant without the required prior authorization from the *Employer's* Engineers.
- 3.3.7.3.** The *Contractor* shall furnish samples of any Plant that is other than, or different to, that required by the *Employer's* Engineering Specifications, that shall be utilised in the *Contractor's* Designs, to the *Supervisor* for Acceptance by the *Employer's* Engineers. The *Contractor* is prohibited from installing said Plant without the required prior authorization from the *Employer's* Engineers.
- 3.3.7.4.** The *Contractor* shall furnish samples of any Plant that is proposed to be used in the *Contractor's* Designs, to the *Supervisor* for Acceptance by the *Employer's* Engineers. The *Contractor* is prohibited from designing with, and subsequently installing said Plant without the required prior authorization from the *Employer's* Engineers.
- 3.3.7.5.** Samples, tests, and inspections required of the *Contractor* shall be as specified in Section 2 of C3.1 or any other standards, specifications, or statutory requirements referred to therein or annexed thereto.
- 3.3.7.6.** The *Contractor* shall give notice to the *Supervisor* of the required inspection not less than 48 hours before the inspection is required.
- 3.3.7.7.** The *Employer* will not provide any materials or facilities for the use of the *Contractor* to perform tests and inspections.

3.3.8. Take over procedures

The *Contractor* provides the following assistance to the *Employer*:

- 3.3.8.1.** The *Contractor* ensures that the documentation as described in 3.3.3 of the Works Information is presented to the *Project Manager* before Completion.
- 3.3.8.2.** The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the plant, services, and systems that reflect the status of the completed *Works* for Civil and Marine to present to the *Employer*.
- 3.3.8.3.** Where the *Contractor* has presented Maintenance and Operating Manuals that represent the buildings, plant, services and systems that reflect the status of the completed *Works* for Mechanical, Electrical, Control and Instrumentation, General Layouts and Detail Drawings, (and including Plant within the *Works*) to the *Project Manager* at take-over, the Contractor modifies and updates As-built documents as necessary prior to Completion.

4. Plant and Materials Standards and Workmanship

4.1. Investigation, Survey, and Site Clearance

- 4.1.1.** The *Contractor* carries out the following investigations: cable detections, proof trenching at the Site to verify the provided as-built information by the *Employer* with existing conditions on site.
- 4.1.2.** The *Employer* provides the following information and survey controls for the *Contractor*.
 - 4.1.2.1.** Survey control points for the setting out of the *Works* will be provided by the *Employer*. The *Contractor* will be responsible for the setting out of the *Works* and establishing other benchmarks as necessary.
 - 4.1.2.2.** For the purposes of this contract, the datum level shall be Mean Sea Level (MSL), which is also known as Land Levelling Datum (LLD).
 - 4.1.2.3.** The *Contractor* validates the information provided by the *Project Manager* and records all existing and final levels on a drawing and presents this to the *Project Manager* for acceptance.
- 4.1.3.** In-surveys

Before commencing the repair *works* on the seawall, the *Contractor* carries out both hydrographic and drone/LIDAR surveys of the existing seawall in the areas

to be repaired. This survey is carried out in collaboration with the *Supervisor* and submitted to the *Project Manager* for acceptance. Removal of dolos, armour rock, and dredging may commence after acceptance of the in-survey by the *Project Manager*. A copy of the final accepted in-survey is furnished to the *Project Manager* for record purposes and for use in calculating material volumes. All surveys are undertaken in accordance with Annexure G - Hydrographic surveys generic specifications and Annexure F – Drone survey specifications.

4.1.4. Out-surveys

On completion of all concrete and rock armour unit placement, the *Contractor* shall carry out an out-survey of the construction area similar to. This survey shall be carried out in collaboration with the *Supervisor*. Both parties shall agree on the final levels. A copy of the final agreed-upon survey shall be furnished to the *Project Manager* for record purposes, and it will be used for calculating material volumes. The final levels shall be recorded on a drawing. The results of this survey shall be made available to the *Supervisor* for acceptance. All surveys are undertaken in accordance with Annexure G- Hydrographic surveys specifications and Annexure F – Drone Survey specifications.

4.1.5. The *Contractor* validates the information provided by the *Project Manager* and records all existing and final levels on a survey drawing and presents this to the *Project Manager* for acceptance.

4.1.6. Prior to commencing the *Works*, the *Contractor* records any defects or inaccuracies related to the existing structures, paving, etc., and presents this record to the *Project Manager* for acceptance. Only items recorded in this manner will be accepted as having pre-existed the *Works*, and the remedying of all other damage will be the *Contractor's* responsibility and for his cost.

4.2. Workmanship

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

4.2.2. The *Project Manager* may, at his 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.

- 4.2.3.** 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 *Project Manager* or his representative.

4.3. General Specifications

- 4.3.1.** The *Contractor* complies with the specifications listed below. The specifications are contained in Annexures attached to this Works Information:

- Annexure J: Contractor Document Submittal Requirements' Standard
- Annexure K: Project Health & Safety Specifications
- Annexure L: General Quality Requirements for Suppliers and Contractors
- Annexure M: Baseline Risk Assessment
- Annexure N: Drawing requirements ENG-STD-00001
- Annexure O: Transnet Integrated Management System (TIMS) Policy Commitment Statements.
- Annexure P: TNPA Integrated Management System (IMS) Policy Commitment Statements.
- Annexure Q: Standard Operating Procedure: Construction Environmental Management (009-TCC-CLO-SUS-11386)
- Annexure R: Contractor Environmental and Sustainability Specification Guidelines (TRN-IMS-GRP-GDL-014.4)

4.4. Standardised Specifications

- 4.4.1.** The *Contractor* complies with the latest edition of the Standardised Specifications, including all references, listed below.
- 4.4.2.** The Standardized Specifications are not necessarily aligned with the NEC3 identified and defined terms. Section 1.3 rectifies the terms used in the standardized specifications.
- 4.4.3.** The Standardised Specifications are part of the Works Information and are intended to state the technical requirements and constraints for providing the *Works*. As such, any reference to measurement and payment in the Standardised Specifications is not applicable to the Works Information and shall be ignored.

4.4.4. If any requirements of this Works Information conflict with the requirements of the Standardised Specification, the requirements of this Works Information shall prevail.

