**Transnet National Ports Authority**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

# REQUEST FOR PROPOSAL (RFP)

## FOR THE REHABILITATION OF BAYHEAD ROAD EXTENSION AND IRAN ROAD IN THE PORT OF DURBAN FOR A PERIOD OF EIGHT (8) MONTHS

| | | |
|---|---|---|
| **RFP NUMBER** | **:** | **TNPA/2026/07/0002/114609/RFP** |
| **FORM OF CONTRACT** | **:** | **NEC3 ENGINEERING CONSTRUCTION CONTRACT (ECC) (OPTION B)** |
| **ISSUE DATE** | **:** | **16 OCTOBER 2026** |
| **COMPULSORY CLARIFICATION** | **:** | **23 OCTOBER 2026** |
| **CLOSING DATE** | **:** | **16 NOVEMBER 2026** |
| **CLOSING TIME** | **:** | **16H00** |
| **TENDER VALIDITY PERIOD** | **:** | **12 WEEKS FROM CLOSING DATE** |

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# THE TENDER

# PART T1: TENDERING PROCEDURES

# T1.1 TENDER NOTICE AND INVITATION TO TENDER

# T1.1 TENDER NOTICE AND INVITATION TO TENDER

## SECTION 1: NOTICE TO TENDERERS

### 1. INVITATION TO TENDER

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

The CIDB Standard for Indirect Targeting for Enterprise Development through Construction works Contracts, published in Gazette Notice Gazette 54575 dated 24 April 2026 is applicable to this project".

***Note:*** *Each of the Standards above, 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** | **Rehabilitation of Bayhead Road Extension and Iran Road in the Port of Durban for a period of 8 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 *OLD TENDER PORTAL* 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 **Queens Warehouse, 237 Mahatma Gandhi Road, Durban on the 23 October 2026,** at **10h00 [10 O'clock]** for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation].<br><br>The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late. |

| | |
|---|---|
| | **A Site visit/walk will take place; tenderers are to note**:<br>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.<br>• Tenderers without the recommended PPE will not be allowed on the site walk.<br>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.<br>• All forms of firearms are prohibited on Transnet properties and premises.<br>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.<br><br>Certificate of Attendance in the form set out in the **Returnable Schedule T2.2-01** hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory tender clarification meeting.<br><br>**Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the *Employer's* Representative.**<br><br>**Tenderers failing to attend the compulsory tender clarification will be disqualified.** |
| **CLOSING DATE** | **16h00 on 16 November 2026**<br>Tenderers must ensure that tenders are uploaded timeously onto the system. **If a tender is late, it will not be accepted for consideration**. |

## 2. TENDER SUBMISSION

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

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

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

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

## 3. CONFIDENTIALITY

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

## 4. DISCLAIMERS

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

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

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

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

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

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

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

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

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

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

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

4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-23], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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 not award to such a low offer that would pose an unacceptable commercial risk.

4.14. Transnet reserves the right to award a portion of the stated scope of works.

**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

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **M** | **A** | **A** | **A** | | | | | | | | |

and

Unique registration reference number

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
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**Transnet urges its clients, suppliers and the general public**

**to report any fraud or corruption to**

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

# “HOW TO” GUIDE FOR BIDDERS

REGISTER ON ETENDER PORTAL

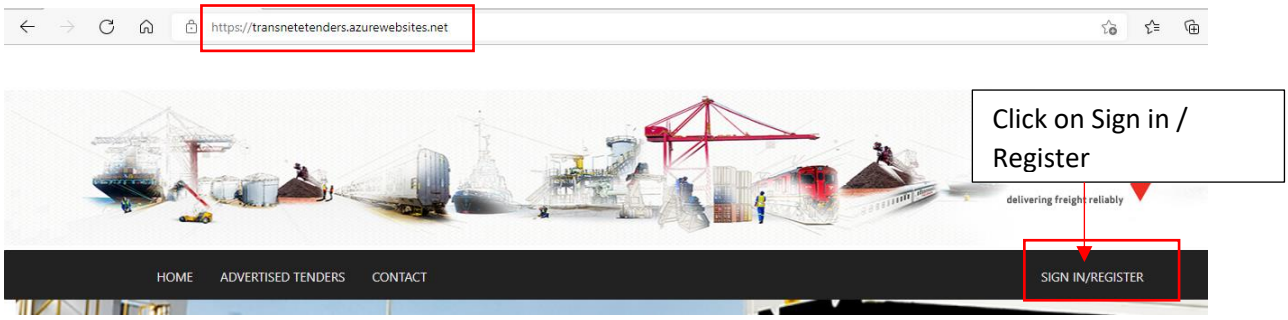
ACCESS TENDERS

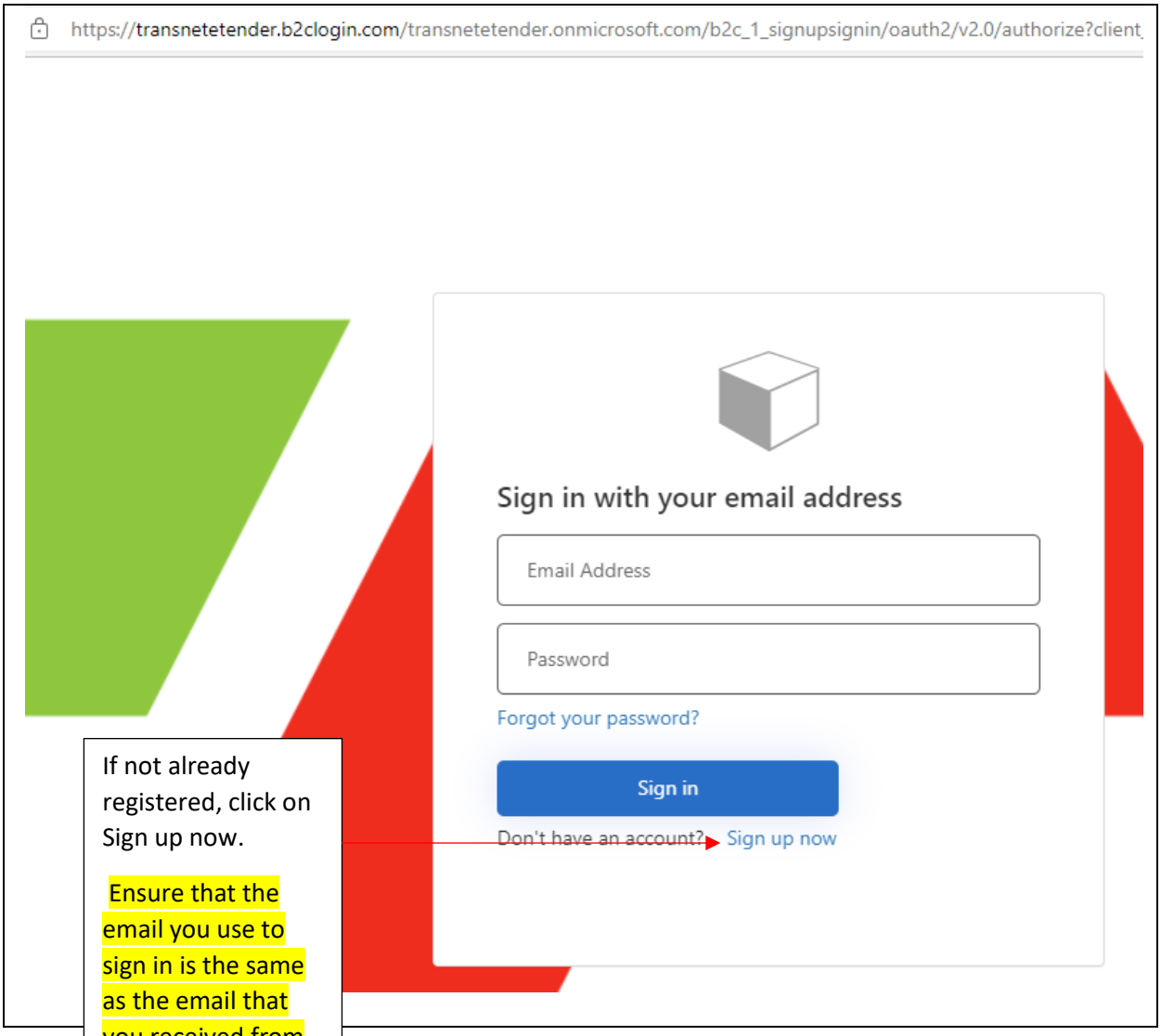
NB: Do not wait for the last minute to register or to upload a tender. Ensure you complete your process at least 1 day (24 hours) before the closing date

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

Go to Google Chrome

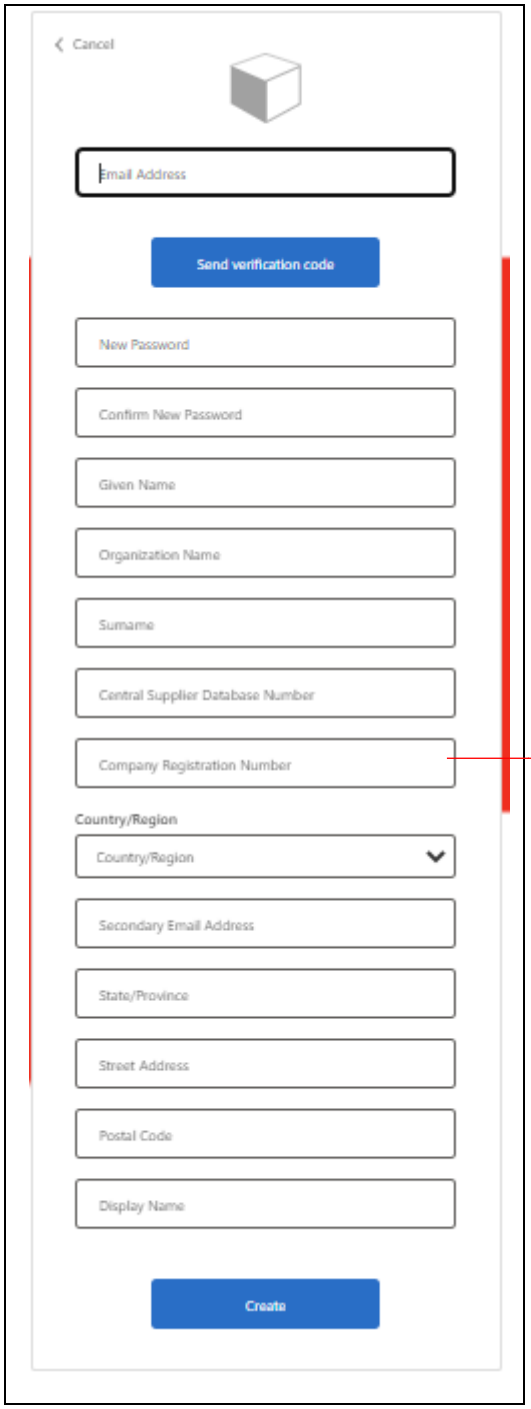
In the address bar type: https://transnetetenders.azurewebsites.net






If not already registered, click on Sign up now.

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



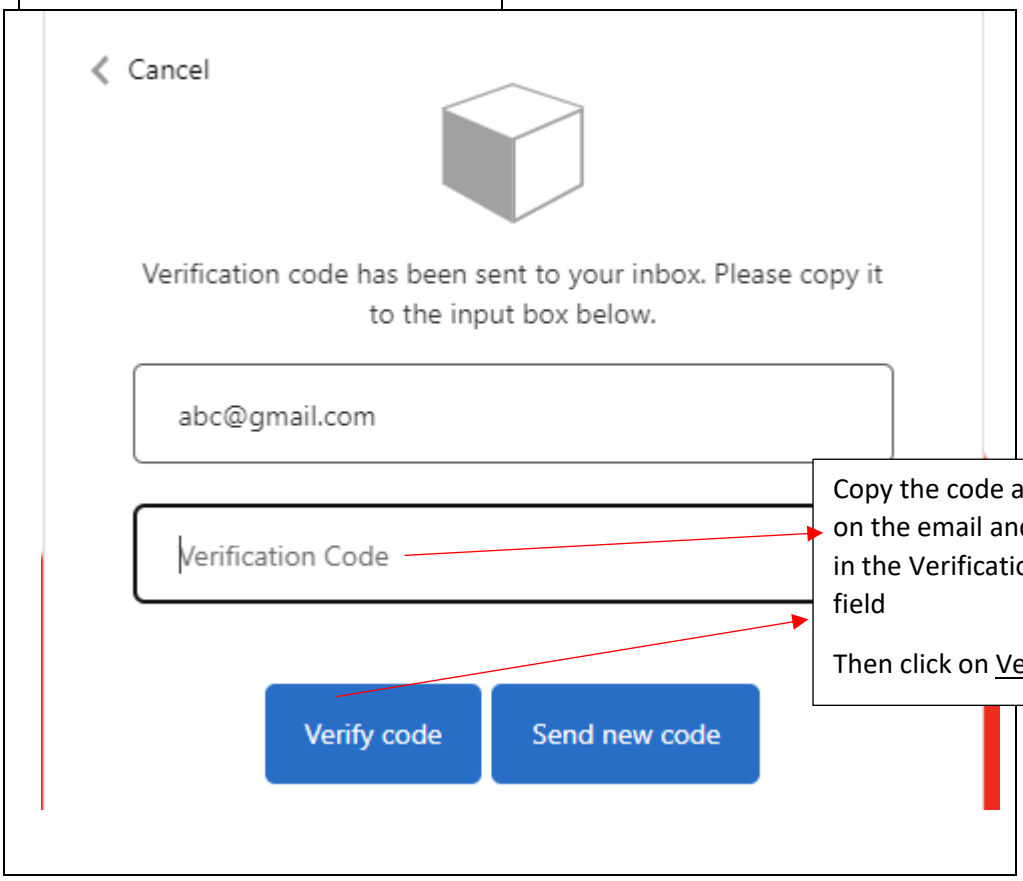

Complete all fields, before selecting "Send verification code" and confirm that all information is correct.

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

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

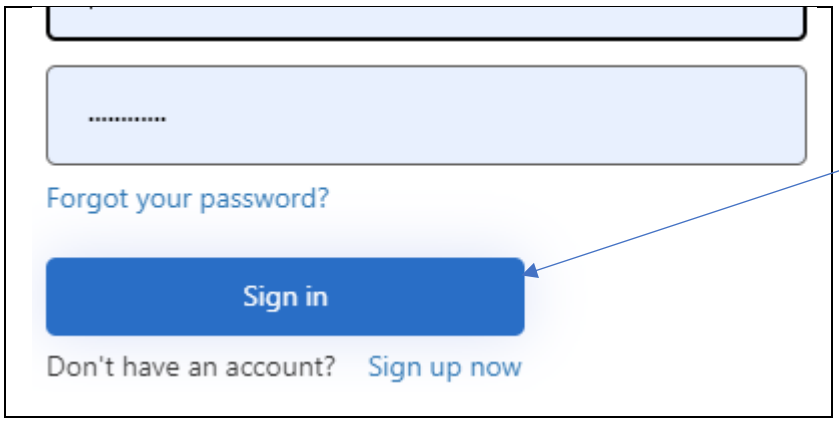



After completing all fields, select “Send verification code”. The code will be sent to your email.




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

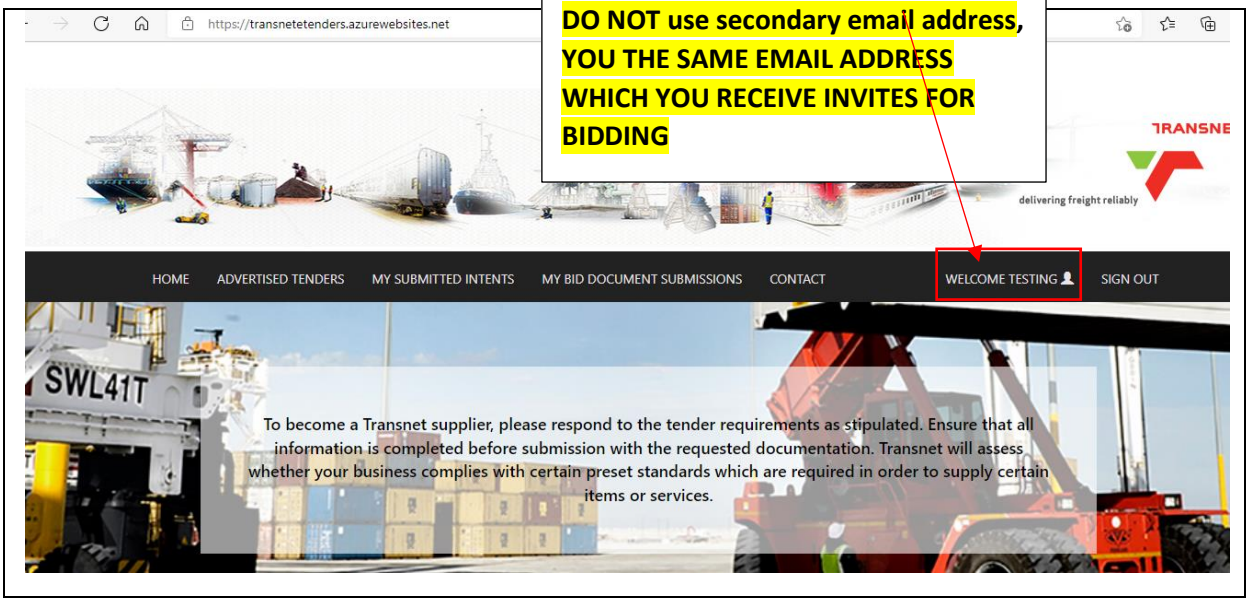
Then click on Verify code

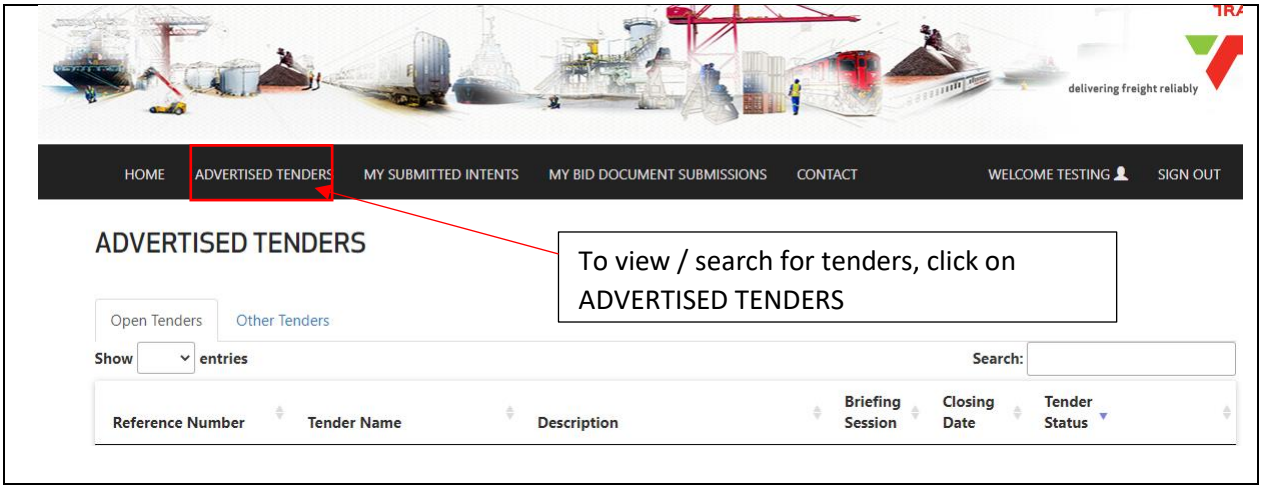


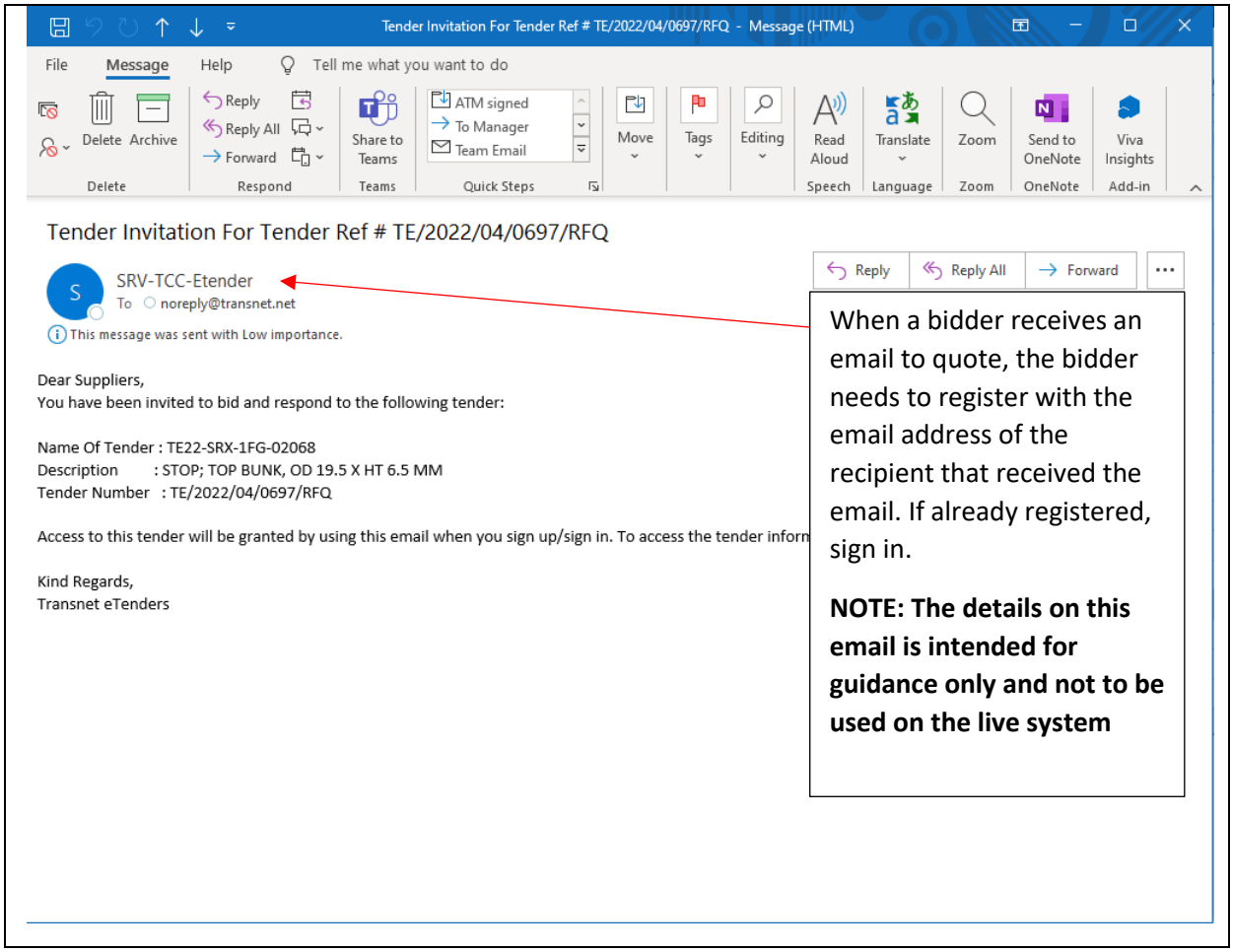

Then click on Sign in

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

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

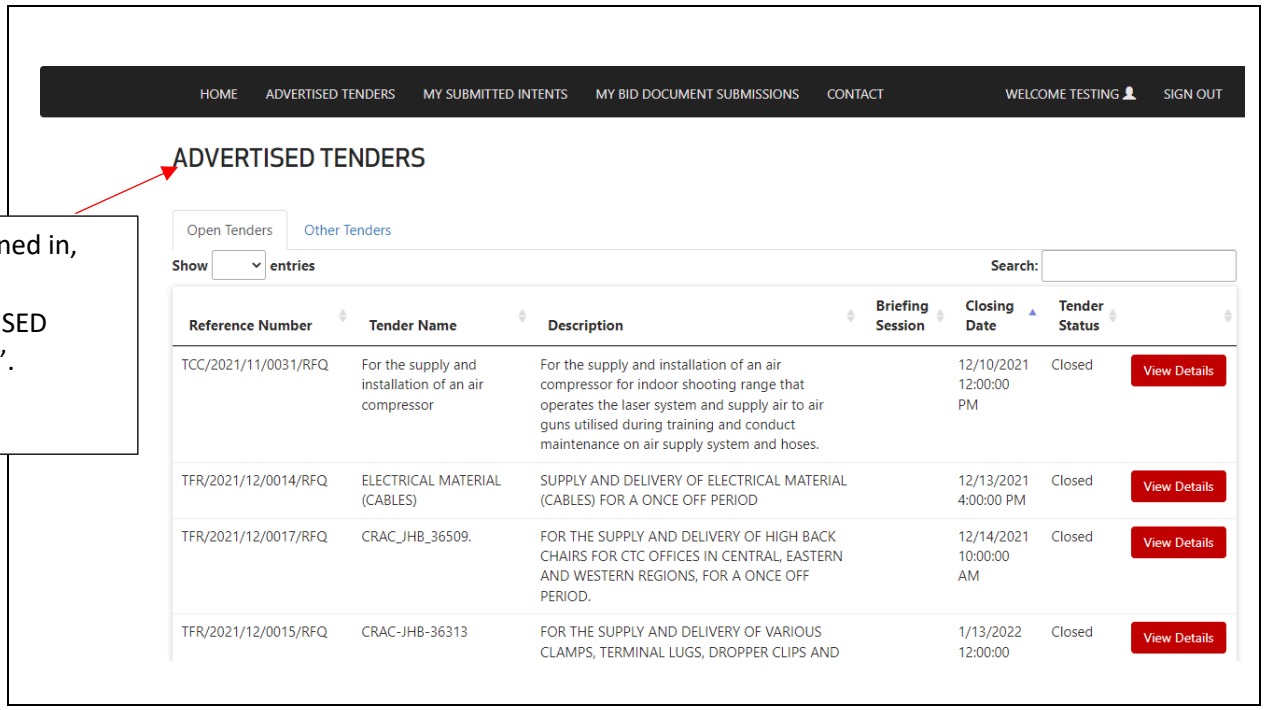




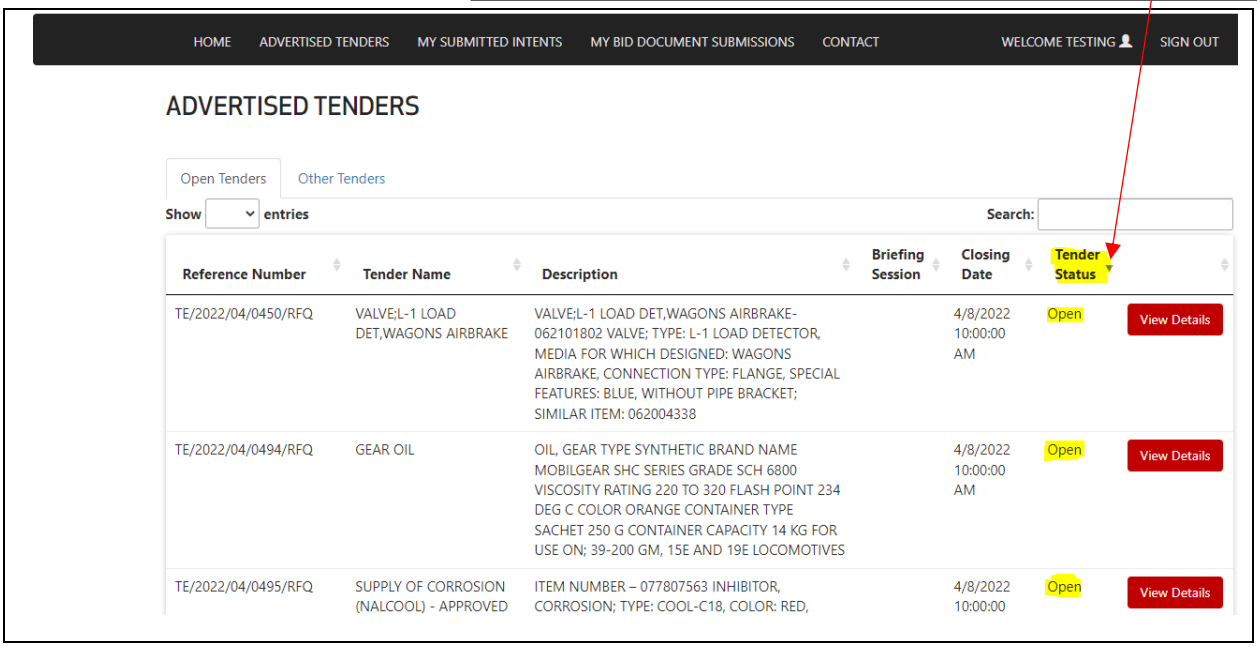

When a bidder receives an email to quote, the bidder needs to register with the email address of the recipient that received the email. If already registered, sign in.

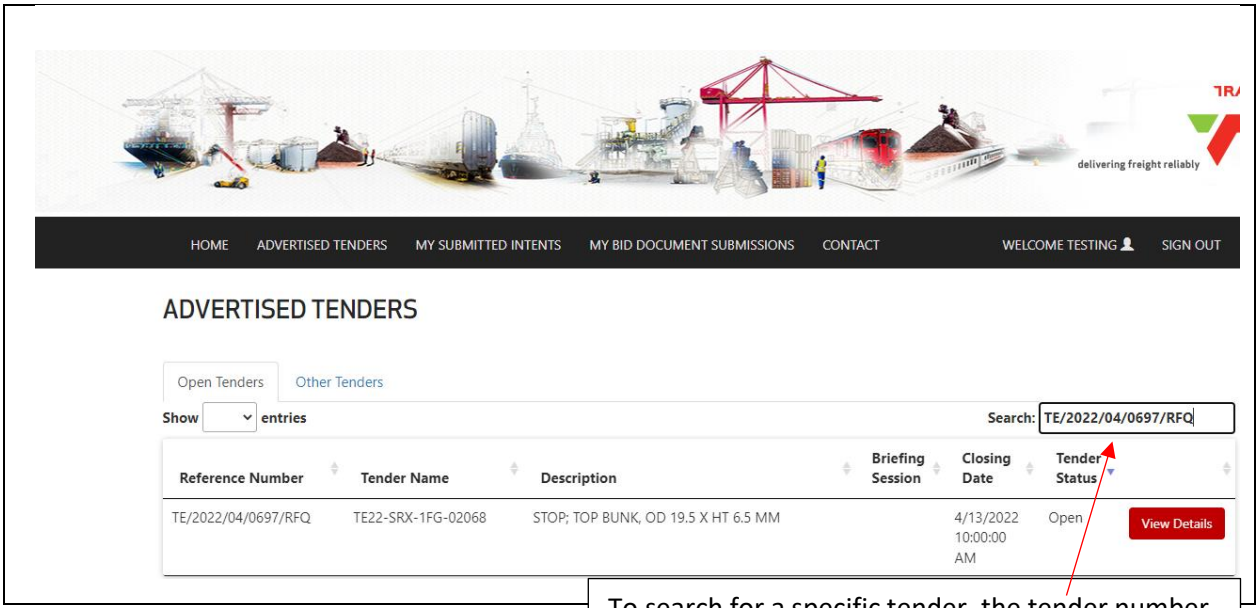
**NOTE: The details on this email is intended for guidance only and not to be used on the live system**



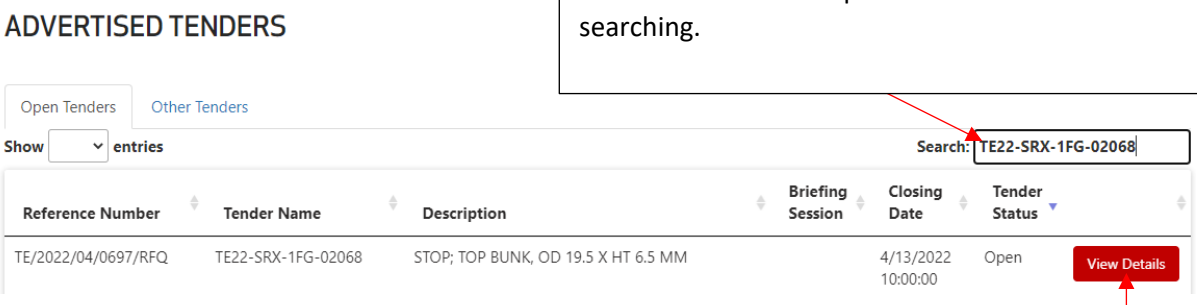

When signed in, select "ADVERTISED TENDERS".

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



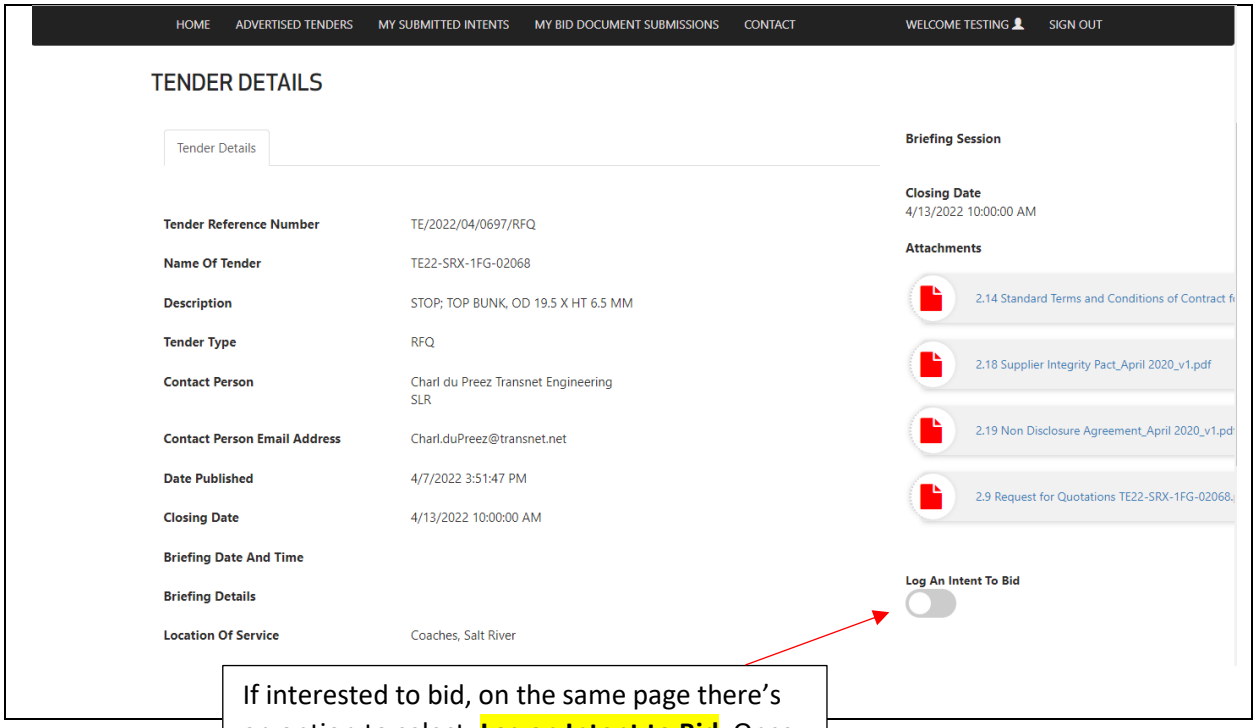




To search for a specific tender, the tender number, tender name or description can be used for searching.

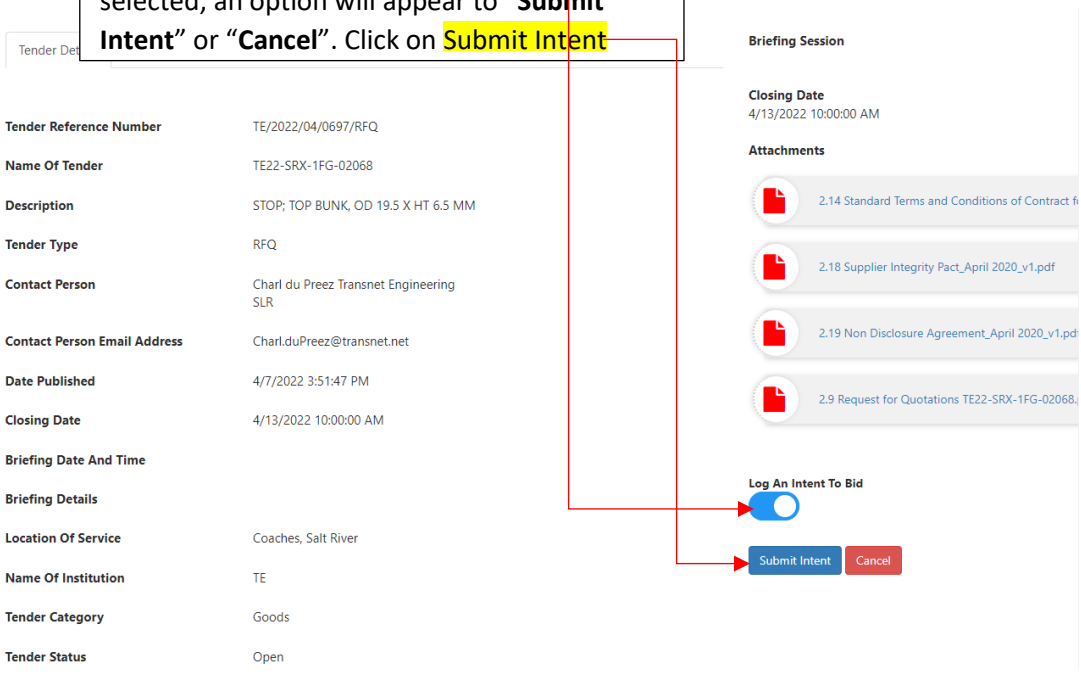


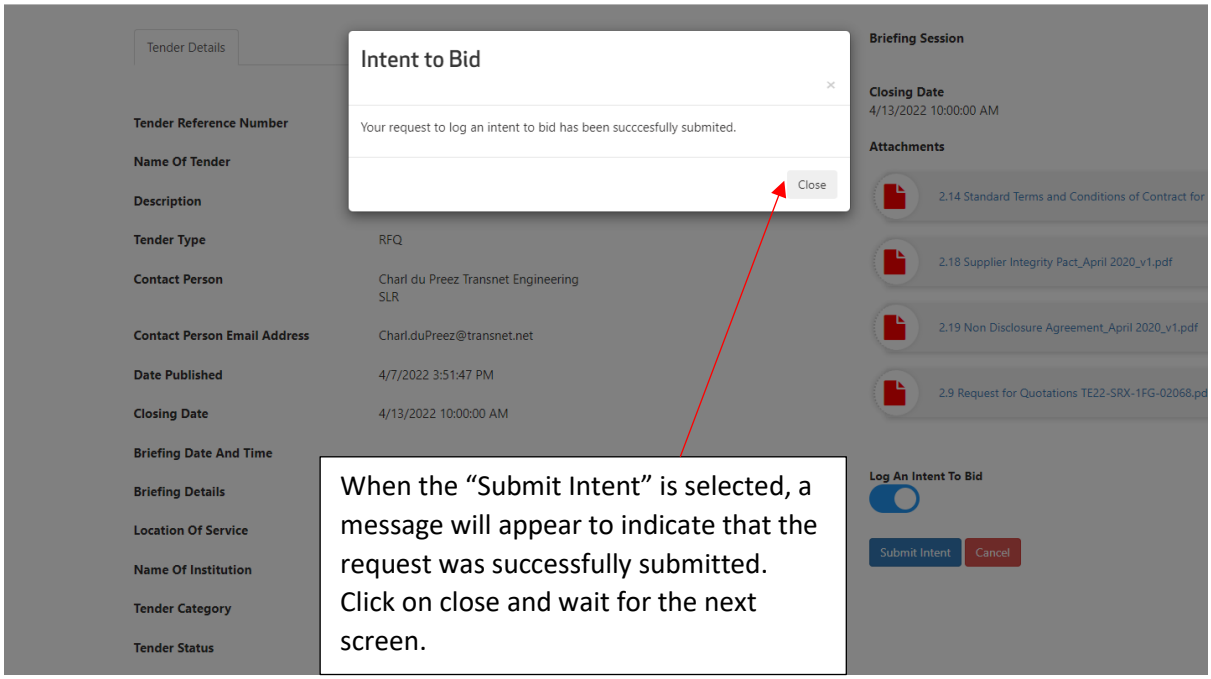

When the tender has been identified, click on “View Details”