The list of Standardised Specifications is:

SANS 201	Sieve analysis, fines content and dust content of aggregates
SANS 1083:	Aggregates from natural sources: Aggregates from concrete
SANS 1491-1:2005:	Portland cement extenders - Part 1: Ground granulated blast furnace slag
SANS 1491-2:2005:	Portland cement extenders - Part 2: Fly ash
SANS 1491-3:2005:	Portland cement extenders - Part 3: Silica Fume
SANS 50197-1:2000:	Cement Part 1: Composition, specifications and conformity criteria for common cements
SANS 5842:	Aggregates in Concrete
SANS 5862-1:	Concrete Tests – Consistence of freshly mixed concrete – Slump Test
SANS 5862-2:	Concrete Tests – Consistence of freshly mixed concrete – Flow Test
SANS 1200 A:	General
SANS 1200 AB:	Engineers' office
SANS 1200 D:	Earthworks
SANS 2001-CC1:2012:	Concrete works (structural) For Marine Works
SANS 6245:	Potential reactivity of aggregates with alkalis (accelerated mortar prism method). 2002 1.01
BS 6349-5:	Maritime structures

4.5. Particular Specifications

4.5.1. The following Particular Specifications apply:

- Annexure B: Coastal Structures Particular Technical Specifications
- Annexure C: Concrete Works Particular Technical Specifications
- Annexure D: Dredging Particular Technical Specifications
- Annexure I: Geotextile Technical Specifications

4.6. Generic Specifications

4.6.1. The following Generic Specifications apply:

- Annexure E: Seawall Armour Units Generic Technical Specifications
- Annexure F: Drone Surveys Generic Technical Specifications
- Annexure G: Hydrographic Surveys Generic Technical Specifications
- Annexure H: Rock Generic Technical Specifications

4.7. Civil Engineering and Structural Works

4.7.1. Where the SANS 1200 series of Specifications is used within the Works Information, the following interpretations and meanings shall apply:

4.7.2. In case of any conflict in interpretation, ambiguity, or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in the Works Information and the conditions of contract, the conditions of contract take precedence within the ECC contract.

4.7.3. In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this paragraph 4.3 of the *Employer's* Works Information and specific statements contained elsewhere in C3.1 *Employer's* Works Information, the specific statements contained elsewhere shall prevail, without prejudice to the *Project Manager's* express duty to resolve any ambiguity or inconsistency in the Works Information under ECC Clause 17.1.

4.7.4. Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:

- Where the word or expression "Employer" is used, read "Employer";
- Where the word or expression "Contractor" is used, read "Contractor";
- Where the word or expression "Engineer" is used, read "*Project Manager*" or "Supervisor" as the context requires;
- Where the word or expression "bill of quantities" is used, this is deleted in its entirety. Assessment and payment is in accordance with the conditions of the contract (and the ECC main and secondary options stated therein);

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

- "Acceptable. Approved (Approval)" is interpreted as either a *Project Manager* or a *Supervisor* communication or instruction in relation to Works

Information compliance, consistent with the conditions of contract as the context requires;

- "Adequate" is deleted. The *Project Manager* notifies the Contractor where the Contractor has not complied with the Works Information;
- "Measurement and payment" and the further definitions contained within 6.3 c) are deleted. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein);

4.7.6. Within SANS 1200 A: GENERAL 2.6 APPROVAL, the following applies:

"Approval" by either the *Project Manager* and/or the *Supervisor* is without prejudice to ECC Clause 14.1 and, inter alia, ECC Clauses 13.1, 14.3 and 27.1.

4.7.7. SANS 1200 A: GENERAL 2.8 ITEMS IN SCHEDULE OF QUANTITIES, is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein).

4.7.8. SANS 1200 A: GENERAL 3.2 STRUCTURES AND NATURAL MATERIAL ON SITE, applies only to the extent that it is consistent with section 3 of C3.1 *Employer's Works Information*.

4.7.9. Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:

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

4.7.10. SANS 1200 A: GENERAL 7.2 *CONTRACTOR'S OFFICES, STORES AND SERVICES*, applies but the *Project Manager* resolves any inconsistency with statements included within section 3 of C3.1 *Employer's Works Information*.

4.7.11. SANS 1200 A: GENERAL 3.1 SURVEY, applies only to the extent that it is consistent with section 3 of C3.1 *Employer's Works Information*.

4.7.12. Within SANS 1200 A: GENERAL 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS, the following applies:

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

4.7.13. SANS 1200 A: GENERAL 3.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES applies only to the extent that it is consistent with the specific statements made elsewhere in C3.1 *Employer's Works Information* and in any case and at all times consistent with the conditions of contract.

4.7.14. Within SANS 1200 A: GENERAL 5 TESTING, the following applies:

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

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

4.7.16. The principles, meanings and interpretation stated and established within paragraphs 4.7.1 to 4.7.15 with respect to SANS 1200 series and to SANS 1200 A: GENERAL equally apply to the other SANS 1200 specification references used within C3.1 *Employer's Works Information*.

4.8. CIDB Standard for Contract Skills Development and CIDB Standard for Contract Participation

4.8.1 Standard for Skills Development

The Contractor shall further submit to the Employer's representative:

- an interim contract compliance training report in the specific format (Form A3 Project Interim Report) at intervals which do not exceed 3 months; and
- a final contract compliance training report, in the specific format (Form A5 Project Completion Report). This report shall, respectively, be submitted within 15 days of; reaching completion, end of the service, the delivery date for all work required or practical completion (in the case of professional service), service, design and construct contracts, and engineering and construction works contracts.

For Structured Workplace Learning for Candidates (Method 3 and Method 4) The contractor shall:

- a) appoint a supervisor who is actively engaged in work directly associated with the contract to issue tasks,
- b) appoint a suitable mentor as required by the professional body or statutory council.

Management Meetings:

The contractor shall report to the Employer's Representative on the implementation and progress of the CSDG.

The Forms for contract administration:

The contractor shall submit to the Employer's Representative the following proformas:

- Form A2 Baseline Training Plan
- Form A3 Project Interim Report
- Form A5 Project Completion Report

Records:

The contractor shall:

- keep records for learners and candidates of the hours worked and registration with the cidb SDA, Sector Education Training Authorities SETA's (where required) and professional statutory councils (where required) particulars towards compliance with this Standard.
- ensure all the documentation required in terms of clause 4 in the Standard is provided in a timely manner and according to a prescribed format where applicable.
- upon termination of the opportunities provided to satisfy the CSDG, certify the quantum and nature of the opportunity and submit the certificate and counter-certified by the relevant individual, to the Employer's representative for record-keeping purposes.

Payment Certificates:

The contractor shall:

- achieve the measurable CSDG as agreed by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the Skills Methods as per the Standard in relation to work directly related to the contract or order as indicated under clause 4.2 and 4.3 in the Standard.
- submit payment certificates to the Employer's Representative at intervals determined in the Contract.

In respect of the Standard for Skills Development, the contractor shall complete the following forms attached herewith and return them to TNPA within the stipulated period:

- A2 – Baseline Training Plan (21 days after acceptance),
- A3 – Project Interim Report (21 days after the end of each reporting period),
- A4 – Supervisor Agreement (21 days after acceptance), and
- A5 – Project Completion Report (21 days after Final Completion)

4.8.2 Standard for Indirect Targeting

Employers Objectives:

The objective of the project is to provide for a minimum contract participation goal (CPG) of 30% of the total project value and to develop targeted enterprises by the main or lead partner contractors.

The successful contractor shall:

- Subcontract a minimum of 30% of the total project value (excluding contingencies, vat and escalation) to targeted enterprises which shall be CIDB registered in the CIDB Grades 1 – 6 AND which shall be 51% or more Black owned, or 35% or more Black women owned;
- perform a needs analysis on the targeted enterprise to identify developmental goals;
- develop the targeted enterprise/s in two development areas as specified in the Standard, and agreed by both the main contractor and the targeted enterprise/s;
- provide internal mentorship support to improve the targeted enterprise/s performance;
- develop a project specific enterprise development plan to improve the targeted enterprise/s performance in the identified developmental areas;
- monitor and report the progress of the agreed development areas with the targeted enterprise/s; and
- submit a project completion report to the Employer's representative for each targeted enterprise.

The development of the Targeted Enterprise shall be guided by the CIDB Competence Standard for Contractors Gazette No. 41237, 10 November 2017. **Table 2.**

The contractor shall appoint an Enterprise Development Coordinator who shall:

- a) develop a project specific Enterprise Development plan to improve the targeted enterprise's performance in the identified developmental areas and shall allocate resources to monitor progress in relation to improved performance; and
- b) shall, submit to the employer's representative a monthly enterprise development report (Performa – ED105P) which documents all mentoring activities that have taken place during that month, and the progress made in improving the targeted enterprise's performance in the agreed developmental areas, countersigned by the targeted enterprise.

Competence Criteria for an Enterprise Development Coordinator

The enterprise development coordinator shall have the following competencies:

- A minimum experience of 5 years in the construction industry at Managerial level as a Site Agent, Contracts Manager, Site Manager, Construction Manager, Business Development Manager or Enterprise Development Manager.
- A minimum experience of 2 years in training and development in Building or Construction; and
- A National Diploma or B Degree in the Built Environment or Business Management.

MANAGEMENT

The contractor shall provide a competent person/s to provide internal mentorship to the Targeted Enterprise/s in the two agreed developmental areas.

The Format of Communications

The contractor shall submit to the Employer's representative:

1. Project interim reports in the specified format (ED105P) detailing interim value of the CPG that was achieved. Such a report shall also contain a monthly progress report, compiled by the employer's representative and the contractor, detailing an assessment of the enterprise development support provided.
2. Project completion report, in the specified format (ED101P), to the Employer's Representative for acceptance within 15 days of achieving practical completion. The report shall include the value of the CPG that was certified in accordance with the contract, cidb registration numbers of each and every targeted enterprise and the value of the subcontracted works or the participation parameter of the joint venture entered into; and
3. Enterprise development declaration (ED104P).

The Key Personnel:

The contractor shall appoint an Enterprise Development Coordinator and a competent person/s to provide internal mentorship.

Management Meetings:

The contractor shall report to the Employer's Representative on the implementation and progress of the targeted enterprise development and CPG.

The Forms for contract administration:

The contractor shall submit to the Employer's Representative the following proformas:

- Form ED 105P Project Interim Report
- Form ED 104P Enterprise Development Declaration
- Form ED 101P Project Completion Report

Records:

The contractor shall:

- keep records of the targeted enterprise development,
- keep records of the payments made to the targeted enterprises in relation to the CPG,
- ensure all the documentation required in terms of the Standard is provided in a timely manner and according to a prescribed format where applicable.

Payment Certificates:

The contractor shall:

- achieve the measurable CPG and providing enterprise development support to the targeted enterprise/s as per the Standard,
- submit payment certificates to the Employer Representative at intervals determined in the Contract.

In respect of the Standard for Indirect Targeting & Enterprise Development, the contractor shall complete the following forms attached herewith and return them to the TNPA within the stipulated period:

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

5. List of Drawings issued by Employer

Drawings, Data Sheets, and Documents 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 and are to be read in conjunction with the Works Information.

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

Drawing Number	Drawing Title
XPE.E.0030-001-S-LA-0001-01	Overall Layout of Project Area
XPE.E.0030-001-S-DE-0001-01	3 Ton Dolos Dimensions
XPE.E.0030-001-S-SE-0001-01	Construction Sequence
XPE.E.0030-001-S-SE-0002-01	Dredging Cross Section 1 of 2
XPE.E.0030-001-S-SE-0002-02	Dredging Cross Section 2 of 2
XPE.E.0030-001-S-SE-0003-01	New Seawall Cross Section 1 of 2
XPE.E.0030-001-S-SE-0003-02	New Seawall Cross Section 2 of 2

SECTION 2

6. Management and start-up

It is the *Employer's* specific intention that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to proactively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

The *Employer's* agent shall be indicated in the Contract Data. The *Employer's* Agent is fully empowered to act on behalf of the Employer for the service covered by the Scope. The *Employer's* Agent will accept, or not accept, the Consultant's assessment of the amount due in terms of the contract.

6.1. General requirements

6.1.1. Monthly claims and pricing instruction

The appointed *Contractor* shall submit an invoice referencing the total monthly claim for the period extending from the 21st day of the previous month to the 20th day of the present month. The appointed *Contractor* shall ensure that the monthly claim certificate reflects the breakdown as per the items as described in the Scope of Works and reflects the correct Purchase Order to be issued by TNPA.

The appointed *Contractor* is to price the Bill of Quantities based on the Scope of Work outlined in the items below. The total costs of each item listed in the Bill of Quantities shall be all-inclusive costs associated with executing the *Works* and are subject to approval by TNPA prior to the appointment of the *Contractor* to the project. Items not explicitly stated, but required to complete each of the *Works*, shall be regarded as included in activities listed in the Bill of Quantities.

6.1.2. Procure, permits, and site establishment

The appointed *Contractor* shall be responsible for the procurement of all equipment and services required for the construction of the system. Site establishment shall be for the cost of the appointed *Contractor*, with a site location based on availability. Work permits and authorisations required for any *works* performed for the construction are to be sourced by the appointed *Contractor*.