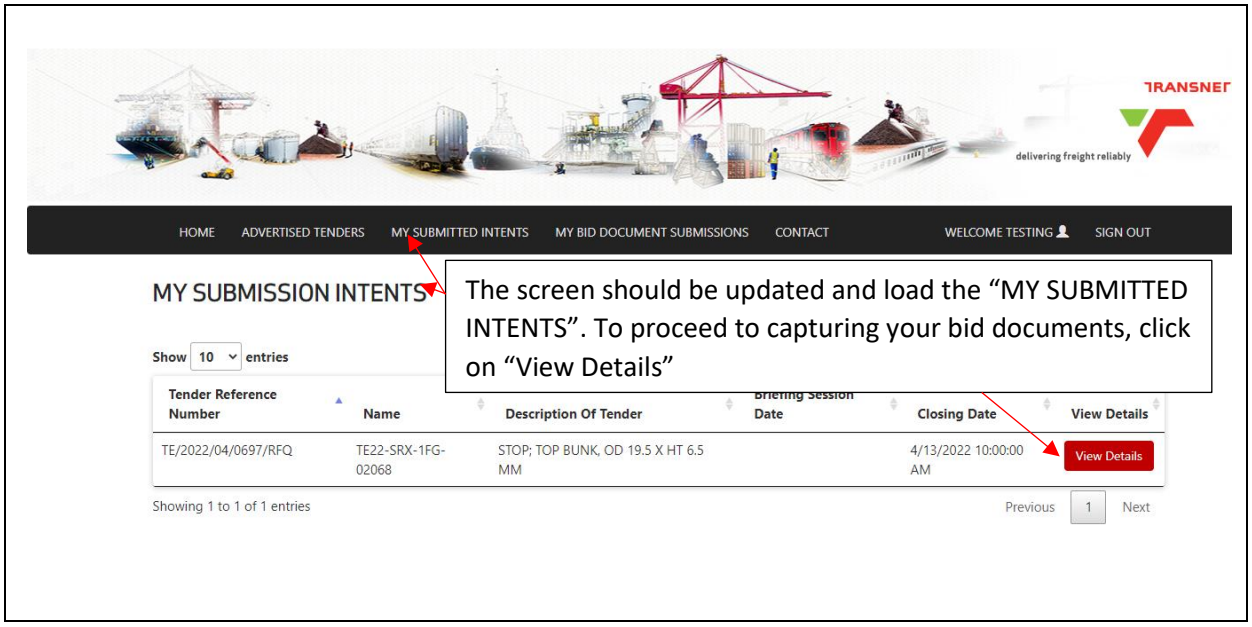
When the “View Details” has been selected, the following screen will be displayed where the attachments can be viewed or downloaded.

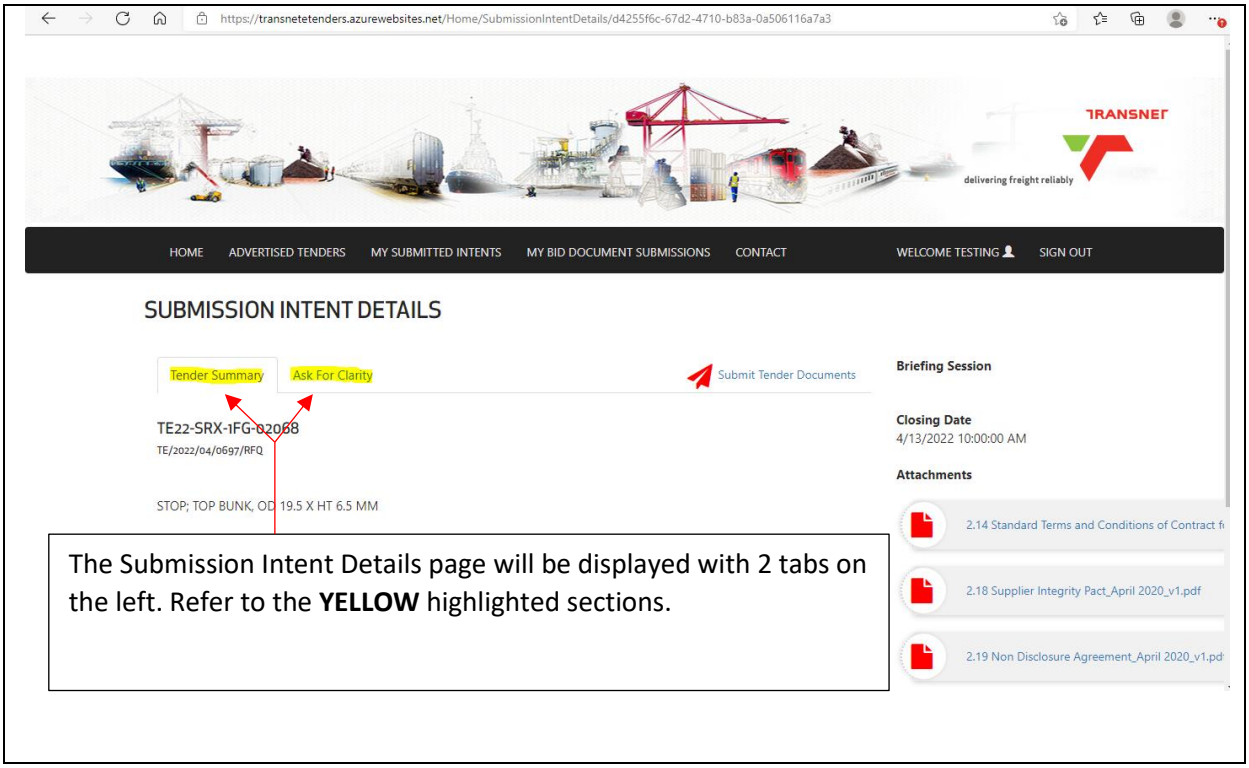


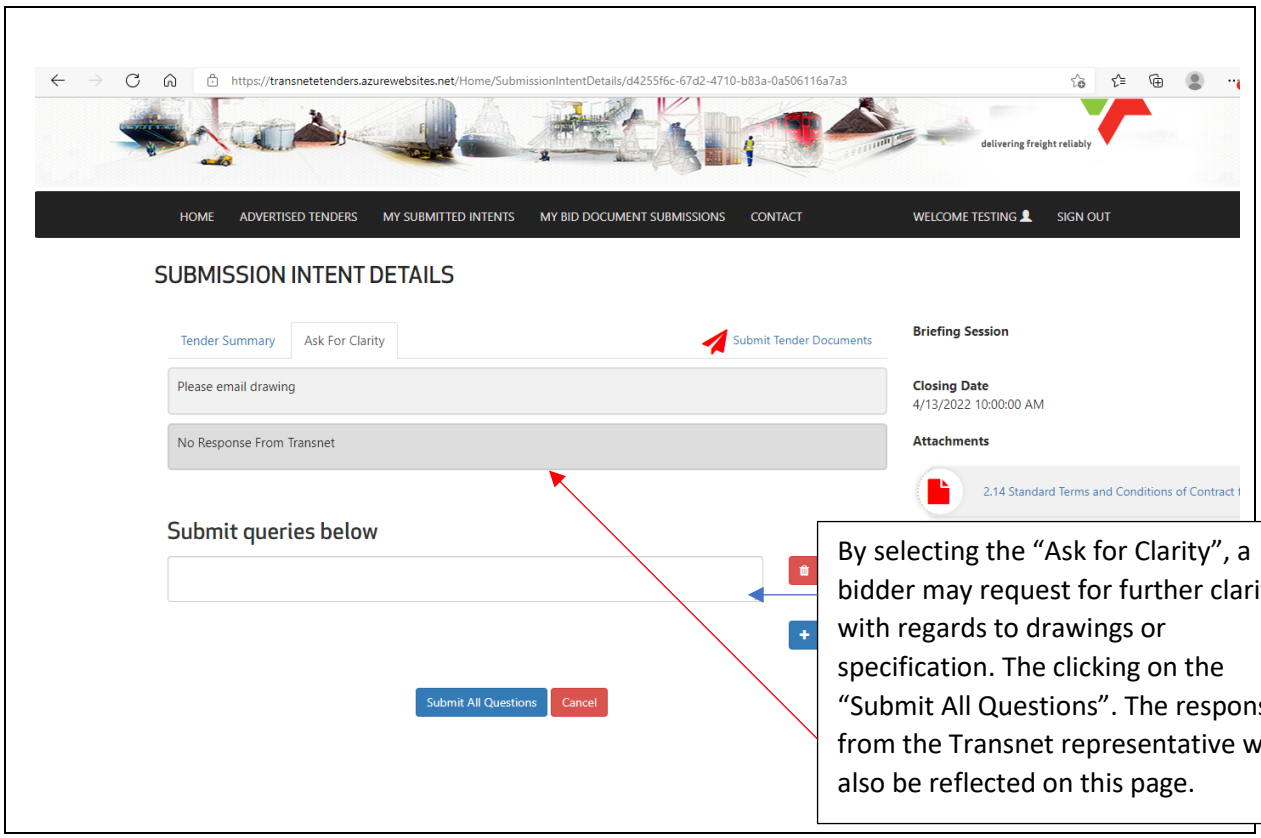

If interested to bid, on the same page there’s an option to select: **Log an Intent to Bid**. Once selected, an option will appear to “**Submit Intent**” or “**Cancel**”. Click on Submit Intent

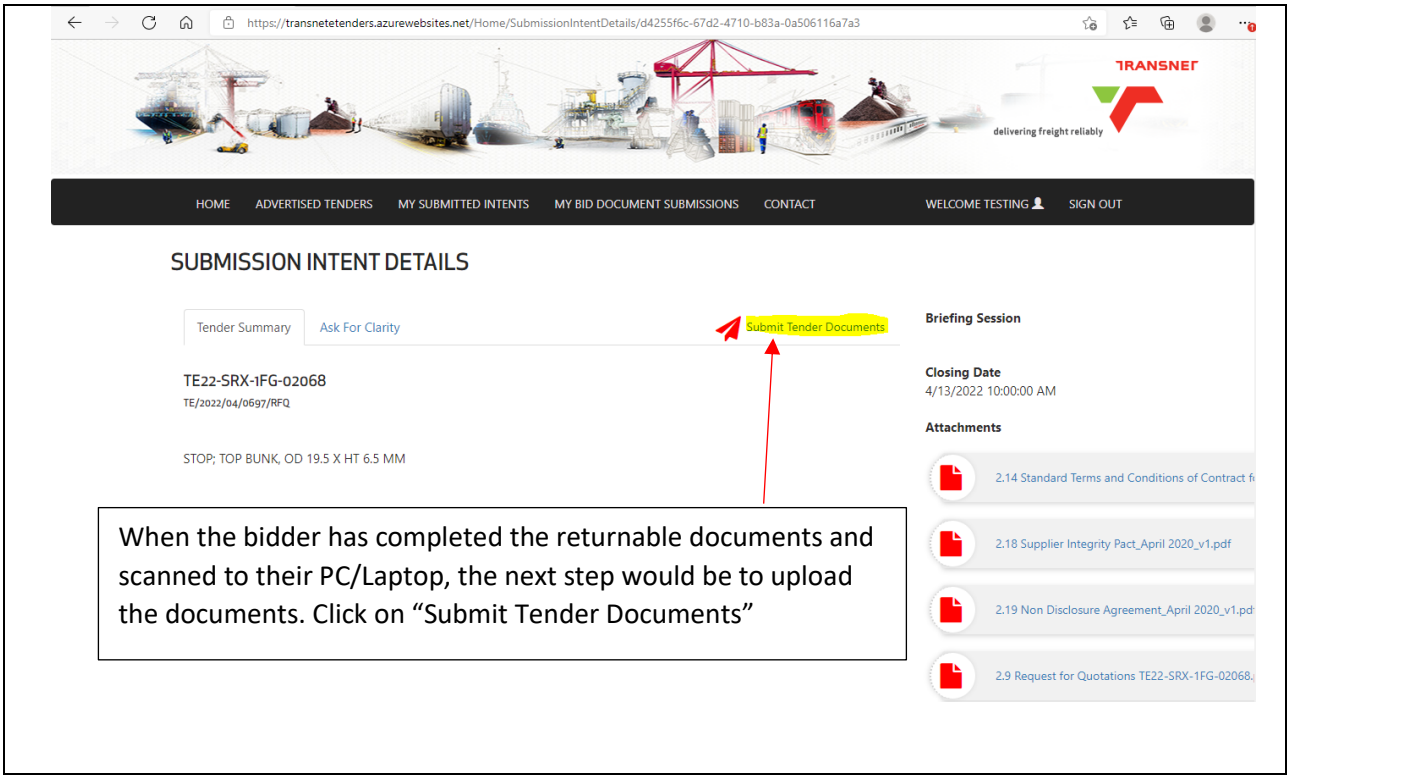


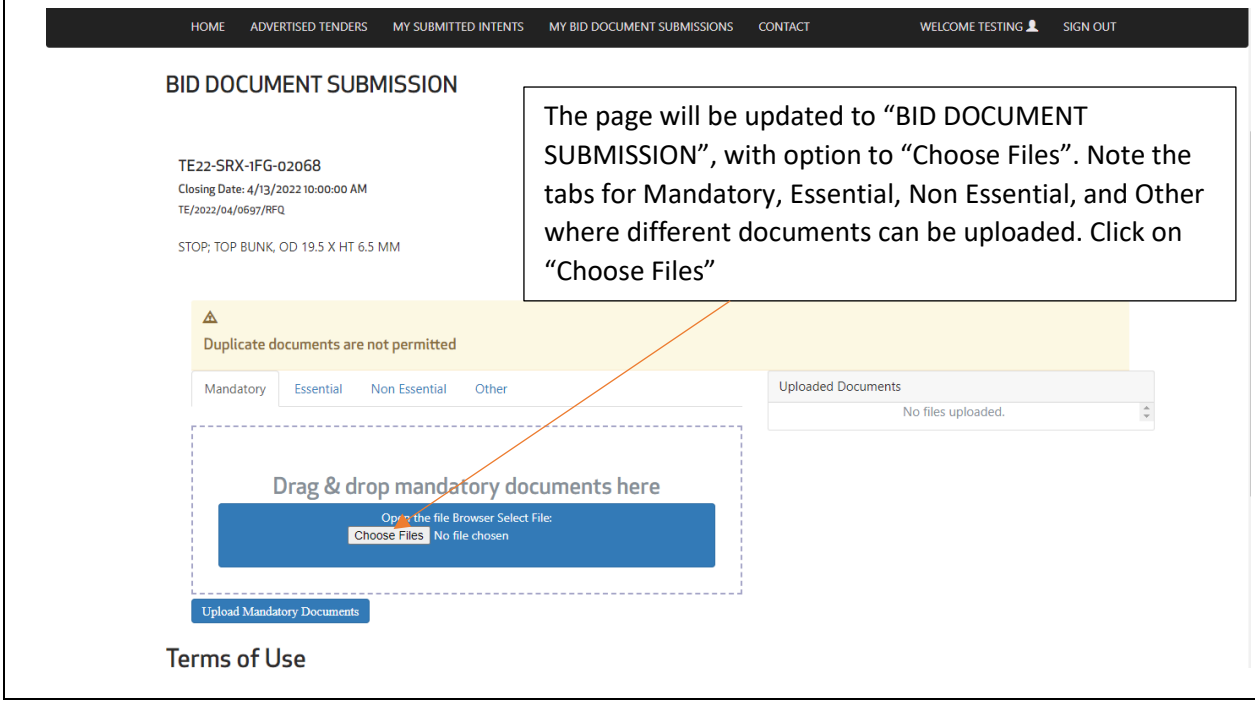

Tender Details
Intent to Bid
Your request to log an intent to bid has been succcesfully submited.
Close
Tender Reference Number
Name Of Tender
Description
Tender Type
RFQ
Contact Person
Charl du Preez Transnet Engineering SLR
Contact Person Email Address
Charl.duPreez@transnet.net
Date Published
4/7/2022 3:51:47 PM
Closing Date
4/13/2022 10:00:00 AM
Briefing Date And Time
Briefing Details
Location Of Service
Name Of Institution
Tender Category
Tender Status
Briefing Session
Closing Date
4/13/2022 10:00:00 AM
Attachments
2.14 Standard Terms and Conditions of Contract for
2.18 Supplier Integrity Pact_April 2020_v1.pdf
2.19 Non Disclosure Agreement_April 2020_v1.pdf
2.9 Request for Quotations TE22-SRX-1FG-02068.pd
Log An Intent To Bid
Submit Intent
Cancel
When the “Submit Intent” is selected, a message will appear to indicate that the request was successfully submitted. Click on close and wait for the next screen.

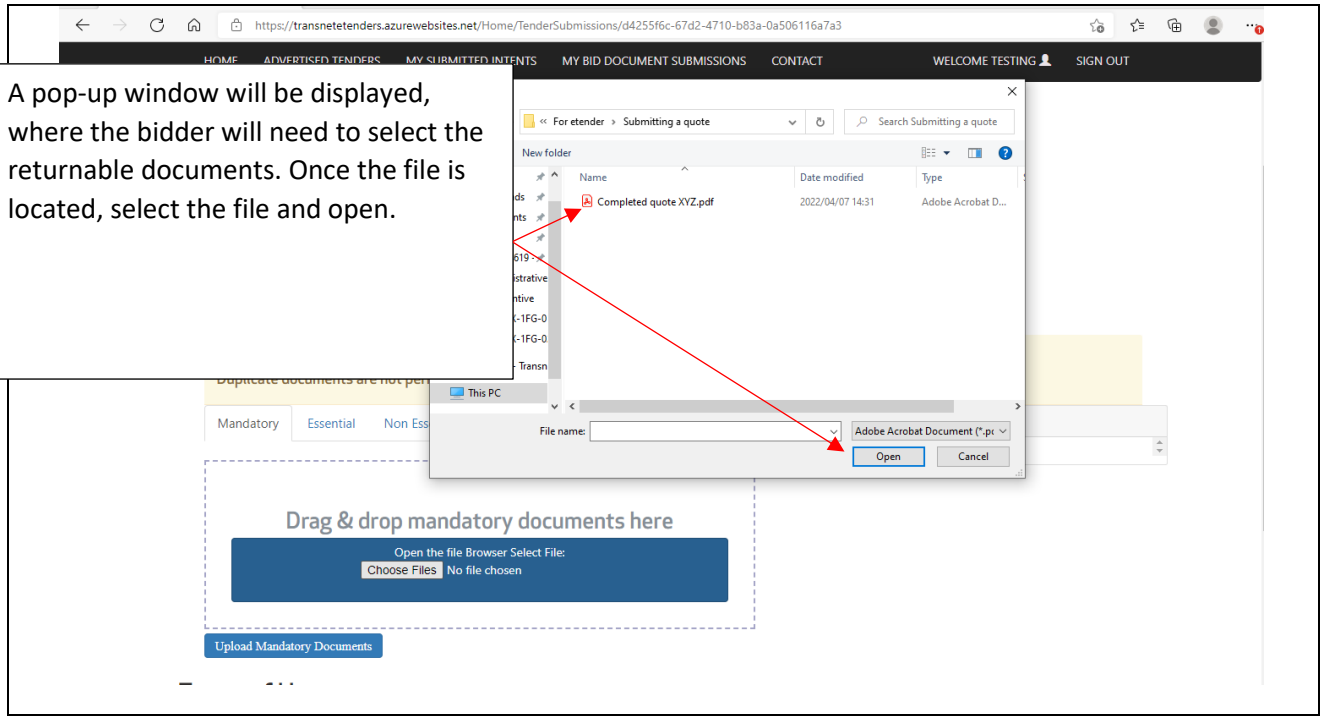

TRANSNET
delivering freight reliably
HOME
ADVERTISED TENDERS
MY SUBMITTED INTENTS
MY BID DOCUMENT SUBMISSIONS
CONTACT
WELCOME TESTING
SIGN OUT
MY SUBMISSION INTENTS
Show 10 entries
Tender Reference Number
Name
Description Of Tender
Briefing Session Date
Closing Date
View Details
TE/2022/04/0697/RFQ
TE22-SRX-1FG-02068
STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
4/13/2022 10:00:00 AM
View Details
Showing 1 to 1 of 1 entries
Previous
1
Next
The screen should be updated and load the “MY SUBMITTED INTENTS”. To proceed to capturing your bid documents, click on “View Details”

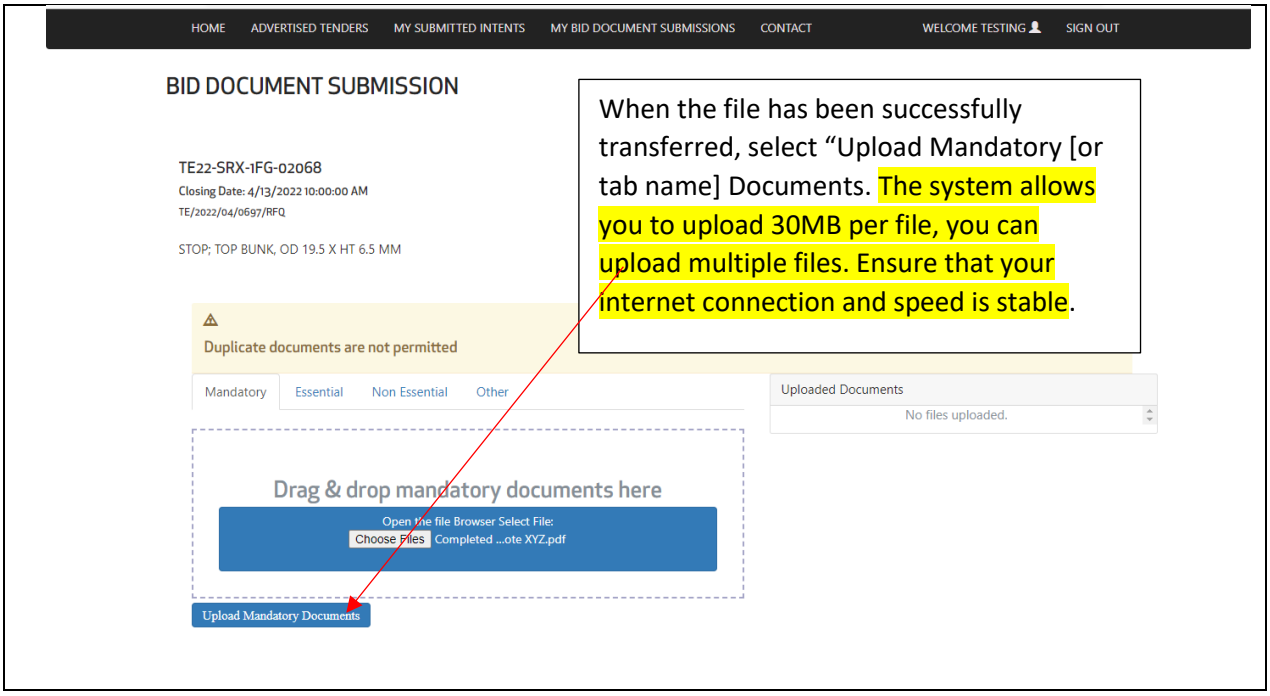

https://transnetetenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3
delivering freight reliably
HOME
ADVERTISED TENDERS
MY SUBMITTED INTENTS
MY BID DOCUMENT SUBMISSIONS
CONTACT
WELCOME TESTING
SIGN OUT
SUBMISSION INTENT DETAILS
Tender Summary
Ask For Clarity
Submit Tender Documents
TE22-SRX-1FG-02068
TE/2022/04/0697/RFQ
STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Briefing Session
Closing Date
4/13/2022 10:00:00 AM
Attachments
2.14 Standard Terms and Conditions of Contract f
2.18 Supplier Integrity Pact_April 2020_v1.pdf
2.19 Non Disclosure Agreement_April 2020_v1.pd
The Submission Intent Details page will be displayed with 2 tabs on the left. Refer to the YELLOW highlighted sections.


https://transnetetenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3
delivering freight reliably
HOME
ADVERTISED TENDERS
MY SUBMITTED INTENTS
MY BID DOCUMENT SUBMISSIONS
CONTACT
WELCOME TESTING
SIGN OUT
SUBMISSION INTENT DETAILS
Tender Summary
Ask For Clarity
Submit Tender Documents
Please email drawing
No Response From Transnet
Briefing Session
Closing Date
4/13/2022 10:00:00 AM
Attachments
2.14 Standard Terms and Conditions of Contract
Submit queries below
Submit All Questions
Cancel
By selecting the “Ask for Clarity”, a bidder may request for further clarity with regards to drawings or specification. The clicking on the “Submit All Questions”. The response from the Transnet representative will also be reflected on this page.

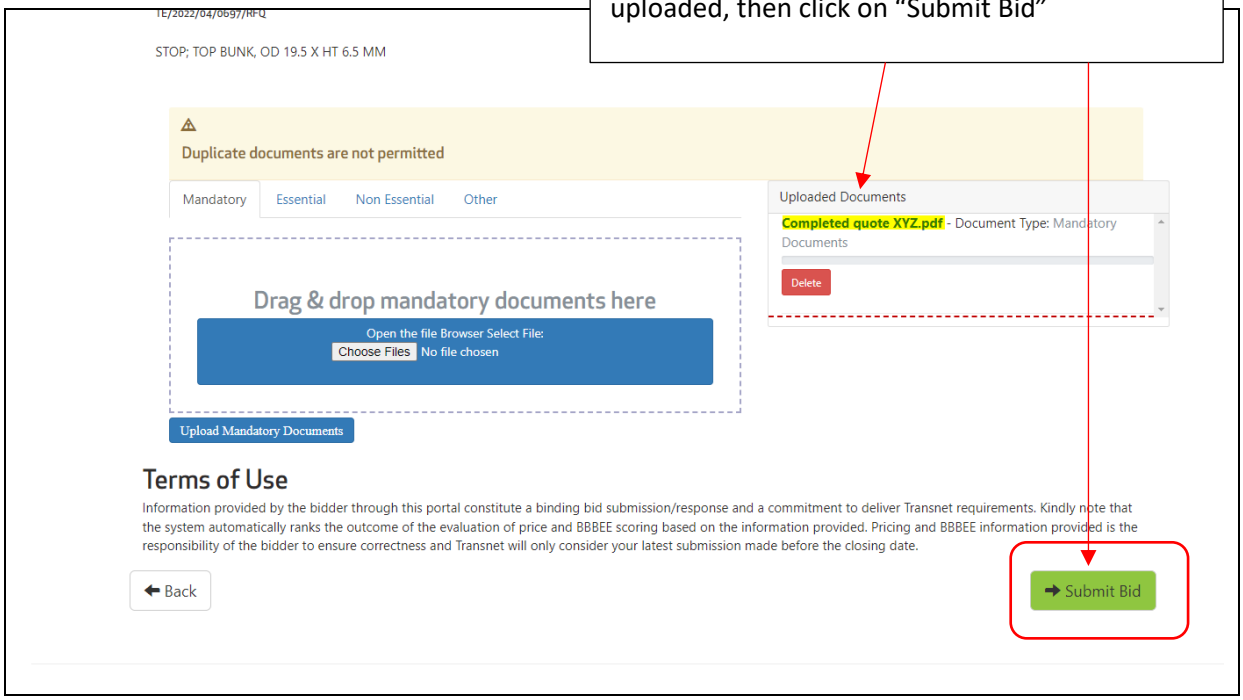

https://transnetetenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3
TRANSNET
delivering freight reliably
HOME
ADVERTISED TENDERS
MY SUBMITTED INTENTS
MY BID DOCUMENT SUBMISSIONS
CONTACT
WELCOME TESTING
SIGN OUT
SUBMISSION INTENT DETAILS
Tender Summary
Ask For Clarity
Submit Tender Documents
TE22-SRX-1FG-02068
TE/2022/04/0697/RFQ
STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Briefing Session
Closing Date
4/13/2022 10:00:00 AM
Attachments
2.14 Standard Terms and Conditions of Contract f
2.18 Supplier Integrity Pact_April 2020_v1.pdf
2.19 Non Disclosure Agreement_April 2020_v1.pd
2.9 Request for Quotations TE22-SRX-1FG-02068.
When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on “Submit Tender Documents”

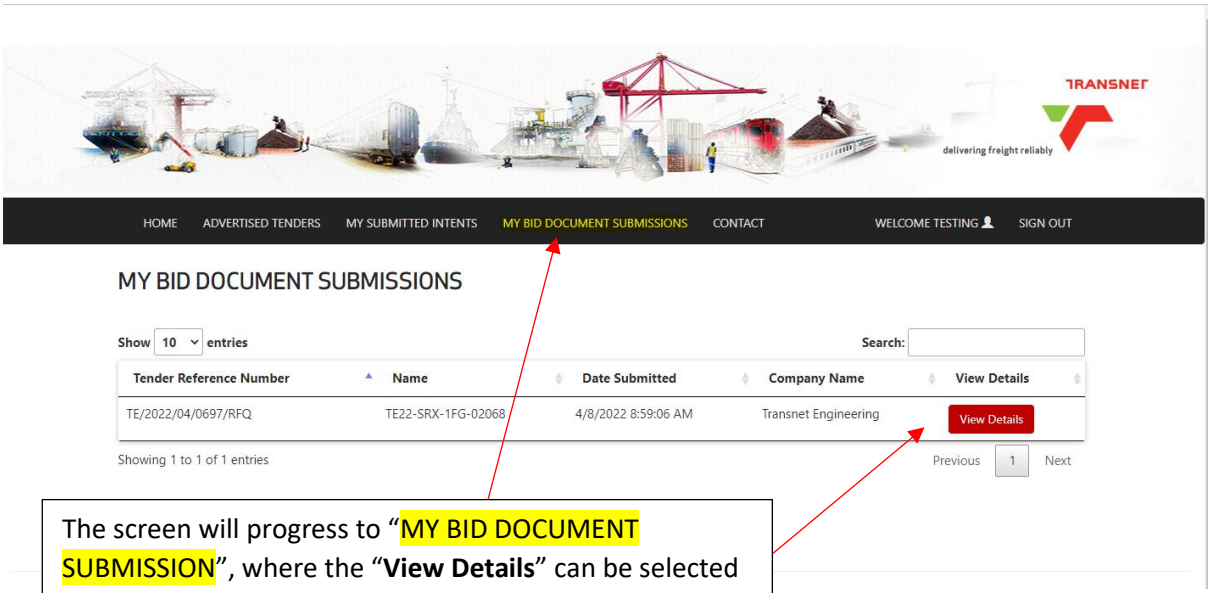

HOME
ADVERTISED TENDERS
MY SUBMITTED INTENTS
MY BID DOCUMENT SUBMISSIONS
CONTACT
WELCOME TESTING
SIGN OUT
BID DOCUMENT SUBMISSION
TE22-SRX-1FG-02068
Closing Date: 4/13/2022 10:00:00 AM
TE/2022/04/0697/RFQ
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Upload Mandatory Documents
Terms of Use


A pop-up window will be displayed, where the bidder will need to select the returnable documents. Once the file is located, select the file and open.
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When the file has been successfully transferred, select “Upload Mandatory [or tab name] Documents. The system allows you to upload 30MB per file, you can upload multiple files. Ensure that your internet connection and speed is stable.
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The “Uploaded Documents” section will be updated to confirm that the document was uploaded, then click on “Submit Bid”




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

# T1.2 TENDER DATA

## T1.2 TENDER DATA

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

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

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

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

| **Clause** | | **Data** |
|---|---|---|
| C.1.1 | The *Employer* is | **Transnet SOC Ltd**<br>**(Reg No. 1990/000900/30)** |
| C.1.2 | The tender documents issued by the *Employer* comprise: | |
| | **Part T: The Tender** | |
| | Part T1: Tendering procedures | T1.1 Tender notice and invitation to tender<br>T1.2 Tender data |
| | Part T2 : Returnable documents | T2.1 List of returnable documents<br>T2.2 Returnable schedules |
| | **Part C: The contract** | |
| | Part C1: Agreements and contract data | C1.1 Form of offer and acceptance<br>C1.2 Contract data (Part 1 & 2) |

| | | |
|---|---|---|
| | | C1.3 Form of Securities |
| | Part C2: Pricing data | C2.1 Pricing instructions<br>C2.2 Bill of Quantities |
| | Part C3: Works Information | C3.1 Works Information |
| | Part C4: Site Information | C4.1 Site Information |
| C.1.4 | The Employer's agent is: | Senior Procurement Specialist |
| | Name: | Nomvula Makeleni Vundla |
| | Address: | 237 Mahatma Gandhi Road<br>Durban<br>4000 |
| | E – mail | tenderenquiriespdu@transnet.net |

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

**Stage One: Test for Administrative and substantive Responsiveness**

(a) Administrative responsiveness.

| ***Administrative responsiveness check*** |
|---|
| • Whether the Bid has been lodged on time |
| • Whether all Returnable Documents and/or schedules were completed and returned by the closing date and time |
| • Verify the validity of all returnable documents |
| • Verify if the Bid document has been duly signed by the authorised respondent |

***Any tenderer that fails to meet the stipulated administrative responsiveness check will not be regarded further for pre-qualification.***

(b) Substantive responsiveness.

| Check for substantive responsiveness |
|---|
| • Certificate of attendance at Compulsory Tender Clarification Meeting<br>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 |
| • Whether the Bid contains a priced offer (Fully completed and signed C1.1 Offer portion of Form of Offer & Acceptance) |
| • Whether the Bid materially complies with the scope and/or specification given |
| • **Eligibility in terms of the Construction Industry Development Board (CIDB)**<br>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 **8CE or higher** class of construction work, are eligible to have their tenders evaluated.<br>b) Joint Venture (JV)<br>Joint ventures are eligible to submit tenders subject to the following:<br>1. every member of the joint venture is registered with the CIDB;<br>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<br>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 **8CE or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations. |

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

***Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender and will not be regarded further on Functionality criteria.***

**Stage Two - Functionality:**

**(a) Pre-qualification – Key Persons Qualification and Professional Registration**

For Tenderers to be considered for further evaluation against the functionality criteria, the required Key Personnel listed in the table below **must meet the stipulated pre-qualification requirements in respect of minimum qualifications and professional registration**.

The Tenderer must submit **acceptable documentary evidence demonstrating** compliance with these requirements for each proposed Key Person.

**Failure to meet any of the minimum requirements below will render the tender non-responsive at the pre-qualification stage.**

**(b) Functionality evaluation**

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 criterion and, if any, each sub-criterion is as stated in C.3.11 below.