- The *Contractor* must undertake all necessary enquiries related to the site establishment and access to it.
- It shall be the appointed *Contractor's* responsibility to obtain licenses, permits, or any other authorisations to carry out the required work.

6.1.3. Key Milestones

The following key milestones are set out for this project

Kick-Off Meeting

Pre-Construction Submittals and Approvals

- Submission of Health and Safety, Quality, and Environmental Files
- Application and receipt of a construction work permit from the Department of Employment and Labour

Site Access Certificate Issue

Project Mobilization

- Mobilization of equipment, materials, plant, and personnel
- Site Preparation (establishment) and Access Works

Construction

- Removal of rock/dolosse and creation of a temporary barrier
- Dredge to design profile for new toe

- Surveys
- Filter and underlayer construction
- Armour Layer and Dolosse Placement
- Testing, Inspections, and Approvals

Final Grading, Demobilization & Restoration

- Removal of temporary works
- Final site cleanup
- Restoration of the area

Submission of close-out documentation.

Completion Certificate Issue

6.1.4. Appointed *Contractor's* management, supervision, and key personnel

The appointed *Contractor* shall provide an organogram and a curriculum vitae of all key personnel.

The contractor shall appoint a full-time SACPCMP registered construction manager Pr. CM for the daily supervision of construction activities on site, and a site engineer for the technical supervision and quality control of construction *works*. A SACPCMP registered construction health and safety officer, based full-time on site, shall be employed as a key person, reporting to the Construction and *Project Manager* in respect of issues relating to safety risk management. Similarly, the Environmental Specialist reports to the Construction and *Project Manager* in respect of issues relating to environmental management.

The appointed *Contractor's* key personnel are envisaged to consist of, but not limited to, the following:

- *Project Manager*
- Construction Manager
- Health and Safety Officer
- Environmental Specialist
- Resident Engineer
- QA/QC Manager
- Project Planner.

6.2. Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick-Off Meeting	Prior to Commencement of Construction	TNPA Offices, Port of Port Elizabeth	<i>Employer, Contractor (key persons) and Project Manager (appropriate delegates)</i>
Contract Progress Meeting	Fortnightly	On-site/ TNPA Offices Port of Port Elizabeth	<i>Employer, Contractor (key persons) and Project Manager (appropriate delegates)</i>
Risk Register, Compensation Events, and early warnings	As and when required	On-site/ TNPA Offices Port of Port Elizabeth	<i>Project Manager (and appropriate delegates), Supervisor (and appropriate delegates) and Contractor (appropriate key persons)</i>

6.2.2. Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or, if not so specified, by persons and at times and locations to suit the Parties, the nature and the progress of the *works*. Records of these meetings are to be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.

6.2.3. 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 the contract to carry out such actions or instructions.

6.3. Documentation Control

- 6.3.1.** In undertaking the *Works* (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the Contractor Documentation Submittal Requirements' Standard.
- 6.3.2.** The *Contractor* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation.
- 6.3.3.** In undertaking the works, all documentation requirements for the works shall be dealt with in Accordance with document DOC-STD-0001 – Rev00 (Contractor Documentation Submittal Requirements). The control, maintenance, and handling of these documents and drawings, using a suitable document control system, remain the sole responsibility of the *Contractor*.
- 6.3.4.** The Contractor Documentation Schedule (CDS) is as contemplated in DOC-STD-0001 – Rev 00.
- 6.3.5.** The Contractor documentation "Starter kit", as contemplated in DOC-STD-0001 – Rev 00, will be issued at the kick-off meeting following award.
- 6.3.6.** All contract correspondence is issued through document control. All hardcopy communication will be delivered to the *Employer* via the Lead Document Controller at the PoPE Admin Building Office document control department. In the event of urgent communication, electronic communication can be transmitted to DocumentControl@transnet.net.
- 6.3.7.** Each supplier of documentation and data to the Project is responsible for ensuring that all documentation and data submitted conforms to the Project Standards and data Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness, and currency of information. Data not meeting the Project Standards and data Quality requirements will be cause for rejection and returned to the Contractor for corrective action and resubmission.
- 6.3.8.** Should any change be made to documentation or data that has already been submitted to the Project, then new or revised documentation or data shall be issued to replace the outdated information.
- 6.3.9.** All drawings supplied shall comply with the CAD Standards, i.e. ENG-STD-0001.

- 6.3.10.** It is the responsibility of all Project participants undertaking work on the Project to ensure they obtain and comply with the relevant requirements to suit their deliverables and Scope of Work.
- 6.3.11.** 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.
- 6.3.12.** Electronic files submitted to the Project shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to have, at all times, the latest generation of virus protection software and up-to-date virus definitions.
- 6.3.13.** The *Contractor* shall be responsible for the supply of all Sub-Supplier/Contractor/Manufacturer, etc documentation and data related to their package of work and shall ensure that these Sub-Suppliers have the capability to supply the necessary documentation and data in the required time frame and quality as outlined in the specified standards prior to awarding sub-orders.
- 6.3.14.** The required number of copies of documentation and data shall be specified in the *Contractor* Documentation Schedule (CDS). The required number of copies shall, as a minimum, be three (3) (1 x original + 2 x hard copies), with the corresponding PDF and 'Native' file formats upon final submission.
- 6.3.15.** The *Contractor* shall apply "wet signatures" to the original Documentation before scanning the signed original and prior to formal submission to the Project.
- 6.3.16.** Final issues of all documentation shall be supplied to the Project in "wet signature" format along with the associated corresponding electronic 'native files' and PDF renditions.
- 6.3.17.** The *Contractor* shall ensure adequate resources are available to manage and execute the Document Control function as per the requirements of the Project. (The contractor shall ensure that a dedicated Document Controller is available for the Project).

6.4. Health and Safety Management

The Principal *Contractor* complies with the following Health and Safety requirements, but not limited to:

- TNPA Health and Safety Project Specification

- Occupational Health and Safety Act (Act 85 of 1993) and Regulations.
- Transnet health and safety policies and procedures; and
- National Road Traffic Act.

The Principal *Contractor* ensures that its contractors comply with the above-mentioned requirements. All health and safety requirements applicable to the Principal *Contractor* is applicable to all contractors as well. The Principal *Contractor* shall acknowledge the achievement of specific safety milestones set for the project with regard to incident statistics, incident recording, safety observation and conversations (SOC's) participation, safety initiatives, etc.

The Principal *Contractor* makes the Health and Safety specification available to its employees and Subcontractors in the language of this contract and other local languages as required. The Principal Contractor conducts a method statement, risk assessment, and safe work procedures pack per activity prior to carrying out the *Works* on the Site to the approval of the *Project Manager*.

The lines of communication of the various personnel acting on behalf of the *Project Manager*, who communicates directly with the Principal *Contractor*, and his key persons with respect to the HAS specification, are contained within (Health and Safety Project Specification).

The Principal *Contractor* shall appoint a full-time CHSO per shift, registered and in possession of a valid letter of good standing with SACPCMP for the duration of the works, the number of which depending on the scope, complexity, and high-risk activities involved, as required by the Construction regulations of 2014, regulation 8(5). The Health and Safety Officer(s) must be on site when work commences at the start of the day and must remain on site until all activities for that day (including the activities of *Contractors*) have been completed.

The Construction Manager (CM) of the Principal Contractor is responsible, within the context of the HAS project Specification, for health and safety on the site. The CM-specific tasks are detailed in the Health and Safety Project Specification. A full-time CM to be appointed on site, registered, and in possession of a valid letter of good standing with SACPCMP in the category being appointed for, for the duration of the works.

All items of plant, equipment, and vehicles travelling within the site shall be equipped with fully operational amber rotating flashing lights. All vehicles shall be roadworthy and shall at all times adhere to all traffic signage and speed limits.

All employees of the Principal *Contractor* shall undergo entry medicals before the commencement of the project and thereafter on an annual basis, inclusive of exit medicals. Medicals to include drug testing. Medicals to be done by an Occupational Medical Practitioner (OMP).

All shall comply with PPE requirements as mentioned in this document, as well as the Health and Safety Project Specification taking note that only long sleeve pants and shirts are allowed to be worn on site in addition to the compulsory project PPE requirements.

Transportation of employees shall not be allowed at the back of LDV's, even those fitted with a canopy. All permit costs required for any activities relating to the project shall be for the Principal *Contractors/contractor's* account. All employees and visitors are to undergo daily alcohol testing by a trained person, and calibration certificates are to be available upon request.

Upon appointment of the Principal Contractor, the TNPA PrCHSA will apply for a construction work permit (CWP) to the DoEL. No construction work will commence until such time that the department issues the TNPA Pr.CHSA with a CWP number.

A site access certificate will be issued to the Principal *Contractor* once the construction work permit has been obtained and the HS file has been accepted by the PrCHSA and /or the TNPA HS representative. Inductions will then be arranged via the project Manager.

6.5. *Contractor's* Management, Supervision, and Key Persons

The *Contractor* shall provide an organogram showing their key personnel and their lines of authority and communication.

6.6. Quality Management

The *Contractor* shall be responsible for all quality activities necessary to ensure the *Works* meet the requirements specified in the Contract and shall manage and coordinate all quality aspects of the Works in accordance with the General Quality Requirements for *Contractors* and Suppliers: TNPA-QUAL-REQ-14.1. The Service Provider's Quality Management System shall be in accordance with the requirements of International Standard ISO 9001:2015.

The *Contractor* submits his Quality Management System documents to the *Employer* as part of his programme under NEC3 ECC Clause 31.2 to include details of:

- Project Quality Plan (PQP) for the contract shall cover project scope and be aligned to General Quality Requirements for Contractors and Suppliers - TNPA-QUAL-REQ-14.1.

- CV of Quality Officer supplemented by Quality diploma/ Technical diploma and ISO 9001:2015 Quality Management System training certificates (Implementation of QMS and Internal Auditing). The Quality Officer MUST have a minimum of 3 years' quality experience in Marine Engineering Construction projects.
- Quality Control Plan (QCP) MUST cover all Engineering works applicable to the project and clearly identify all inspection, test, and verification requirements to meet contractual obligations, specifications, 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 coordination activities to ensure that the scope meets the standards stated in the Works 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 Project 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 Officer

The *Contractor* shall nominate a suitably experienced quality representative as referenced in bullet 2 above. The Quality representative will be responsible for ensuring that the PQP requirements are implemented on site. The Contractor shall submit the CV and qualifications/certificates of his nominated quality representative for the *Project Manager's* review and approval.

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 Control Plan

- The *Contractor* shall provide a Quality Control Plan (Inspection and Test Plan) specifying their proposed quality control activities for the entire scope of supply and scope of works. The Quality Control Plan shall reference the procedures, codes, and standards that apply to the listed activities, the acceptance criteria, the records to be produced, and similarly, it shall incorporate all Subcontractors' and suppliers' activities. The Quality Control Plan shall be prepared on the Contractor's/Supplier's standard format.
- 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.
- 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.
- 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.
- 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.

Subcontractor

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

The *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-contractors) work and of materials used, irrespective of any quality surveillance that may be carried out by the *Employer* or his representative.

6.7. Construction Management Plan

The appointed *Contractor* shall develop a detailed Construction Management Plan (CMP) to minimise the impacts of construction activities on port tenants and users of port facilities.

The CMP must make provision and propose locations for access routes, materials, plant, etc. to be stored within the development site during construction. The appointed *Contractor*, in consultation with TNPA and other port users, is to review contingency plans to mitigate the effects of possible disruptions during construction. All activities shall be planned to, as far as possible, minimise the disruption to TNPA Employees, port users, and the public. The construction shall in no way disrupt the national road.

Traffic Management shall form part of the Construction Management Plan. The appointed *Contractor* shall ensure the safe passage of traffic to and around the site and working areas at all times, which includes the provision of flagmen, protective barriers, signage, etc. for protection, direction, and control of traffic. The *Contractor* shall ensure that any of his staff, labour, and equipment moving outside of his allocated site and working areas does not obstruct the *Employer's* operations.

Contractor to appoint SACPCMP-registered Construction Manager (Pr. CM) with seven years post-qualification experience.

Contractor to prepare a method statement that describes a logical step-by-step manner how this task will be done. Method statement to consider health and safety implications of a task and should contain the control measures that should be followed to reduce risks.

6.8. Environmental Management

6.8.1. The potential *Contractors* shall review the Transnet Governance Framework in preparing the returnable:

- Annexure O: Transnet Integrated Management System (TIMS) Policy Commitment Statements.
- Annexure P: TNPA Integrated Management System (IMS) Policy Commitment Statements.
- Annexure Q: Standard Operating Procedure: Construction Environmental Management (009-TCC-CLO-SUS-11386)
- Annexure R: Contactor Environmental and Sustainability Specification Guidelines (TRN-IMS-GRP-GDL-014.4)
- Standard Environmental Maintenance Management Plan.