***Any tenderer that fails to meet the stipulated Functionality minimum score of 60 points will not be regarded further on Preference Points System***

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

| | |
|---|---|
| C.2.7 | The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.<br><br>Tenderers are also **required to bring their RFP document to the compulsory tender clarification meeting and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorised representative. |
| C.2.12 | No alternative tender offers will be considered. |
| C.2.13.3 | Each tender offer shall be in the **English Language.** |
| C.2.13.9 | Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted. |
| C.2.15 | The closing time for submission of tender offers is:<br>Time: **16h00** on the **16 November 2026**<br>Location: The Transnet e-Tender Submission Portal:<br>(https://transnetetenders.azurewebsites.net) OLD Portal;<br>**NO LATE TENDERS WILL BE ACCEPTED** |
| C.2.16 | The tender offer validity period is **12 weeks** from 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:<br>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**.<br>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 line with the code of good practice and CIPC B-BBEE Certificate, together with the tender;<br>3. A valid CIDB certificate in the correct designated grading;<br>4. Proof of registration on the Central Supplier Database; |

5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

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

Bidders who fail to obtain a minimum of 60 points on functionality will not be evaluated further for Preference Points System (Price and Specific Goals)

| Functionality criteria | Sub-criteria | Sub-criteria points | Maximum points |
|---|---|---|---|
| **T2.2-03: Qualifications Experience of Key Persons** | All tenderers nominated Key Persons must have demonstratable experience in road construction, road rehabilitation, and/or road maintenance projects | | **15** |
| | **Contract Manager**: with a minimum of 10 years of experience in the construction of roads projects | 10 | |
| | **Project Manager:** with at least 10 years of experience in the construction of roads projects**.** | 5 | |
| **T2.2-04 Approach Paper** | Approach paper which responds to the scope of work and outlines proposed approach / methodology including that relating but not limited to programme, method statement, technical approach, traffic management plan and an understanding of the project objectives. | | **25** |
| | • Materials, Quality and Technical Specifications | 5 | |
| | • Traffic Management, Programme Alignment, Resource Allocation, Plant and Equipment Management, Stakeholder Engagement, and Information Dissemination | 5 | |
| | • Construction Methodology | 13 | |
| | • Risk Management | 2 | |
| **T2.2-05 Company's Previous Experience** | Company's experience with respect to similar projects completed within the last ten (10) years. | | **15** |
| **T2.2-06: Programme** | Level three (3) project programme illustrating the Contractor's ability to execute the works within a eight (8) month timeframe. | | **15** |
| | Schedule duration does not exceed 8 months (including 2 months for mobilisation) | 2 | |
| | Schedule submissions to clearly provide:<br>1. Starting date in line with the Contract.<br>2. Access dates and key dates are shown.<br>3. Sectional Completion Dates and Planned Completion is shown.<br>4. Order, sequence and duration of the activities are shown.<br>5. Provisions for time risk allowances. | 8 | |
| | Schedule submissions to provide dates in order to provide the works:<br>1. The Contractor will need access to any part of | 3 | |

| | | | |
|---|---|---|---|
| | the site.<br>2. All acceptances and/or approvals.<br>3. Any information required from the client and/or others.<br>4. Health & Safety Files, Environmental Files and Quality Files pre-perquisites / requirements & approval process.<br>Basis of Schedule (BoS). | | |
| | Schedule submissions must be:<br>1. Is provided in either Microsoft Projects (MSP) or Primavera.<br>2. Logically linked using the critical path method (CPM).<br>3. In line with core clause 31 of the NEC3.<br>4. Ability to execute the works in line with the Scope of Works.<br>Detailed Level 3 Programme | 2 | |
| | | | |
| **T2.2-07 Health and Safety Requirements** | Detailed Health and Safety Plan with strong information indicating proposal capable of delivering required areas pertaining to the project. | | **10** |
| | • Policy | 1 | |
| | • Roles and Responsibilities | 2 | |
| | • Overview of Baseline Risk Assessment | 3 | |
| | • Project Specific Health & Safety Plan | 3 | |
| | • Cost Breakdown Sheet | 1 | |
| **T2.2-08 Quality Management** | Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard stated in the Works Information and should include but not be limited to: | | **10** |
| | • Project Quality Plan | 4 | |
| | • Project Control Plans | 2 | |
| | • Quality Policy | 4 | |
| **T2.2-09 Environmental Management** | Environmental Management Plan | 8 | **10** |
| | Environmental Policy | 2 | |
| **Max possible score for Functionality** | | | **100** |

C3.11 Functionality shall be scored independently by not less than 2 (two) evaluators and averaged in accordance with the following schedules:

- T2.2-03(b) Evaluation Schedule: Key Persons Experience– 15 points
- T2.2-04 Evaluation Schedule: Approach Paper – 25 points
- T2.2-05 Evaluation Schedule: Company Previous Experience – 15 points
- T2.2-06 Evaluation Schedule: Programme – 15 points
- T2.2-07 Evaluation Schedule: Health and Safety Requirements – 10 points
- T2.2-08 Evaluation Schedule: Quality Management – 10
- T2.2-09 Evaluation Schedule: Environmental Management – 10

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

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

**Stage Three – Preference Points System:** Only tenders that achieve the minimum qualifying 60 points for functionality will be evaluated further in accordance with the 80/20 or 90/10 preference points system as described in Preferential Procurement Regulations.

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

Preference points for this bid shall be awarded for:

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

**Transnet will use the lowest acceptable bid to determine the applicable preference points system.**

C3.11 Up to 100 minus $W_1$ (Specific Goals = 20/10 points) tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

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

| Selected Specific Goal | Number of points allocated (20) | Number of points allocated (10) |
|---|---|---|
| B-BBEE Status Level of Contributor 1 or 2 | **06** | **03** |
| The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to South African Companies which are:<br>EMEs and/or QSEs black-owned | **14** | **07** |
| Non-compliant and/or B-BBEE 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 for a minimum of 30% of the value of a contract to South African Companies which are:<br>EMEs and/or QSEs black-owned | • Sub-contracting agreement(s)<br>• Subcontractors B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate as per DTIC guidelines |

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

C.3.13 Tender offers will only be accepted if:

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

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

3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.

4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are objective criteria which will justify the award of the tender to another tenderer.

   Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted.

   - Poor Past Performance on Similar Road Rehabilitation and Construction projects within TNPA
   - Financial instability, business risk and insufficient availability of credit instruments (Probity check)
   - Unsatisfactory health, safe and Environmental management incidents history
   - Poor standing with Transnet due to unresolved contractual performance issues

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

**CIDB B.U.I. L.D Programme**

- The CIDB Standard for Indirect Targeting for Enterprise Development through Construction works Contracts, published in Gazette Notice Gazette 54575 dated 24 April 2026 is applicable to this project".

- Note: Each of the Standards above, 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.

# Annexure C

# Standard-for-Uniformity-August-2019-21-31

# Annex C

## Standard Conditions of Tender

### C.1 General

### C.1.1 Actions

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

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

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

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

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

### C.1.2 Tender Documents

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

### C.1.3 Interpretation

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

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

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

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

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

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

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

### C.1.4 Communication and employer's agent

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

### C.1.5 Cancellation and Re-Invitation of Tenders

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

a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;

b) funds are no longer available to cover the total envisaged expenditure; or

c) no acceptable tenders are received.

d) there is a material irregularity in the tender process.

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

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

### C.1.6 Procurement procedures

#### C.1.6.1 General

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

#### C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

### C.1.6.3 Proposal procedure using the two stage-system

#### C.1.6.3.1 Option 1

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

#### C.1.6.3.2 Option 2

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

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

## C.2 Tenderer's obligations

### C.2.1 Eligibility

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

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

### C.2.2 Cost of tendering

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

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

### C.2.3 Check documents

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

### C.2.4 Confidentiality and copyright of documents

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

### C.2.5 Reference documents

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

### C.2.6 Acknowledge addenda

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

### C.2.7 Clarification meeting

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

### C.2.8 Seek clarification

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

### C.2.9 Insurance

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

### C.2.10 Pricing the tender offer

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

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

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

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

### C.2.11 Alterations to documents

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

**C.2.12 Alternative tender offers**

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

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

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

**C.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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

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

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

**C.2.15 Closing time**

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

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

**C.2.16 Tender offer validity**

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

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

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

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

**C.2.17 Clarification of tender offer after submission**

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

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

**C.2.18 Provide other material**

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

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

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

**C.2.19 Inspections, tests and analysis**

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

**C.2.20 Submit securities, bonds and policies**

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

### C.2.21 Check final draft

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

### C.2.22 Return of other tender documents

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

### C.2.23 Certificates

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

## C.3 The employer's undertakings

### C.3.1 Respond to requests from the tenderer

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

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

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

### C.3.2 Issue Addenda

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

### C.3.3 Return late tender offers

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

### C.3.4 Opening of tender submissions

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

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

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

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

### C.3.5 Two-envelope system

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

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

### C.3.6 Non-disclosure

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

### C.3.7 Grounds for rejection and disqualification

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

### C.3.8 Test for responsiveness

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

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

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

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

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

### C.3.9 Arithmetical errors, omissions and discrepancies

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

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

a) the gross misplacement of the decimal point in any unit rate;
b) omissions made in completing the pricing schedule or bills of quantities; or
c) arithmetic errors in:

    (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
    (ii) the summation of the prices.

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

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

a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### C.3.10 Clarification of a tender offer

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

### C.3.11 Evaluation of tender offers

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

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

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

| | |
|---|---|
| Cost effective | The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes. |

**The activities associated with evaluating tender offers are as follows:**

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

**C.3.11.1 General**

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

**C.3.12 Insurance provided by the employer**

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

**C.3.13 Acceptance of tender offer**

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

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

**C.3.14 Prepare contract documents**

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

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

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

**C.3.15 Complete adjudicator's contract**

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

**C.3.16 Registration of the award**

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

**C.3.17 Provide copies of the contracts**

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

**C.3.18 Provide written reasons for actions taken**

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

# PART T2: RETURNABLE DOCUMENTS

# T2.1 LIST OF RETURNABLE DOCUMENTS

# T2.1 List of Returnable Documents

### 2.1.1. Stage One: These schedules are required for eligibility purposes:

T2.2-01 **Step Two: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting

T2.2-02 **Step Three as per CIDB: Eligibility Criteria Schedule -** CIDB Registration – **8CE or higher**

### 2.1.2. Stage Two as per Functionality: these schedules will be utilised for evaluation purposes:

**Functionality pre-qualification: Key personnel Qualifications and Professional Registration**

T2.2-03(a) **Evaluation Schedule: Pre-Qualification** Key Persons Qualification and Professional Registration

**Functionality evaluation**

| | |
|---|---|
| T2.2-03 (b) **Evaluation Schedule:** | Key Persons experience |
| T2.2-04 **Evaluation Schedule:** | Approach Paper |
| T2.2-05 **Evaluation Schedule:** | Company Previous Experience |
| T2.2-06 **Evaluation Schedule:** | Programme |
| T2.2-07 **Evaluation Schedule:** | Health and Safety Requirements<br>TNPA Estimate Health and Safety Cost Breakdown<br>Health, Safety Questionnaire |
| T2.2-08 **Evaluation Schedule:** | Quality Management |
| T2.2-09 **Evaluation Schedule:** | Environmental Management |

### 2.1.3. Stage Three: Specific Goals

T2.2-10 Specific Goals: Valid Evidence of Specific Goals (Preference Claim Form) Requirements Stipulated in SBD6.1

### 2.1.4. Returnable Schedules:

**General:**

T2.2-11 Intention to Tender Schedule

T2.2-12 Authority to submit tender

T2.2-13 Record of addenda to tender documents

T2.2-14 Letter of Good Standing

T2.2-15 Environmental Declaration of Understanding

T2.2-16 Risk Elements

T2.2-17 Site Establishment requirements

T2.2-18 Availability of Equipment and Other Resources

T2.2-19 Capacity and Ability to meet Delivery

### 2.1.5. Agreement and Commitment by Tenderer:

T2.2-20 Annex G Compulsory Enterprise Questionnaire

- SBD4
- SBD 6.1

T2.2-21 Certificate of Acquaintance with Tender Document

T2.2-22 Service Provider Integrity Pact

T2.2-23 RFP – Breach of Law

T2.2-24 Supplier Code of Conduct

T2.2-25 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-26 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

T2.2-27 Non-Disclosure Agreement

T2.2-28 RFP Declaration Form

T2.2-29 Schedule of Sub-Contract / Joint Venture schedule.

### 2.1.6. Bonds/Guarantees/Financial/Insurance:

T2.2-30 Three (3) years audited financial statements

T2.2-31 Insurance provided by the *Contractor*

T2.2-32 Form of Intent to provide a Performance Guarantee

T2.2-33 Forecast Rate of Invoicing

### 2.1.7. Transnet Vendor Registration Form:

T2.2-34 Transnet Vendor Registration Form

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

## 2.3 C1.2 Contract Data

## 2.4 C1.3 Forms of Securities

## 2.5 C2.2 Bill of Quantities

## 2.6 C3.1 Works Information

## 2.7 C4.1 Site Information

# T2.2 RETURNABLE SCHEDULES

## 2.1.1. Stage One: Schedules are required for eligibility purposes:

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

This is to certify that

..... (Company Name)

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

Was represented at the compulsory tender clarification meeting

| | | |
|---|---|---|
| Held at: | Queens Warehouse, 237 Mahatma Gandhi Road, Durban | |
| On (date) | **23 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 and active.**

| 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 **8CE or higher** class of construction work, are eligible to have their tenders evaluated.

**2. Joint Venture (JV)**

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation 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 **8CE or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.
4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

## 2.1.2 Stage Two: Returnable Schedules for evaluation purposes

# T2.2-03 (a): Evaluation Schedule – Pre-Qualification Criterion: Key Personnel Qualifications and Professional Registration

For Tenderers to be considered for further evaluation against the functionality criteria, the required Key Personnel listed in the table below **must meet the stipulated pre-qualification requirements in respect of minimum qualifications and professional registration**.

The Tenderer must submit **acceptable documentary evidence demonstrating** compliance with these requirements for each proposed Key Person.

**Failure to meet any of the minimum requirements below will render the tender non-responsive at the pre-qualification stage.**

| Key Person | Minimum Qualification | Mandatory Professional Registration |
|---|---|---|
| **1. Project Manager** | BSc/BEng/BTech in **Civil Engineering.** | Registered with **SACPCMP as a Professional Construction Project Manager (Pr. CPM)** |
| **2. Contract Manager** | BSc/BEng/BTech in **Civil Engineering, Quantity Surveying, Construction Management.** | Registered with **SACPCMP as a Professional Construction Manager (Pr. CM)** |

**Mandatory supporting evidence to be submitted;**

Evidence to be provided in respect of minimum **qualifications** and professional registration;

1. **Minimum required qualifications**

   The Bidder must submit one of the following for each resource where qualifications are required;

   - Certified copies of the required qualifications must be submitted.
   - Foreign qualifications must be accompanied by a South African Qualifications Authority (SAQA) certificate confirming the qualification's equivalence and recognition in South Africa.

   **NB!** *Uncertified documents will not be considered*.

## 2. Required Professional Registration

The Bidder must submit one of the following for each resource where professional registration is required;

- A copy of the relevant professional registration certificate; and/or
- The professional membership/registration number, which will enable verification of the registration status on the applicable Professional Registration Body's online member registry.

**NB:** Only professional registrations that can be verified as active and valid on the applicable Professional Registration Body's online member registry will be considered acceptable.

1. It is the Bidder's responsibility to ensure that the proposed resources maintain a valid professional registration status throughout the evaluation process. Transnet reserves the right to verify the validity of any professional registration at any stage during the evaluation process.

**Require Key persons with the required minimum qualifications and professional registrations;**

### 1. Project Manager

Project Manager must at least have a BSc/BEng/Btech Civil Engineering and must be registered with **SACPCMP as a Professional Construction Project Manager (Pr. CPM)**, with a minimum of 10 years of experience in the construction of roads projects.

### 2. Contract Manager

Construction Manager must at least have a BSc/BEng/BTech in Civil/ Quantity Surveying /Construction Management qualification and must be registered with **SACPCMP as a Professional Construction Manager (Pr. CM)** with at least 10 years of experience in the construction of roads projects.

**Attached submissions to this schedule:**

.....

.....

.....

.....

# T2.2-06 (b): Evaluation Schedule Key Persons Experience

All tenderers nominated Key Persons must have demonstratable experience in ***road construction***, ***road rehabilitation, and/or road maintenance projects***.

Bidders are advised that, for the experience of Key Personnel to be evaluated, it is **mandatory** that the proposed resource meets the **minimum pre-qualification requirements** and holds the **required professional registration** as specified in T2.2-06(a).

**Require Key persons with the required minimum qualifications and professional registrations;**

1. **Project Manager**
   Project Manager must at least have a BSc/BEng/Btech Civil Engineering and must be registered with **SACPCMP as a Professional Construction Project Manager (Pr. CPM)**, with a minimum of 10 years of experience in the construction of roads projects.
2. **Contract Manager**
   Construction Manager must at least have a BSc/BEng/BTech in Civil/ Quantity Surveying /Construction Management qualification and must be registered with **SACPCMP as a Professional Construction Manager (Pr. CM)** with at least 10 years of experience in the construction of roads projects.

Comprehensive CVs for each required resource must be attached to this schedule for the evaluation of Key Person's Experience.

a) ***Each CV must cover as a minimum of but not limited to the details listed below, including certified Qualification Certificate.***
   1. Personal particulars;
   2. Qualifications (degrees, diplomas, certificates of professional registrations with professional bodies);
   3. Name of current employer and position;
   4. Work experience (organisation, year, position and responsibilities); and
   5. Provide a summary of relevant projects in road construction, road rehabilitation and/or road maintenance projects;

- Year the project started and completed
- Value and project scope
- Employer and client for the project
- Key person's role in the project

| | Project Manager | Contract Manager |
|---|---|---|
| **Points (15)** | **10** | **5** |
| **Score 0** | The Tenderer has not submitted the relevant qualifications and/or professional registration certificates for the proposed resource | The Tenderer has not submitted the relevant qualifications and/or professional registration certificates for the proposed resource |
| **Score 20** | The proposed resource has less than five (5) years of relevant experience in road construction, road rehabilitation, and/or road maintenance projects. | The proposed resource has less than five (5) years of relevant experience in road construction, road rehabilitation, and/or road maintenance projects. |
| **Score 40** | The proposed resource has five (5) but less than ten (10) years of relevant experience in road construction, road rehabilitation, and/or road maintenance projects. | The proposed resource has five (5) but less than ten (10) years of relevant experience in road construction, road rehabilitation, and/or road maintenance projects. |
| **Score 60** | The proposed resource has ten (10) but less than fifteen (15) years of relevant experience in road construction, road rehabilitation, and/or road maintenance projects. | The proposed resource has ten (10) but less than fifteen (15) years of relevant experience in road construction, road rehabilitation, and/or road maintenance projects. |
| **Score 80** | The proposed resource has fifteen (15) but less than twenty (20) years of relevant experience in road construction, road rehabilitation, and/or road maintenance projects. | The proposed resource has fifteen (15) but less than twenty (20) years of relevant experience in road construction, road rehabilitation, and/or road maintenance projects. |
| **Score 100** | The proposed resource has twenty (20) or mor years of relevant experience in road construction, road rehabilitation, and/or road maintenance projects. | The proposed resource has twenty (20) or mor years of relevant experience in road construction, road rehabilitation, and/or road maintenance projects. |

**Attached submissions to this schedule:**

……

……

……

……

# T2.2-04: Evaluation Schedule - Approach Paper

## Note to Tenderers:

The Tenderer must attach his approach paper to this page. The approach paper shall include as a minimum, but not limited to, the following critical elements (the Contractor shall refer to the Works Information for a full description of the Scope of Works) for project understanding and Scope:

- Materials, Quality and Technical Specifications
- Traffic Management, Programme Alignment, Resource Allocation and Plant and Equipment
- Construction Methodology
- Risk Management

The Tenderer's approach paper demonstrates their understanding of the project values, objectives and serves as a blueprint for how the project will be executed. A methodical, detailed, and proactive construction approach ensures that the Tenderer can deliver the project to the highest degree of quality, within the agreed timelines, and budget. The approach paper shall detail a sequence of construction activities that is logical and efficient. The Tenderer shall clearly articulate each phase of construction, from site preparation to the final finishes, ensuring minimal disruption to existing infrastructure and operations.

The approach paper shall include a two (2) month mobilisation period, wherein all project planning, documentation submission and approvals will take place. During this period, the successful bidder shall apply for all applicable permits and statutory requirements before commencing with any activities on site.

The approach paper should proactively identify potential risks and provide detailed strategies for their mitigation. The approach paper should include contingency plans that demonstrate readiness to handle challenges and unforeseen events that may arise during construction. Where applicable, the approach paper shall include detailed diagrams and drawings that visually represent construction activities / sequencing.

A comprehensive breakdown of each element evaluated in the Approach Paper is detailed below.

1. **Materials, Quality and Technical Specifications**

   a) The approach paper details the specification of materials, including the type and grade of asphalt, recycling of existing materials, etc.

   b) The approach paper ensures adherence/compliance with the national South African standards (e.g., SANS, COLTO) relevant to road construction and environmental management.

   c) Detailed quality control measures, including on-site testing protocols for material quality, compaction, and thickness are included in the approach paper.

   d) Procedures for addressing any non-compliance or defects identified during quality assessments are included in the approach paper.

   e) The approach paper includes a detailed methodology for sourcing, storage, handling and transportation of materials such as reclaimed asphalt pavement (RAP), drainage structures, sand, stone, bricks, manhole covers and precast structures.

2. **Traffic Management, Programme Alignment, Resource Allocation, Plant and Equipment Management, Stakeholder Engagement, and Information Dissemination**

   a) The approach paper is aligned with the submitted Traffic Management Plan. The submitted documents complement the phased construction approach detailed in the Works Information by coordinating traffic management with construction sequencing.

   b) The approach paper makes reference to the activities and durations stated in the project programme.

   c) A list of resources (key personnel, support staff and labour) assigned to the project is included in the approach paper.

   d) The approach paper includes a list of plant and equipment to be used during the construction.

   e) The approach paper includes Stakeholder Engagement and Information Dissemination approach which will cover the regular public updates via communication channels on traffic changes and construction progress.

## 3. Construction Methodology

a) Method for identifying and protecting underground services prior to milling and excavation.

b) Detailed description of the milling process, including equipment to be used, milling depth, and strategies to address different underlying pavement conditions.

c) Detailed description of the asphalt paving process, including temperature control, compaction methods, and quality control measures during paving.

d) Construction sequencing, aligned with the Employer's proposal, considering constraints due to active industry operations and need for access to their sites during road construction.

e) Methodology for assessing existing structures to identify damages and replacing of damaged structures such as stormwater pipes, manholes and construction of new where necessary.

f) Nightworks is included in the Tenderer's construction methodology, including the rotation of staff, additional requirements for nightworks, etc.

g) The Approach Paper includes visual aids to illustrate the construction sequencing, working areas, laydown areas, traffic management, etc.

## 4. Risk Management

a) The Approach Paper identifies potential risks such as delayed material delivery, damaged services, unexpected site conditions, or weather delays.

b) For each identified risk, the approach paper outlines specific mitigation strategies like securing multiple material suppliers, conducting thorough preconstruction site assessments, and scheduling flexible work periods to accommodate weather changes.

## Index of documentation attached to this schedule

| | DOCUMENT NAME |
|---|---|
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | |
| 7 | |

The scoring of the approach paper will be as follows:

| | **Material Quality and Technical Specifications** | **Programme Alignment, Resource Allocation, Plant and Equipment** | **Construction Methodology** | **Risk Management** |
|---|---|---|---|---|
| **Total Points (25)** | **5** | **5** | **13** | **2** |
| **Score 0** | The tenderer has submitted no information or has submitted generic information. | No information submitted or only generic information provided. | No information submitted or only generic information provided. | No information submitted or only generic information provided. |
| **Score 20** | The approach paper addresses one (1) element, lacking detail and specificity regarding materials and quality standards. | The approach paper addresses one (1) element, lacking specific alignment with the project requirements and resources. | The approach paper addresses three (3) or less elements, detailing and specifying the construction techniques and phases. | The approach paper identifies one (1) potential risk with minimal mitigation strategies. |
| **Score 40** | The approach paper addresses two (2) elements, providing some detail on materials and compliance with national standards. | The approach paper addresses two (2) elements with some reference to traffic management and programme alignment. | The approach paper addresses four (4) elements with descriptions of construction activities and sequencing. | The approach paper identifies two (2) potential risks, outlining basic mitigation strategies for each. |
| **Score 60** | The approach paper addresses three (3) elements, specifically detailing materials, adherence to standards, and basic quality control measures. | The approach paper addresses three (3) elements, providing a moderate alignment with the Traffic Management Plan and project programme. | The approach paper addresses five (5) elements, with descriptions of specific construction phases and techniques. | The approach paper identifies three (3) potential risks with detailed mitigation strategies and contingency plans. |

| | | | | |
|---|---|---|---|---|
| **Score 80** | The approach paper addresses four (4) elements with comprehensive details on materials, quality standards, and control measures. | The approach paper addresses four (4) elements, demonstrating a detailed alignment with the Traffic Management Plan and efficient resource allocation. | The approach paper addresses six (6) elements, including construction sequencing and methodology, aligned with project goals. | The approach paper identifies four (4) risks, providing comprehensive mitigation plans and strategies for each, including contingencies for unforeseen challenges. |
| **Score 100** | The approach paper addresses all five (5) elements thoroughly elements with comprehensive details on materials, quality standards, and control measures | The approach paper addresses five (5) elements, demonstrating a detailed alignment with the Traffic Management Plan and efficient resource allocation. | The approach paper addresses seven (7) elements, including construction sequencing and methodology, aligned with project goals. | The approach paper identifies five (5) potential risks and contingency plans to address challenges and unexpected events efficiently throughout the project lifecycle. |

# T2.2-05: Evaluation Schedule - Company's Previous Experience

**Note to Tenderers:**

Tenderers are required to demonstrate their experience in the delivery of road construction, road rehabilitation, and/or road maintenance projects over the last **10 years**. Tenderers must note that ***re-graveling*** of roads will not be accepted as relevant experience.

Only completed road construction, road rehabilitation, and/or road maintenance projects with a minimum contract value of **R30 million** will be considered for evaluation and scoring.

Tenderers to this end must supply a sufficiently detailed reference list on the table provided with the following details:

- Client contact details
- Name of the project
- Brief description of project scope
- Completion date
- Project value

Reference Letters and/or Completion Certificates for completed projects will be used as evidence to evaluate and allocate scores for the Tenderer's previous experience. For a submitted reference to be considered valid, it must satisfy the following criteria:

- The reference letter or certificate of completion must clearly show the start date and the completion date on the project.
- The reference letter or certificate of completion needs to be clear and legible.
- The reference letter or certificate of completion must outline the completed scope.
- Reference letters must be signed by the Client and printed on the Client's letterhead.
- Certificates of Completion must be signed by the Client or his representative.
- The project must have been completed in the last 10 years (measured from the date on which this tender closes).

***Tenderers note that***

1. ***Appointment letters will not be accepted as valid references.***
2. ***Verification of References:***

3. *"Transnet reserves the right to verify the references submitted by the bidder(s) or only the highest-ranked bidder(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 bidder and allow a period of forty-eight (48) hours for the bidder 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 bidder's overall ranking."*

4. ***Misrepresentation and Fraud:***

   *"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.*

The scoring of the approach paper will be as follows:

| **Total Points (15)** | **Company's Previous Experience** |
|---|---|
| **Score 0** | The Tenderer has not submitted any valid Reference Letters and/or Completion Certificates for qualifying completed projects, or the submitted Reference Letters and/or Completion Certificates relate to projects with a contract value of less than R30 million, or insufficient information has been provided to verify compliance with the stated requirements. |
| **Score 20** | The Tenderer has submitted **one (1)** valid Reference Letter and/or Completion Certificate for a road construction, road rehabilitation, and/or road maintenance project completed within the last ten (10) years. |
| **Score 40** | The Tenderer has submitted **two (2)** valid Reference Letter and/or Completion Certificate for a road construction, road rehabilitation, and/or road maintenance project completed within the last ten (10) years. |
| **Score 60** | The Tenderer has submitted **three (3)** valid Reference Letter and/or Completion Certificate for a road construction, road rehabilitation, and/or road maintenance project completed within the last ten (10) years. |
| **Score 80** | The Tenderer has submitted **four (4)** valid Reference Letter and/or Completion Certificate for a road construction, road rehabilitation, and/or road maintenance project completed within the last ten (10) years. |
| **Score 100** | The Tenderer has submitted **five (5) or more** valid Reference Letter and/or Completion Certificate for a road construction, road rehabilitation, and/or road maintenance project completed within the last ten (10) years. |

List ***completed*** road construction, road rehabilitation, and/or road maintenance projects previously undertaken, commencing with the most recently completed projects. Valid reference letters, as previously stipulated, must be attached for all listed projects

| **Client Contact Details** | **Project Name & Brief Description** | **Completion Date** | **Contract Value** | **Reference (Yes/No)** |
|---|---|---|---|---|
| | | | | |
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# T2.2-06: Evaluation Schedule: Programme

**Note to tenderers:**

The Tenderer details the proposed programme below or makes reference to his proposed programme and attaches it to this schedule. The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme. Programme preferred to be submitted in Primavera P6 or Microsoft Projects. Schedule to clearly indicate Start & Finish Dates, Duration, Predecessors and Successors. Schedule to be a detailed Level 3 programme.

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

- Dates when the *Contractor* will need *access* to any part of the site and/or persons and/or information, as well as submission approval process and timing for Health & Safety Files, Environmental Files and Quality Files pre-requisites/requirements. Requirements for submission and acceptance process for designs. In addition the Programme must clearly demonstrate adequate provision for the review and acceptance process associated with deliverables requiring the *Employer's* acceptance including due cognizance taken of the timeframes associated with undertaking same and any other items of this nature. Moreover the Programme must clearly demonstrate adequate provision for the process and timeframes associated with undertaking procurement processes for all long lead items, inductions, permits, medicals, plant and equipment approvals and any required certifications in this regard.
- The *Contractor* indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule by complying with Clause 31.2 of the NEC ECC – Initiates *starting date, access dates, key dates*, planned Completion, Sectional Completion Dates & Completion Date. In addition, the Programme must clearly demonstrate adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.

- The Programme must clearly be aligned to the basis of schedule. In addition, annexed to the Programme, a basis of schedule document is required, stipulating, but not limited to, underlying assumptions, conditions, constraints, and approach to Providing the Works as detailed in the Programme.

The scoring of the Programme will be as follows:

| **Score** | **Evaluation Criteria** | | | |
|---|---|---|---|---|
| | Schedule duration does not exceed 8 months (including 2 month for mobilisation). | Schedule submissions to clearly provide:<br>1. Starting date in line with the Contract.<br>2. Access dates and key dates are shown.<br>3. Sectional Completion Dates and Planned Completion is shown.<br>4. Order, sequence and duration of the activities are shown.<br>5. Provisions for time risk allowances. | Schedule submissions to provide dates in order to provide the works:<br>1. The Contractor will need access to any part of the site.<br>2. All acceptances and/or approvals.<br>3. Any information required from the client and/or others.<br>4. Health & Safety Files, Environmental Files and Quality Files pre-pequisites / requirements & approval process.<br>5. Basis of Schedule (BoS). | Schedule submissions must be:<br>1. Confirmation that the program will be provided in either Microsoft Projects (MSP) or Primavera.<br>2. Logically linked using the critical path method (CPM).<br>3. In line with core clause 31 of the NEC3.<br>4. Ability to execute the works inline with the Scope of Works.<br>5. Detailed Level 3 Programme |

| **Points (15)** | **2** | **8** | **3** | **2** |
|---|---|---|---|---|
| **Score 0** | 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. | The tenderer has submitted no information to determine a score. |
| **Score 20** | Schedule period is more than 9 months. | Submission meets 1 requirement of the criteria. | Submission meets only 1 requirement of the criteria. | Submission meets only 1 requirement of the criteria. |
| **Score 40** | Schedule period is 9 months. | Submission meets 2 requirements of the criteria. | Submission meets 2 requirements of the criteria. | Submission meets 2 requirements of the criteria. |
| **Score 60** | Schedule period is equal to 8 months. | Submission meets 3 requirements of the criteria. | Submission meets 3 requirements of the criteria. | Submission meets 3 requirements of the criteria. |
| **Score 80** | Schedule period is equal to 7 months. | Submission meets 4 requirement of the criteria. | Submission meets 4 requirements of the criteria. | Submission meets 4 requirements of the criteria. |
| **Score 100** | Schedule period is 6 or less months. | Submission meets all the criteria. | Submission meets all 5 criteria. | Submission meets all 5 criteria. |

# T2.2-07: Evaluation Schedule: Health & Safety Requirements

Submit the following documents as a minimum with your tender:

1. Safety, Health & Environmental Policy signed by the Chief Executive Officer. List the five elements
    - Commitment to Safety, prevention of pollution,
    - Continual improvement,
    - Compliance to legal requirements, appropriate to the nature of contractor's activities,
    - Hold management accountable for development of the safety systems.
    - Include objectives and targets.

2. Roles & Responsibilities, such as S16.2 CEO, CR8.1 Construction Manager, CR8.5 Safety officer, CR8.7 Construction Supervisor, CR9.1 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993.
3. Overview of the project specific Baseline Risk Assessment (RA), indicating major activities of the project namely:
4. Project health and safety plan which comprises of, but not limited to the following minimum elements.
    4.1. Legal and site-specific requirements
    4.2. Competency, training and awareness.
    4.3. Subcontractor selection.
    4.4. Incident management
    4.5. Communication, Participation and Consultation
    4.6. Operational Control
    4.7. Performance assessment and auditing

5. Evidence that the Principal Contractor have made adequate provisions for the cost of Health & Safety "Activity Schedule": CR 3(5) (b)(iii) read with CR 5(1)(g)
6. Complete and return with tender documentation the Contractor Safety Questionnaire included to this Evaluation Schedule as a returnable

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

| **Points (10)** | **1** | **2** | **3** | **3** | **1** |
|---|---|---|---|---|---|
| | **Policy (State points allocated)**<br><br>1) Commitment to Safety, prevention of pollution,<br>2) Continual improvement,<br>3) Compliance to legal requirements, appropriate to the nature of contractor's activities,<br>4) Hold management accountable for development of the safety systems,<br>5) Include objectives and targets. | **Roles & Responsibilities**<br><br>1) S16.2 CEO<br>2) 8.1 Construction Manager -SACPCMP registration as Pr. Construction Manager,<br>3) 8.5 SACPMP Registered Construction Health and Safety officer,<br>4) 8.7 Construction Supervisor,<br>5) 9.1 Risk Assessor,<br>6) 17.1 SHE Rep as per the Occupational health and safety Act 85 of 1993 and | **Overview of the Baseline risk assessment**<br>Indicating major activities of the project i.e. installation, commissioning, and handover of the following packages:<br>1) Traffic Accommodation<br>2) 60mm Mill and Replace<br>2) 130mm Mill and Replace<br>3) Patching | Project Specific Health and Safety Plan in accordance with Project Health and Safety Specification.<br>The Health and Safety Plan must comprise of, but not limited to the following minimum elements:<br>1. Legal and site<br>2. Specific requirements<br>3. Competency, training and awareness.<br>4. Subcontractor selection.<br>5. Incident management<br>6. Communication,<br>7. Participation and Consultation<br>8. Operational Control<br>9. Performance assessment andauditing. | **Cost Breakdown Sheet.**<br><br>Submission of completed cost breakdown sheet. |

| **Points (10)** | **1** | **2** | **3** | **3** | **1** |
|---|---|---|---|---|---|
| **Score 0** | The Tenderer has submitted no information to determine a score/The Tenderer submits a policy without the CEO Signature | The Tenderer has submitted no information. | The Tenderer has submitted no information | The Tenderer has submitted no information. | The Tenderer has not completed the returnable or has not provided the Health and safety Budget percentage. |
| **Score 20** | **1 of the 5** key policy components are recognized and meet the *Employer's* requirement and it is signed by the Chief Executive Officer. | **≤2 of the 6** Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification. | **1≤3 of the 11** submitted task risk assessment specific to the project and covers all the outline sub-activities, applicable to the task. | **1 to 2 of 7** Above elements of Health and Safety plan are addressed. | Insignificant/inadequate -Health and safety Budget submitted is totally insignificant / inadequate to achieve the required standard of service, 0,1 to 1% allocated. |
| **Score 40** | **2 of the 5** key policy components are recognized and meet the Employer's requirement and it is signed by the Chief Executive Officer. | **2 ≤ 3 of the 6** Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification. | **4≤6 of the 11** submitted task risk assessment specific to the project and covers all the outline sub-activities, applicable to the task. | **3 to 4 of 7** Above elements of Health and Safety plan are addressed. | Insignificant/inadequate Health and safety Budget submitted is insignificant /inadequate / answer /solution to the returnable, Employer's health and safety requirements will not be met, above 1 – 2% allocated. |
| **Score 60** | **3 of the 5** key policy components are recognized and meet the Employer's | **4 of the 6** Roles andresponsibilities are in compliance as per the Works Information and meet the Occupational health and | **7≤9 of the 11** submitted task risk assessment specific to the project and covers all the outline sub- | **5 of 7** Above elementsof Health and Safety plan are addressed. | Satisfactoryresponse/answer/solution Health and safety Budget submitted is Satisfactory response / answer / solution to the returnable, Employer's health and safety requirements will |

| | | | | | |
|---|---|---|---|---|---|
| | requirements and it is signed by the Chief Executive Officer. | safety Act as per construction regulations and TNPA health and safety specification. | activities, applicable to the task. | | be met, above 2 – 3% allocated. |
| **Score 80** | **4 of the 5** key policy components are recognized and meets the Employer's requirements and it is signed by the Chief Executive Officer. | **5 of the 6** Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification. | **10 of the 11** submitted task risk assessment specific to the project and covers all the outline subactivities, applicable to the task. | **From 6 of 7** Above Elements of Health and Safety plan are addressed. | Good response/answer/solution Health and safety Budget submitted is Good response / answer/solution to the returnable, Employer's health and safety requirements will be met, above 3 – 4% - above allocated. |
| **Score 100** | **All 5 key** policy components arerecognized and meets the Employer's requirements, and it is signed by the Chief Executive Officer. | **All 6** Roles and responsibilities are incompliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification. | **all 11** submitted task risk assessments specific to theproject and covers all the outline sub-activities, applicable to the task. | **All 7** Above elements of Healthand Safety plan are addressed. | Very good response/answer/solution Health and safety Budget submitted is Very good response / answer /solution to the returnable, Employer's health and safety requirements will be met, above 4% - above allocated. |

**Attached submissions to this schedule:**

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# TNPA Estimate 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** | |

**Total Estimate Value to be carried forward to the BoQ.**

# 1. Safe Work Performance

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 1A | Injury Experience / Historical Performance – Alberta | | | | | | | |
| | Use the previous three years injury and illness records to complete the following: | | | | | | | |
| | Year | | | | | | | |
| | Number of medical treatment cases | | | | | | | |
| | Number of restricted workday cases | | | | | | | |
| | Number of lost time injury cases | | | | | | | |
| | Number of fatal injuries | | | | | | | |
| | Total recordable frequency | | | | | | | |
| | Lost time injury frequency | | | | | | | |
| | Number of worker manhours | | | | | | | |
| | Action taken to prevent re-occurrence | | | | | | | |
| | 1 | Medical Treatment Case | Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician | | | | | |
| | 2 | Restricted Workday Case | Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties | | | | | |
| | 3 | Lost Time injury Cases | Any occupational injury that prevents the worker from performing any work for at least one day | | | | | |
| | 4 | Total Recordable Frequency | Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours | | | | | |
| | 5 | Lost Time Injury Frequency | Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours | | | | | |
| 1B | Workers' Compensation Experience | | | | | | | |
| | Use the previous three years injury and illness records to complete the following (if applicable): | | | | | | | |
| | Industry Code: | | Industry Classification: | | | | | |
| | Year | | | | | | | |
| | Industry Rate | | | | | | | |
| | Contractor Rate | | | | | | | |
| | % Discount or Surcharge | | | | | | | |
| | Is your Workers' Compensation account in good standing? (Please provide letter of confirmation) | | | | Yes | | No | |