6.8.2. The tenderer must provide evidence of how their Environmental Management Plan will ensure conformance to ALL the requirements mentioned below.

- Roles and Responsibilities
- Legislative Requirements

- Impacts and Mitigation
- Incident and Non-conformance Reports
- Monitoring and Continuous Improvement

6.8.3. Appointment of an Environmental Specialist to ensure the project is compliant to all environmental legal requirements are in place before the project is undertaken.

6.8.4. Potential *Contractor* to provide an organogram depicting the Environmental Specialist (ES) and illustrating the environmental reporting structure. In addition to the organogram, the roles and responsibilities of the Environmental Specialist (ES) must be illustrated in the Curriculum Vitae (CV). The Environmental Specialist (ES) must have a minimum of five (5) years of on-the-job experience. The Environmental Specialist (ES) must have a Natural Science or Environmental Management Degree as a minimum, and attach a copy of the qualification for evaluation purposes.

6.8.5. As a minimum, the Environmental Specialist (ES) responsibilities are as follows:

- Overall provision of environmental management expertise to the project.
- Interface with the TNPA Environmental Management Team through the TNPA *Project Manager*.
- Advise the project team of their environmental roles and responsibilities as well as legal liabilities for non-conformance to environmental protocols.
- Conduct environmental risk assessment aligned to the scope of work.
- Conduct environmental legal review aligned with the scope of work for the project.
- Identify and engage with all competent authorities that should be consulted based on the scope of work and implement resolutions from consultation with competent authorities.
- Develop an Environmental Management Plan in line with the scope of work and ensure compliance to same once all approvals are in place.
- Identify any other relevant project-specific environmental management measures that s/he deems necessary for good environmental stewardship.
- The Environmental resource shall be responsible for signing off all project-specific environmental documentation and the sign-off implies that the Specialist is satisfied and approves the contents of the documents as covering environmental risks and legal exposures before submission to TNPA

- 6.8.6.** The potential *contractors* must provide at least 3 projects where construction environmental management duties have been executed, including a brief (explanation) description of the environmental duties conducted.
- 6.8.7.** The appointed *Contractor* shall adhere to the Transnet SOP CEM, CESSG and PES if applicable.
- 6.8.8.** Post the appointment, the *Contractor* shall submit for an environmental file before execution for approval. The environmental file is inclusive of Environmental Method Statements for the undertakings to be updated if there any deviations. All further work Method statements must be submitted for approval 6 weeks before the undertaking.
- 6.8.9.** The appointed *Contractor* is responsible for the removal of all waste from the site as per the waste classification and keep proof of safe disposal in the file.
- 6.8.10.** A full-time on-site Environmental Specialist will be required to monitor and ensure that all the environmental requirements are met for the site and its documented records. All Environmental records must be kept up to date as the work progresses up until the site closure. The Environmental Specialist will report and be supported by the TNPA environmental specialist to address any deviations and implement corrective actions for continuous improvement on site. TNPA environmental resource will oversee environmental conformance and undertake frequent monitoring of the site and its documentation with the Contractor Environmental specialist.
- 6.8.11.** At the completion of *works* or decommissioning, the environmental file will be handed over to TNPA for record, review, and acceptance. All documented evidence of the construction phase environmental management must be on file. Furthermore, at site decommissioning, the site must be cleared, and the affected area returned to an environmentally acceptable state under the supervision of the TNPA environmental resource. Once all the environmental site closure requirements are met, a site closure inspection audit will be undertaken, and a site closure certificate will be issued by the TNPA environmental resource.

6.9. Risk Assessment and Risk Register

The *Contractor* shall implement and maintain a comprehensive risk management process for all activities associated with the *Works*. The process shall include the identification, assessment, mitigation, monitoring, review, and reporting of all risks that may impact the

safety, quality, programme, cost, environmental compliance, operability, and successful completion of the *Works*.

The *Works* are to be executed within a live coastal environment adjacent to critical public and infrastructure. The *Contractor* shall therefore give particular consideration to operational continuity, public safety, marine conditions, and protection of existing infrastructure.

6.9.1. Risk Assessments

The *Contractor* shall undertake detailed activity-based and task-specific risk assessments prior to the commencement of any construction *Works*. No *Works* shall commence until the relevant risk assessments and associated method statements have been reviewed and accepted by the *Project Manager*.

- Risk assessments shall, as a minimum:
- identify hazards and associated risks;
- assess likelihood and consequence ratings;
- identify mitigation and control measures;
- assign responsible persons;
- identify residual risks after implementation of mitigation measures;
- be reviewed and updated regularly throughout the Contract.

The *Contractor* shall ensure that all personnel, subcontractors, suppliers, and visitors are inducted and informed of applicable risks and mitigation measures relevant to the *Works*.

6.9.2. Project Risk Register

The *Contractor* shall establish, maintain, and continuously update a Project Risk Register for the duration of the *Contract*. The Risk Register shall be submitted to the *Project Manager* within 14 days of the Starting Date and updated monthly thereafter, or as instructed by the *Project Manager*.

The Risk Register shall include, as a minimum:

- unique risk identification number;
- description of risk;
- source/cause of risk;
- potential consequence and impact;
- likelihood and severity rating;

- overall risk ranking;
- mitigation and control measures;
- responsible person;
- target action date;
- status of mitigation actions;
- residual risk rating.

6.9.3. Minimum Risk Categories

The *Contractor's* Risk Register shall include, but not be limited to, the following risk categories relevant to the *Works*:

6.9.3.1. Marine and Coastal Risks

- wave overtopping and storm surge conditions;
- tidal influences and high sea-state conditions;
- coastal erosion and scour;
- instability of existing revetment structures;
- undermining of existing infrastructure;
- marine access limitations;
- damage to temporary works due to wave action.

6.9.3.2. Geotechnical and Structural Risks

- settlement of backfill material;
- slope instability and embankment failure;
- buried obstructions and unforeseen ground conditions;
- deterioration of existing structures;
- instability during excavation activities.

6.9.3.3. Operational and Interface Risks

- interface with road users and public traffic;
- disruption to operational access routes;
- interface with adjacent contractors and stakeholders;
- restricted working areas and limited access.

6.9.3.4. Traffic and Public Safety Risks

- risks associated with construction adjacent to the N2 corridor;

- pedestrian and vehicular safety risks;
- traffic accommodation and lane closure risks;
- emergency access constraints.