# 2. Citations

| | | | | | |
|---|---|---|---|---|---|
| 2A | Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? | Yes | | No | |

| | | | | | |
|---|---|---|---|---|---|
| | If yes, provide details: | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| 2B | Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State?<br>If yes, provide details: | Yes | | No | |
| | | | | | |
| | | | | | |
| | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **3.** | **Citations** | | | | |
| | Does your company have a Certificate of Recognition? | Yes | | No | |
| | If yes, what is the Certificate No: | | Issue Date: | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| **4.** | **Safety Program** | | | | | |
| 4A | Submit your company written health and safety plan?<br>Submit for provide a copy for review | | | | | |
| 4C | Health and safety plan should contain the following elements | | | | | |
| | | Yes | No | | Yes | No |
| | Health and Safety Policy | | | Competence, Training and Awareness | | |
| | Incident Management, reporting and Investigation | | | Emergency Preparedness/Response | | |
| | Recordkeeping & Statistics/Manhours Reporting | | | Hazard Identification and Risk Assessment and Training | | |
| | Reference to Legislation | | | Permit to Work | | |
| | Site Establishment and Rehabilitation | | | Safe Work Procedures and Safe operating procedures | | |
| | Roles and Responsibilities | | | Workplace Inspections | | |
| | Alcohol, Drugs and Other Intoxicating Substances | | | Occupational Hygiene and Covid19 | | |
| | Personal Protective Equipment | | | Measuring and Monitoring | | |
| | Working at Height | | | Communication, Participation and Consultation | | |
| | Excavations | | | Signs and Notices | | |
| 4C | Submit your company pocket safety booklet for field distribution? | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| **5.** | **Training Program** | | | | | |
| 5A | Attach orientation program for new hire employees?<br>include a course outline. Does it include any of the following: | | | | | |
| | | Yes | No | | Yes | No |
| | General Rules & Regulations | | | Confined Space Entry | | |
| | Emergency Reporting | | | Trenching & Excavation | | |
| | Injury Reporting | | | Signs & Barricades | | |
| | Legislation | | | Dangerous Holes & Openings | | |
| | Right to Refuse Work | | | Rigging & Cranes | | |
| | Personal Protective Equipment | | | Mobile Vehicles | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | Emergency Procedures | | | Preventative Maintenance | | |
| | Project Safety Committee | | | Hand & Power Tools | | |
| | Housekeeping | | | Fire Prevention & Protection | | |
| | Ladders & Scaffolds | | | Electrical Safety | | |
| | Fall Arrest Standards | | | Compressed Gas Cylinders | | |
| | Aerial Work Platforms | | | Weather Extremes | | |
| 5B | Submit a program for training newly hired or promoted supervisors?<br>Tenderer must submit an outline for evaluation which include instruction on the following: | | | | | |
| | | Yes | No | | Yes | No |
| | Employer Responsibilities | | | Safety Communication | | |
| | Employee Responsibilities | | | First Aid/Medical Procedures | | |
| | Due Diligence | | | New Worker Training | | |
| | Safety Leadership | | | Environmental Requirements | | |
| | Work Refusals | | | Hazard Assessment | | |
| | Inspection Processes | | | Pre-Job Safety Instruction | | |
| | Emergency Procedures | | | Drug & Alcohol Policy | | |
| | Incident Investigation | | | Progressive Disciplinary Policy | | |
| | Safe Work Procedures | | | Safe Work Practices | | |
| | Safety Meetings | | | Notification Requirements | | |

## 6. Safety Activities

| | | | | | | |
|---|---|---|---|---|---|---|
| 6A | Do you conduct safety inspections? | Yes | No | Weekly | Monthly | Quarterly |
| | | | | | | |
| | Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution) | | | | | |
| | | | | | | |
| | | | | | | |
| | Who follows up on inspection action items? | | | | | |
| 6B | Do you hold site safety meetings for field employees? If Yes, how often? | Yes | No | Daily | Weekly | Biweekly |
| | | | | | | |
| 6C | Do you hold site meetings where safety is addressed with management and field supervisors? | Yes | No | Weekly | Biweekly | Monthly |
| | | | | | | |
| 6D | Is pre-job safety instruction provided before to each new task? | Yes | | No | | |
| | Is the process documented? | Yes | | No | | |
| | Who leads the discussion? | | | | | |
| 6E | Do you have a hazard assessment process? | Yes | | No | | |
| | Are hazard assessments documented? | Yes | | No | | |
| | If yes, how are hazard assessments communicated and implemented on each project? | | | | | |
| | Who is responsible for leading the hazard assessment process? | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 6F | Submit your company policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program? | | | | | |
| 6G | How does your company measure its H&S success? Attach separate sheet to explain | | | | | |
| **7.** | **Safety Stewardship** | | | | | |
| 7A | Are incident reports and report summaries sent to the following and how often? | Yes | No | Monthly | Quarterly | Annually |
| | Project/Site Manager | | | | | |
| | Vice President/Managing Director | | | | | |
| | Safety Director/Manager | | | | | |
| | President/Chief Executive Officer | | | | | |
| 7B | How are incident records and summaries kept? How often are they reported internally? | Yes | No | Monthly | Quarterly | Annually |
| | Incidents totalled for the entire company | | | | | |
| | Incidents totaled by project | | | | | |
| | Subtotaled by superintendent | | | | | |
| | Subtotaled by foreman | | | | | |
| 7C | How are the costs of individual incidents kept? How often are they reported internally? | Yes | No | Monthly | Quarterly | Annually |
| | Costs totaled for the entire company | | | | | |
| | Costs totaled by project | | | | | |
| | Subtotaled by superintendent | | | | | |
| | Subtotaled by foreman/general foreman | | | | | |
| 7D | Does your company track non-injury incidents? | Yes | No | Monthly | Quarterly | Annually |
| | Near Miss | | | | | |
| | Property Damage | | | | | |
| | Fire | | | | | |
| | Security | | | | | |
| | Environmental | | | | | |

**8. Personnel**

List key health and safety officers planned for this project. Attach resume (CV and qualification and proof of registration with SACPCMP).

| Name | Position / Title | Designation | |
|---|---|---|---|
| | | Category | SACPCMP Number |
| | | | |
| | | | |

**9. References**

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

| Name and Company | Address | Telephone Number |
|---|---|---|
| | | |
| | | |
| | | |

# T2.2-08: Evaluation Schedule: Environmental Management

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

a) Transnet Integrated Management System (TIMS) Policy Commitment Statement.
b) Minimum Environmental Standards for Construction: 009-TCC-CLO-SUS-GDL-11385.26
c) Standard Operating Procedure Construction Environmental Management: 009-TCC-CLO-SUS-11386

- PES extends to the TNPA minimum standards found in the following documents;
  - TNPA list of approved waste services Contractors
  - TNPA Asbestos Management Plan
- Project Environmental Specification (PES) also includes eThekwini bylaws such as:
  - Schedule Trades and Occupations Bylaws
  - Interim Code relating to fire prevention and flammable liquids and substances

1. The tenderer must provide a signed Environmental **Policy** based on International Organization for Standardization (ISO) that displays all key components of Top management's commitments namely:
   - Regulatory compliance and other requirements
   - Commitment to the protection of the environment including pollution prevention
   - Commitment to continual improvement of the EMS
   - Address the sustainable use of resources/ resource conservation; and
   - Is communicated to all employees working for or on behalf of the Contractor

   **An unsigned or undated Policy will be allocated a score of 20.**

2. The tenderer must provide a project specific Environmental Management Plan. This plan must be clear on the following:
   a. A description of the environmental impacts that need to be avoided, managed and mitigated, a description of how those impacts will be avoided, managed and mitigated (impact management actions).
   b. The method and frequency of monitoring the implementation of the impact management actions.
   c. A description of how the environmental incidents will be managed on site.

d. An indication of the roles and responsibilities in the implementation of the impact management actions.
e. Records to be kept.
f. How non-conformance/non-compliance will be dealt with.

**Attached submissions to this schedule:**

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The 5 key policy components should be listed first and then use the measurements below.

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

| | Environmental Management Plan | Environmental Policy |
|---|---|---|
| **Points (10)** | **8** | **2** |
| **Score 0** | 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 2 above. | Policy addresses 1 of the required elements listed under 1 above OR the Policy is unsigned nor undated. |
| **Score 40** | EMP only responds to 3 of the items listed under 2 above. | Policy addresses 2 of the required elements listed under 1 above. |
| **Score 60** | EMP only responds to 4 of the items listed under 2 above. | Policy addresses 3 of the required elements listed under 1 above and is possibly able to meet the Employer's requirements. |
| **Score 80** | EMP only responds to 5 of the items listed under 2 above. | Policy addresses 4 of the required elements listed under 1 above and is likely to ensure compliance with the stated Employer's requirements. |
| **Score 100** | EMP responds to all the items listed under 2 above. | Policy addresses 5 of the required elements listed under 1 above and is likely to ensure compliance with the stated Employer's requirements. |

# T2.2-09: Evaluation Schedule: Quality Management

**Reference Standard – TNPA-QUAL-REQ-014.1 General Quality Requirements for Contractors and Suppliers**

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard stated in the Works Information and should include but not be limited to:

1. The **Project Quality Plan (PQP)** details how the Contractor's Quality System will be applied to the Scope of Work specified in the contract and shall include the following as key elements:
    a) Include a description of the Contractor's Project organization, with key positions and responsibilities identified and individuals named. The organization structure shall also indicate resources committed to the management and co-ordination of Quality Assurance/Quality Control (QA/QC) activities.
    b) Provide a description of how documents provided by Transnet to the Contractor are to be managed. Documentation management/control
    c) Include all quality activities relevant to the Scope of Work, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with specified Contractual requirements.
    d) Include a listing of all Special Processes (e.g. welding, non-destructive testing, cube testing etc.) envisaged for use.
    e) Control of externally provided services.

2. **Quality Control Plan (QCP)** specific to the Project but not limited to:
    Milling and replacement of road surface (to include road marking).
    The Quality Control Plan shall be Project Specific as per the Scope of Work and shall include the following as key elements:
    a) Detailed sequence of activities (construction/fabrication)
    b) Include all procedures/code specifications
    c) Include all intervention points (i.e. hold, witness, verify)
    d) Include all Verification documentation/Field inspection checklist
    e) Include all relevant signatories (i.e. Contractor, Approved Inspection Authority (AIA), Transnet)

This QCP shall identify all inspection, test, and verification requirements to meet Contractual obligations, specifications, drawings, and related details including destructive and nondestructive testing, witness, and hold points.

3. A signed **Quality Policy** based on International Organisation for Standardisation (ISO 9001) that displays the five key policy requirements. These requirements include:

    a) Is appropriate to the purpose and context of the organization and supports its strategic direction,
    b) Provides a framework for setting quality objectives,
    c) Includes a commitment to satisfy applicable requirements,
    d) Includes a commitment to continual improvement of the quality management system, and
    e) Is communicated and understood within the organization.

| **Attached submissions to this schedule:** |
|---|
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |

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

| | **Evaluation Criteria** | | |
|---|---|---|---|
| | **4** | **2** | **4** |
| **Total Points (10)** | **Project Quality Plan (as per TNPA-QUAL-REQ-014.1)**<br><br>The Project Quality Plan (PQP) details how the Contractor's Quality System will be applied to the Scope of Work specified in the contract and shall include the following as key elements:<br>1) Include a description of the Contractor's Project organization, with key positions and responsibilities identified and individuals named. The organization structure shall also indicate resources committed to the management and co-ordination of Quality Assurance/Quality Control (QA/QC) activities.<br>2) Provide a description of how documents provided by Transnet to the Contractor are to be managed. Documentation management/control<br>3) Include all quality activities relevant to the Scope of Work, identifying all procedures, reviews, audits, controls and records used to control and | **Quality Control Plans (as per TNPA-QUAL-REQ-014.1)**<br><br>Quality Control Plan (QCP) specific to the Milling and replacement of road surface (to include road marking).<br><br>The Quality Control Plan shall be Project Specific as per the Scope of Work and shall include the following as key elements:<br>1) Detailed sequence of activities (construction/fabrication).<br>2) Include all procedures/code specifications<br>3) Include all intervention points (i.e.hold, witness, verify).<br>4) Include all Verification documentation/Field inspection checklist.<br>5) Include all relevant signatories (i.e. Contractor, Approved Inspection Authority (AIA), Transnet). | **Quality Policy**<br><br>Quality Policy shall include the following key policy elements:<br>1) Is appropriate to the purpose and context of the organisation and supports its strategic direction,<br>2) Provides framework for setting quality objectives,<br>3) Includes a commitment to satisfy applicable requirements,<br>4) Includes a commitment to continual improvement of QMS, and<br>5) Is communicated and understood within the organisation. |

| | | | |
|---|---|---|---|
| | verify compliance with specified Contractual requirements.<br>4) Include a listing of all Special Processes (e.g. welding, non- destructive testing, cube testing etc.) envisaged for use.<br>5) Control of externally provided services. | | |
| | | | |
| **Score 0** | No response | No response | No response |
| **Score 20** | Only one (1) of Five (5) key elements met | One (1) of Five (5) key elements met | One (1) of Five (5) key policy elements met |
| **Score 40** | Two (2) of Five (5) key elements met | Two (2) of Five (5) key elements met | Two (2) of Five (5) key policy elements met |
| **Score 60** | Three (3) of Five (5) key elements met | Three (3) of Five (5) key elements met | Three (3) of Five (5) key policy elements met. |
| **Score 80** | Four (4) of Five (5) key elements met | Four (4) of Five (5) key elements met | Four (4) of Five (5) key elements met |
| **Score 100** | Five (5) of Five (5) key elements met | All 5 key elements are met | All Five (5) key elements met |

### 2.1.3. Stage Three: Specific Goals

# T2.2.10 Specific Goals: Valid Evidence of Specific Goals (Preference Claim Form) Requirements Stipulated in SBD6.1

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points. 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 for a minimum of 30% of the value of a contract to South African Companies which are:<br><br>EMEs and/or QSEs black-owned | • Sub-contracting agreement(s)<br>• Subcontractors B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate as per DTIC guidelines |

TO THIS SCHEDULE:

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# RETURNABLE SCHEDULES

# T2.2-11: Intention to Tender

**To be returned within 5 days after receipt**

| | |
|---|---|
| Transnet National Port Authority | TNPA/2026/07/0002/114609/RFP |
| Attention | Nomvula Makeleni Vundla |
| e-mail | tenderenquiriespdu@transnet.net |
| | Closing Date: **23 OCTOBER 2026** |

**REHABILITATION OF BAYHEAD ROAD EXTENSION AND IRAN ROAD IN THE PORT OF DURBAN FOR A PERIOD OF EIGHT (8) MONTHS**

| | | Check | |
|---|---|---|---|
| **We:** | **Do wish to tender** for the work and shall return our tender by the due date above | **Yes** ☐ | **No** ☐ |

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

Company: .....

Company address: .....

Contact: .....

Phone No: .....

e-mail Address: .....

REASON FOR NOT TENDERING:

_____

_____

SIGNATURE: _____

DATE: _____

# T2.2-12: 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 .....

## 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 | ..... |

# T2.2-13: Record of Addenda to Tender Documents

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

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

# T2.2-14 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:

| |
|---|
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |

# T2.2-15 Declaration of Understanding

| | | | |
|---|---|---|---|
| **PROJECT NAME:** | | **DOCUMENT NO:** | |
| **PROJECT NO:** | | **DATE:** | |
| **CONTRACTOR:** | | **CONTRACT NO:** | |

I,

_____ _____

*(Name)* *(Designation)*

_____

*(Representing)*

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

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

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


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# T2.2-16: Risk Elements

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

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

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

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

# T2.2-17: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

# T2.2-18: Availability of Equipment and Other Resources

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

| Equipment Type and Availability – Description | Hourly Rate | Number of Equipment | Details of Ownership |
|---|---|---|---|
| | | | |
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# T2.2-19: Capacity and Ability to meet Delivery Schedule

**Note to tenderers:**

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

A schedule detailing the following:

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

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

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# AGREEMENT AND COMMITMENT BY TENDERER

# T2.2-20 : ANNEX G Compulsory Enterprise Questionnaire

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

**Section 1: Name of enterprise:** _____

**Section 2: VAT registration number, if any:** _____

**Section 3: CIDB registration number, if any:** _____

**Section 4: CSD number:** _____

**Section 5: Particulars of sole proprietors and partners in partnerships**

| **Name** | **Identity number** | **Personal income tax number** |
|---|---|---|
| | | |
| | | |
| | | |

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

**Section 6: Particulars of companies and close corporations**

Company registration number _____

Close corporation number _____

Tax reference number: _____

| |
|---|
| **Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.** |
| **Section 8: The attached SBD6.1 must be completed for each tender and be attached as a requirement.** |

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

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

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

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

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

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

Signed _____ Date .....

Name _____ Position .....

Enterprise name .....

**SBD 6.1**

## PREFERENCE POINTS CLAIM FORM

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

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### 1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to exceed/to below R50 000 000 (all applicable taxes included) and therefore the 80/20 0r 90/10 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

(a) Price;

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

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

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

| DISCRIPTION | POINTS | POINTS |
|---|---|---|
| PRICE | 80 | 90 |
| B-BBEE Status Level of contributor – Level 1 or Level 2 | 06 | 03 |
| The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to South African Companies which are:<br><br>EMEs and/or QSEs black-owned | 14 | 07 |

| | | |
|---|---|---|
| Non-Compliant and/or B-BBEE Level 3-8 contributors | 00 | 00 |
| Total points for Price and Specific Goals must not exceed | **100** | **100** |

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

(a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) "**B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents

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

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

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

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

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

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

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

(l) **Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA

## 3. POINTS AWARDED FOR PRICE

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

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

80/20

Where $Ps = 80\left(1 - \frac{Pt-Pmin}{Pmin}\right)$

Or 90/10

Where $Ps = 90\left(1 - \frac{Pt-Pmin}{Pmin}\right)$

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

## 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

| Specific Goals | 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 for a minimum of 30% of the value of a contract to South African Companies which are:<br><br>EMEs and/or QSEs black-owned | • Sub-contracting agreement(s)<br>• 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 enterprises:

| **Enterprise** | **B-BBEE Certificate & Sworn Affidavit** |
|---|---|
| **Large** | Certificate issued by SANAS accredited verification agency |
| **QSE** | Certificate issued by SANAS accredited verification agency<br>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)<br>[Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.] |
| **EME**[1] | Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming |

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

| | |
|---|---|
| | annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard |

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

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

4.5 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## 5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contribution: (maximum of 6 /3 points)

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

## 7. SUB-CONTRACTING

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

(***Tick applicable box***)

| YES | | NO | |
|---|---|---|---|

7.1.1 If yes, indicate:

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

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

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

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

***(Tick applicable box***)

| YES | | NO | |
|---|---|---|---|

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## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the

conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;

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

(f) forward the matter for criminal prosecution.

| | |
|---|---|
| WITNESSES<br>1. ……..<br>2. …… | ……<br>SIGNATURE(S) OF BIDDERS(S)<br>DATE: …….. |

## SBD 4: BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 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 bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

| **Full Name** | **Identity Number** | **Name of organ of state** |
|---|---|---|
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2.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.3.1 If so, furnish particulars:

.....

.....

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

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

| **Supplier registration number (MAAA)** | **Status (active/inactive/deleted)** |
|---|---|
| | |
| | |
| | |
| | |
| | |

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

## 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 bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid 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.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will

be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (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 |
| ..... | ..... |
| Designation | Name of bidder |

# T2.2-21 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.

2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.

4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

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

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

   c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer

5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive Tendering.

6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   a) prices;

   b) geographical area where Services will be rendered [market allocation]

   c) methods, factors or formulas used to calculate prices;

d) the intention or decision to submit or not to submit, a Tender;

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

f) Tendering with the intention not winning the tender.

7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this tender relates.