6.9.3.5. Environmental Risks

- sediment dispersion into the marine environment;
- contamination of stormwater systems;
- carbon and chemical spills;
- dust, noise, and vibration impacts;
- non-compliance with Environmental Authorisations and the Environmental Management Programme (EMPr);
- impacts on marine and coastal ecology.

6.9.3.6. Programme and Procurement Risks

- long lead procurement items;
- material availability constraints;
- weather-related delays;
- delays in statutory approvals and permits;
- delays associated with access approvals and operational shutdowns.

6.9.3.7. Health and Safety Risks

- work adjacent to live traffic;
- work adjacent to water and drowning hazards;
- lifting operations and heavy construction equipment;
- working during adverse weather conditions;
- slips, trips, and falls.
- Working within a congested/limited workspace

6.9.4. Early Warning and NEC3 Risk Management

The *Contractor* shall comply fully with the Early Warning requirements of the NEC3 Contract. The *Contractor* shall notify the *Project Manager* at the earliest opportunity of any matter that could:

- increase the total cost of the Works;
- delay *Completion* or Key Dates;
- affect the safety of personnel or the public;
- impact ongoing roadway operations;
- negatively affect the performance or durability of the completed *works*;
- result in environmental non-compliance.

All matters raised through the Early Warning process shall be incorporated into the Project Risk Register and managed accordingly.

6.9.5. Risk Review Meetings

The *Contractor* shall participate in formal risk review meetings as directed by the *Project Manager*. Risk reviews shall be undertaken in conjunction with progress meetings and shall include review of:

- newly identified risks;
- status of mitigation measures;
- emerging risks;
- residual risks;
- effectiveness of implemented controls;
- changes to risk ratings.

6.9.6. Integration with Contractor Documentation

The *Contractor* shall ensure that all risk assessments and the Project Risk Register are aligned and integrated with the following Contract documents:

- Health and Safety Plan;
- Environmental Management Plan;
- Construction Management Plan;
- Quality Management Plan;
- Traffic Management Plan;
- Emergency Preparedness and Response Plan;
- Method Statements;
- Programme and Procurement Schedule.

6.9.7. Residual Risks

The *Contractor* shall identify and communicate all residual risks associated with the Works to the *Project Manager* prior to *Completion*. Residual risks affecting future maintenance, operation, or long-term performance of the foreshore protection infrastructure shall be clearly documented within the final handover documentation.

6.10. Records

This section relates to the preparation and submission of records on *Works* during construction. Further to the Quality Management, daily site diaries shall be submitted on a daily basis. These must be on pre-printed pro forma sheets and indicate a minimum:

- List of equipment on site, mobilised to site, or demobilised from site on that day.
- List of staff from the appointed Contractor and any sub-contractors on site, along with man-hours worked by each staff member.
- List of major work activities undertaken on that day.
- List of any Health and Safety or Environmental incidents occurring on that day.
- List any delays to the project occurring on the day.
- List any significant occurrences during that day.
- Weather conditions.

The form to be used shall be submitted for approval prior to the commencement of work. All daily diaries shall be submitted in accordance with the approved QA plan.

The daily site diaries shall be accepted as a substantial record of the operations on site, and it is in the interest of the appointed Contractor to ensure that these are as detailed as possible. Claims for extension of time (and any other claims) that the appointed *Contractor* may have will be based on these records.

6.11. Programming Constraints

The *Contractor* presents his first programme and all subsequently revised programmes in soft copy 'Native' format, note that PDF soft copy versions are not acceptable.

The Contractor submits his Level 4 programme to the Employer for acceptance in the period stated in the Contract Data.

The Contractor uses Primavera version 6 or Microsoft Project for his programme submissions for acceptance by the *Employer*.

The *Contractor* shows on his programme submitted for Acceptance and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic

diagrams demonstrating the order and timing of the operations which the *Contractor* plans to do in order to provide the Services.

The *Contractor's* programme shows the following levels:

- Level 1 Master Schedule – defines the major operations and interfaces between research, information gathering, options development, engineering design, modelling, option costing, report writing, and *Completion*.
- Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below.
- Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to *Completion*. The *Employer* notifies any subsequent layouts and corresponding filters on revised programmes.
- Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the Contractor relating to all operations identified on the programme, representing the daily activities by each discipline.

The *Contractor* shows on each revised programme he submits to the *Employer* a resource histogram showing planned progress versus actual, deviations from the Accepted Programme, and any remedial actions proposed by the *Contractor*.

In addition to the Professional Services Contract (PSC) clause 31.2 the requirements for the programme are as follows:

- Kick off meeting
- Design review meetings
- Progress meetings
- Risk register meetings

6.11.1. Schedule Management

If an event occurs that adversely affects the schedule, the *Project Manager* and team will meet to evaluate the impact of the event. The *Project Manager* and project team must identify the activities that will be impacted, the variance as a result of the potential change, and any alternatives or variance resolution activities that may be required. If, after the evaluation is complete, the *Project Manager* determines that the change will exceed the established boundary conditions, then a project change request must be generated.

Once the change request has been reviewed and approved, the Project Planner is responsible for adjusting the master schedule. The *Project Manager* communicates all changes and impacts to the project team and the Business Unit Representative. The *Project Manager* must also ensure that all change requests are archived for record-keeping.

Any changes to the project scope that have been approved by TNPA will require the project team to evaluate the effect of the scope change on the current schedule. If the *Project Manager* determines that the scope change will significantly affect the current project schedule, then he/she may request that the schedule be re-baselined in consideration of any changes that need to be made as part of the new project scope. The Business Unit Representative must review and approve this change request before the schedule can be re-baselined.

6.11.2. Submission of Programme

The *Contractor* submits his initial schedule to the *Project Manager* for acceptance within two weeks of the Contract Date. The criteria for not accepting are set out in NEC3 ECC Clause 31.3.

6.11.3. Programme updates and progress reporting

The *Contractor* regularly updates the schedule to show the progress made. The *Contractor* submits the revised programme containing up-to-date progress report information to the *Employer* in 'native' format every two weeks and two working days before the regular Contract Management/Progress meetings.

The *Contractor's* failure to provide a programme shall not remove the *Contractor's* obligation to report accurately and professionally.

7. Access to Port of Port Elizabeth

Access to the Port of Port Elizabeth is strictly controlled. Access permits are issued by Transnet National Ports Authority (TNPA) against receipt of a written request from an entity already operating within the Port. Positive identification (ID document or driver's licence) is required for each person requesting an access permit. The *Employer* will assist the *Contractor* in obtaining the required access permits.

8. Site Constraints

The site is in an area open to the public and next to a National Road. Therefore, necessary permits would have to be obtained prior to the start of any *Works*. The National Road is not to be obstructed during construction. A portion of the site is also located next to an operating railway, and necessary precautions are to be taken to ensure safety during construction.

9. Procurement

9.1. 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.

9.2. 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 adopting behaviours that will enable this transformation.

Transnet will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.

Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.

Employees must not accept or request money or anything of value, directly or indirectly, to:

- Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
- Win or retain business or to influence any act or decision of any stakeholders involved in sourcing decisions; or
- Gain an improper advantage.

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

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

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

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

- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
- Collusion;
- Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, B-BBEE status, etc.);
- Corrupt activities listed above; and
- Harassment, intimidation or other aggressive actions towards Transnet employees.

Suppliers must be evaluated and approved before any materials, components, products, or services are purchased from them. Rigorous due diligence is conducted, and the supplier is expected to participate in an honest and straightforward manner.

Suppliers must record and report facts accurately, honestly, and objectively. Financial records must be accurate in all material respects.

9.3. 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.

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

C4: SITE INFORMATION

Core Clause 11.2(16) states that:

"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 the Contract Data, reference is made to this Part 4 of the contract as the designated location for all Site Information.

1. Description of the Site and its surroundings

1.1. General description

Damage to the seawall has been observed along most of its length; however, the required *Works* are concentrated in two key sections:

- Dolosse section (approximately 400 m).
- Rock revetment section (approximately 600 m).

Together, these sections form a total battery limit of 1 km. The site location falls within a 3.1 km stretch of the seawall, as indicated by the double-sided arrow in Figure 1. This stretch is defined by chainages ranging from 0+000.00 to 3+100.00. Figure 2 provides a representation of this entire 3.1 km section. Within this overall extent, the section identified for rehabilitation under the short-term initiative is located between Chainage 1+400.00 and Chainage 2+400.00. The approximate locations of these areas are indicated by the coordinates in Table 1.

Table 1 – Site Coordinates

Section	Start/End	Latitude	Longitude
Dolosse Seawall	Start	33°54'18.04"S	25°37'6.51"E
	End	33°53'58.61"S	25°37'12.62E

Rock Seawall	Start	33°53'58.61"S	25°37'12.62E
	End	33°53'46.16"S	25°37'16.08"E



Figure 1: Location of the works.

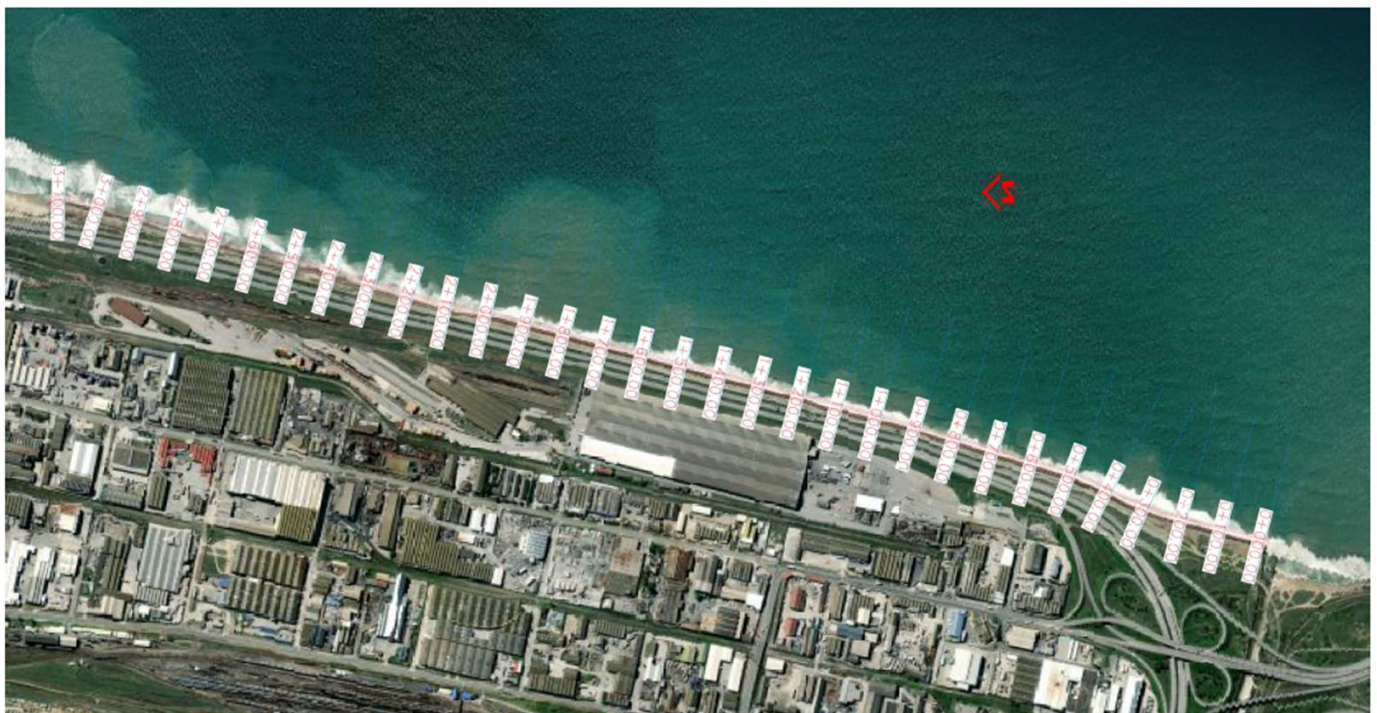


Figure 2: Overall layout of project area chainages

1.2. Existing buildings, structures, and plant & machinery on the Site

The site is located between the shoreline and the national road (N2). The existing seawall consists of rock revetment along certain sections and dolosse along others. Between the seawall and the road, there is a concrete-paved pedestrian walkway, beneath which various services are installed. Stormwater and sewer manholes are also situated along this walkway. Evidence of debris from previous storm events is visible across the site. Vegetation, including grass and small shrubs, is also present, as illustrated in Figure 2 below.



Figure 3: Google Earth street view of the site from the southbound N2 route.

1.3. Subsoil information

There is no subsoil information available for this area.

1.4. Hidden services

Municipal services exist under the concrete paved walking path, and care should be taken not to damage the services. There are stormwater outlets that exit to the sea as well, which should be taken note of.