8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

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

Signed on this _____ day of _____20___

_____

SIGNATURE OF TENDERER

# T2.2-22 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 .....

# T2.2-23: Request for proposal – Breach of Law

NAME OF COMPANY:

_____

I / We _____

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

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

NATURE OF BREACH:

_____
_____
_____

DATE OF BREACH:

_____

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

Signed on this _____ day of _____ 20____

_____

SIGNATURE OF TENDER

# T2.2-24: 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: Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

## 1. PREAMBLE AND INTRODUCTION

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

## 2. PROTECTION OF PERSONAL INFORMATION

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

2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:

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

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

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

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

2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

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

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

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

2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to

Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.

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

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

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

| **YES** | | **NO** | |
|---|---|---|---|

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

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

## 3. SOLE AGREEMENT

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

Signed at _____ on this _____day of _____ 2024

Name: _____

Title: _____

Signature: _____

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

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

# T2.2-26 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 willinclude successful Respondents, if applicable.

## 2. SERVICE LEVELS

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

2.2 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on 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 theright to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

**Acceptance of Service Levels:**

| | | | |
|---|---|---|---|
| **YES** | | **NO** | |

# T2.2-27 Non-Disclosure Agreement

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

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

**TRANSNET SOC LTD**

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

**and**

.....

.....

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

.....

.....

.....

.....

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

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

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

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

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

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

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

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

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

## 2. CONFIDENTIAL INFORMATION

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

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

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

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

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

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

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

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

## 3. RECORDS AND RETURN OF INFORMATION

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

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

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

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

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

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

## 4. ANNOUNCEMENTS

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

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

## 5. DURATION

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

## 6. PRINCIPAL

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

## 7. ADEQUACY OF DAMAGES

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

## 8. PRIVACY AND DATA PROTECTION

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

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

## 9. GENERAL

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

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

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

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

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

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

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

# T2.2-28: RFP Declaration Form

NAME OF COMPANY:

_____

We _____
do hereby certify that:

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

   FULL NAME OF OWNER/MEMBER/DIRECTOR/
   PARTNER/SHAREHOLDER: ADDRESS:

   _____

   _____

   Indicate nature of relationship with Transnet:

   _____

   _____

   _____

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).

7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

8. We have acquainted ourselves and agree with the content of T2.2-23 "Service Provider Integrity Pact".

| |
|---|
| For and on behalf of<br><br><br>duly authorised thereto |
| Name: |
| Signature: |
| Date: |

## IMPORTANT NOTICE TO TENDERERS

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

# T2.2-29: 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.*

- Tenderer to note that after award, any deviations from this list of proposed sub-contractors will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract.
- Tenderer to provide B-BBEE Certificates for all proposed sub-contractors listed above and attach it to this schedule.

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

Provide information of the Sub-contractors below:

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

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

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

| Name of Proposed Subcontractor | Address | Nature of work | Amount of Worked | Percentage of work |
|---|---|---|---|---|
| | | | | |

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

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

# BONDS/GUARANTEES/FINANCIAL/INSURANCE

# T2.2-30: Three (3) years audited financial statements.

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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.....

**Contractor:**

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

**Contractor:**

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

**Contractor:**

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

**Proposed Sub-contractor 1:**

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

**Proposed Sub-contractor 2:**

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

**Proposed Sub-contractor 3:**

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

**Proposed Sub-contractor 4:**

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

**Proposed Sub-contractor 5:**

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

**Proposed Sub-contractor 6:**

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

**Proposed Sub-contractor 8:**

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

**Proposed Sub-contractor 9:**

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

**Proposed Sub-contractor 10:**

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

# T2.2-31: Insurance provided by the *Contractor*

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

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

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

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1April 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 |

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| | |
|---|---|
| | 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**

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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.<br>• Expediting Measures–Limited to a maximum of R50,000,000.<br>• Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000. |

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- 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

Main Policy Exclusions

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

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

Deductibles

In respect of loss or damage:
Major Perils shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious damage, subsidence, collapse, earthquake, testing or commissioning and the consequences of defective design, specification, materials or workmanship (DE4).
Minor Perils shall mean damage caused by a peril not defined as Major Perils defined above.

| **Contracts with a contract value** | **Major perils** | **Minor perils** |
|---|---|---|
| 0 to R100,000,000 | R25,000 | R15,000 |
| R100,000,001 to R250,000,000 | R50,000 | R15,000 |
| R250,000,001 to R500,000,000 | R100,000 | R25,000 |
| R500,000,001 to R1,000,000,000 | R150,000 | R25,000 |
| Minimum wet risk deductible | R100,000 per occurrence to apply | |
| Electrical Cables, Wiring and Accessories | 10% of claim minimum R100,000 | |

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

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

**PUBLIC LIABILITY**

Cover Provided

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

Insurer: Santam
Policy Number: 6000/132335
Territorial Limits: The Republic of South Africa.
Insured Contracts: All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but Excluding:

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 but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For

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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 | |

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| | |
|---|---|
| | 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:-**<br>• deliberate, conscious and intentional disregard to take reasonable precautions. fines, penalties, punitive and exemplary damages.<br>• Pollution unless caused by a sudden, unintended and unexpected occurrence.<br>• cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence.<br>• the hazardous nature of asbestos.<br>• War And Terrorism Risks.<br>• Nuclear Risks.<br>• Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities<br>• Compulsory Insurance<br>• Loss or damage and any consequence therefrom to any Data<br>• Sanctions Exclusion Grid Failure |

**PROFESSIONAL INDEMNITY**

| | |
|---|---|
| Cover Provided | **Professional Indemnity**<br>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.<br>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 | Santam |
| Policy Number | 6000/132337 |
| Jurisdiction | Worldwide excluding North America |
| Insured Contracts | All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding:**<br>a) Contracts which at award stage have a value in excess of R 1,000,000,000.<br>b) Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period).<br>c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.<br>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. |

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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.<br>*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.<br><br>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.<br>• Excludes Supervision.<br>• Excludes liability arising out of environmental impairment / pollution Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution. |

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

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

**Langa Sigodi**



Account Executive: Corporate and Global Markets

# T2.2-32: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor (Bank/Insurer) .....

Address .....

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

Signed .....

Name .....

Capacity .....

On behalf of (name of tenderer) .....

.....

Date .....

**Confirmed by Guarantor's Authorised Representative**

Signature(s) .....

Name (print) .....

Capacity .....

On behalf of Guarantor (Bank/insurer) .....

Date .....

# T2.2-33: 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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# TRANSNET VENDOR REGISTRATION FORM

# T2.2-34 Supplier Declaration Form

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

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

**General Terms and Conditions:**

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

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

The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Transnet in writing of such change, failing which any payments made by Transnet into the nominated account will constitute a full discharge of the indebtedness of Transnet to the Supplier in respect of the payment so made. Transnet will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such an event, the Service Provider indemnifies and holds Transnet harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Transnet any costs associated herewith.
Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (Large Enterprises and QSEs less than 51% black owned) as well as sworn affidavits in the case of EMEs and QSEs with more than 51% black ownership as per Appendices C and D.

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

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

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

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

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

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

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

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

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

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

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

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

# SUPPLIER DECLARATION FORM

## Supplier Declaration Form

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

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

| Did your company previously operate under another name? | Yes | | No | |
|---|---|---|---|---|
| If **YES** state the previous details below: | | | | |

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

| Your Current Company's VAT Registration Status | |
|---|---|
| VAT Registration Number | |

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

| | | | |
|---|---|---|---|
| Company Banking Details | | Bank Name | |
| Universal Branch Code | | Bank Account Number | |

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

| | |
|---|---|
| Company Contact Person Name | |
| Designation | |
| Telephone | |
| Email | |

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

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

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Does your company have a valid proof of B-BBEE status? | Yes | | No | | | | | | |
| Please indicate your Broad Based BEE status (Level 1 to 9) | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** |

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

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

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

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

| | |
|---|---|
| they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.). | |

| | |
|---|---|
| **DEVELOPMENT PLAN DOCUMENT**<br>Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company. | YES ○ NO ○<br>*If Yes- Attach supporting documents |
| **ENTERPRISE DEVELOPMENT BENEFICIARY**<br>A supplier that is not as yet in our value chain that we are assisting in their developmental area. | YES ○ NO ○ |
| **SUPPLIER DEVELOPMENT BENEFICIARY**<br>A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.) | YES ○ NO ○ |
| **GRADUATION FROM ED TO SD BENEFICIARY**<br>When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with. | YES ○ NO ○ |
| **ENTERPRISE DEVELOPMENT RECIPIENT**<br>A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention | YES ○ NO ○ |

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

**APPENDIX B**

Affidavit or Solemn Declaration as to VAT registration status

**Affidavit or Solemn Declaration**

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

Signature:

Designation:

Date:

**Commissioner of Oaths**

Thus signed and sworn to before me at _____ on this the _____ day of _____ 20_____,
the Deponent having knowledge that he/she knows and understands the contents of this Affidavit, and that he/she has no objection to taking the prescribed oath, which he/she regards binding on his/her conscience and that the allegations herein contained are all true and correct.

_____
Commissioner of Oaths

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

# THE CONTRACT

# PART C1: AGREEMENTS AND CONTRACT DATA

# C1.1 FORM OF OFFER AND ACCEPTANCE

# C1.1: Form of Offer & Acceptance

## Offer

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

**TENDER NUMBER: TNPA/2026/07/0002/114609/RFP**
**DESCRIPTION OF THE WORKS: REHABILITATION OF BAYHEAD ROAD EXTENSION AND IRAN ROAD IN THE PORT OF DURBAN FOR A PERIOD OF EIGHT (8) 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:**

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

Tenderer's CIDB registration number:

**Note:**

***This Form of Offer and Acceptance must be completed, signed, and submitted with for TNPA to consider your Tender Submission.***

# 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 Employe*r'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**<br>**Transnet National Ports Authority**<br>**Queens Warehouse**<br>**237 Mahatma Gandhi Road**<br>**Durban**<br>**4001** | |
| 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 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |

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(s) | ..... | ..... |
| Name(s) | ..... | ..... |
| Capacity | ..... | ..... |
| **for the tenderer** | | **Transnet SOC Ltd**<br>**Transnet National Ports Authority**<br>**Queens Warehouse**<br>**237 Mahatma Gandhi Road**<br>**Durban**<br>**4000** |
| Name & *signature* of witness | | |
| Date | ..... | |

# C1.2 CONTRACT DATA (PARTS 1 & 2)

# C1.2 Contract Data

## Part one - Data provided by the *Employer*

| Clause | Statement | Data |
|---|---|---|
| 1 | **General** | |
| | The *conditions of contract* are the core clauses and the clauses for main Option | **B: Priced contract with Bill of Quantities** |
| | dispute resolution Option | **W1: Dispute resolution procedure** |
| | and secondary Options | **X2 Changes in the law**<br>**X5 Sectional Completion**<br>**X7 Delay damages**<br>**X13 Performance Bond**<br>**X16 Retention**<br>**X18 Limitation of liability**<br>**Z Additional conditions of contract** |
| | of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013) | |

| | | |
|---|---|---|
| 10.1 | The *Employer* is: | **Transnet SOC Ltd**<br>**(Registration No. 1990/000900/30)** |
| | Address | Registered address:<br>**Transnet Corporate Centre**<br>**96 Rissik Street**<br>**Braamfontein**<br>**Johannesburg**<br>**2000** |
| | Having elected its Contractual Address for the purposes of this contract as: | **Transnet National Ports Authority**<br>**Transnet SOC Ltd**<br>**Queens Warehouse**<br>**237 Mahatma Gandhi Road**<br>**1st Floor**<br>**Durban**<br>**4000** |
| 10.1 | The *Project Manager* is: (Name) | **T.B.A.** |
| | Address | **Queens Warehouse**<br>**237 Mahatma Gandhi Road**<br>**1st Floor**<br>**Durban** |
| | Tel | **T.B.A.** |
| | e-mail | **T.B.A.** |
| 10.1 | The *Supervisor* is: (Name) | **T.B.A.** |
| | Address | **Queens Warehouse**<br>**237 Mahatma Gandhi Road**<br>**1st Floor**<br>**Durban** |
| | Tel No. | **T.B.A.** |
| | e-mail | **T.B.A.** |
| 11.2(13) | The *works* are | **REHABILITATION OF BAYHEAD ROAD EXTENSION AND IRAN ROAD IN THE PORT OF DURBAN FOR A PERIOD OF EIGHT (8) MONTHS** |

| | | |
|---|---|---|
| 11.2(14) | The following matters will be included in the Risk Register | **1. Port operations shall take precedence over construction activities. Bayhead and Iran Road will remain operational to the public and TNPA clients. The *Contractor* is to develop a comprehensive traffic management plan that mitigates disruptions to port operations during construction.**<br>**2. The Port experiences excessively high traffic volumes on Bayhead Road (roughly 13 000 vehicles on the busiest days) with heavy vehicles comprising approximately 50%.**<br>**3. Unknown underground services that may be exposed during construction. *Contractor* to detect services before excavation and protect exposed services from theft.**<br>**4. Damage to municipal infrastructure such as sewer or water infrastructure.**<br>**5. Business Forum management.** |
| 11.2(15) | The *boundaries of the site* are | **As stated in Part C4.1. Description of the Site and its surroundings"** |
| 11.2(16) | The Site Information is in | **Part C4** |
| 11.2(19) | The Works Information is in | **Part C3** |
| 12.2 | The *law of the contract* is the law of | **the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.** |
| 13.1 | The *language of this contract* is | **English** |
| 13.3 | The *period for reply* is | **Two (2) weeks** |
| **2** | **The *Contractor*'s main responsibilities** | **No additional data is required for this section of the *conditions of contract*.** |
| **3** | **Time** | |
| 11.2(3) | The *completion date* for the whole of the *works* is | **30 July 2027** |
| 11.2(9) | The *key dates* and the *conditions* to be met are: | ***Key dates* for Construction Sequencing Stages 1-6 are as stated in the Part C3: Works Information and B1224 of Annexure A: Project Specifications.** |

| | | | |
|---|---|---|---|
| 30.1 | The *access dates* are | **Part of the Site**<br>**1 Rehabilitation of Bayhead Road Extension and Iran Road in the Port of Durban** | **Date**<br>**01 February 2027.** |
| 31.1 | The *Contractor* is to submit a first programme for acceptance within | **Two (2) weeks of the Contract Date.** | |
| 31.2 | The *starting date* is | **01 December 2026** | |
| 32.2 | The *Contractor* submits revised programmes at intervals no longer than | **Two (2) weeks.** | |
| 35.1 | The *Employer* is not willing to take over the *works* before the Completion Date. | | |
| **4** | **Testing and Defects** | | |
| 42.2 | The *defects date* is | **Fifty-Two (52) weeks after Completion of the whole of the *works*.** | |
| 43.2 | The *defect correction period* is | **Two (2) weeks** | |
| **5** | **Payment** | | |
| 50.1 | The *assessment interval* is monthly on the | **25th (twenty fifth) day of each successive month.** | |
| 51.1 | The *currency of this contract* is the | **South African Rand.** | |
| 51.2 | The period within which payments are made is | **Payment will be 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 *interest rate* is | **the prime lending rate of the Rand Merchant Bank (RMB) of South Africa.** | |
| **6** | **Compensation events** | | |
| 60.1(13) | The *weather measurements* to be recorded for each calendar month are, | **the cumulative rainfall (mm)**<br>**the number of days with rainfall more than 10 mm** | |

| | | |
|---|---|---|
| | | **the number of days with minimum air temperature less than 0 degrees Celsius**<br><br>**the number of days with snow lying at 08:00 hours South African Time.** |
| | The place where weather is to be recorded (on the Site ) is: | **The *Contractor*'s Site establishment area** |
| | The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at: | **Durban Weather Station** |
| | and which are available from: | **South African Weather Service 012 367 6023 or info3@weathersa.co.za** |
| **7** | **Title** | **No additional data is required for this section of the *conditions of contract*.** |
| **8** | **Risks and insurance** | |
| 80.1 | These are additional *Employer*'s risks | **None** |
| 84.1 | The *Employer* provides these insurances from the Insurance Table | |
| | 1 Insurance against: | **Loss of or damage to the *works*, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.** |
| | Cover / indemnity: | **to the extent as stated in the insurance policy for Contract Works / Public Liability** |
| | The deductibles are: | **as stated in the insurance policy for Contract Works / Public Liability** |
| | 2 Insurance against: | **Loss of or damage to property (except the *works*, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor)* arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability.** |

| | | | |
|---|---|---|---|
| | | Cover / indemnity | **Is to the extent as stated in the insurance policy for Contract Works / Public Liability** |
| | | The deductibles are | **as stated in the insurance policy for Contract Works / Public Liability** |
| | 3 | Insurance against: | **Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability** |
| | | Cover / indemnity | **Is to the extent as stated in the insurance policy for Contract Works / Public Liability** |
| | | The deductibles are: | **As stated in the insurance policy for Contract Works / Public Liability** |
| | 4 | Insurance against: | **Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon** |
| | | Cover / indemnity | **Cover / indemnity is to the extent provided by the SASRIA coupon** |
| | | The deductibles are | **The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.** |
| | | Note: | **The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."** |
| 84.1 | The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is | | **The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.** |
| | The *Contractor* provides these additional Insurances | | **1. Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected** |

2. **Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**

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

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

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

| | | |
|---|---|---|
| 84.2 | The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is | **Whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.** |
| 84.2 | The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from: | **Principal Controlled Insurance policy for Contract** |
| **9** | **Termination** | **There is no additional Contract Data required for this section of the *conditions of contract*.** |
| **10** | **Data for main Option clause** | |
| **B** | **Priced contract with Bill of Quantities** | **No additional data is required for this Option.** |
| 60.6 | The *method of measurement* is | **The Bill of Quantities have been measured in accordance with The Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition) prepared by the Committee of Land Transport Officials, (COLTO) unless indicated otherwise.** |
| **11** | **Data for Option W1** | |
| W1.1 | The *Adjudicator* is | **Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the *Adjudicator*, the Chairman of the Association of Arbitrators will appoint an *Adjudicator*.** |
| W1.2(3) | The *Adjudicator nominating body* is: | **The Chairman of the Association of Arbitrators (Southern Africa)** |
| | If no *Adjudicator nominating body* is entered, it is: | **the Association of Arbitrators (Southern Africa)** |
| W1.4(2) | The *tribunal* is: | **Arbitration** |

| | | | | |
|---|---|---|---|---|
| W1.4(5) | The *arbitration procedure* is | **The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)** | | |
| | The place where arbitration is to be held is | **Durban, Kwa-Zulu Natal, South Africa** | | |
| | The person or organisation who will choose an arbitrator<br>- if the Parties cannot agree a choice or<br>- if the arbitration procedure does not state who selects an arbitrator, is | **The Chairman of the Association of Arbitrators (Southern Africa)** | | |
| **X2** | **Changes in the law** | **No additional data is required for this Option** | | |
| **X5** | **Sectional Completion** | | | |
| X5.1 | The *completion date* for each *section* of the *works* (as defined in the Works Information and B1224 of Annexure A: Project Specifications) is: | ***Section*** | **Description** | ***Completion date*** |
| | | **1** | **Stage 1 Out-Bound** | **01 February 2027 (1.0 month after the access date)** |
| | | **2** | **Stage 2 In-Bound** | **01 March 2027 (2.0 months after the access date)** |
| | | **3** | **Stage 3 Out-Bound** | **01 April 2027 (3.0 months after the access date)** |
| | | **4** | **Stage 4 In-Bound** | **16 April 2027 (3.5 months after the access date)** |
| | | **5** | **Stage 5 In Coming Lane** | **03 May 2027 (4.5 months after the access date)** |
| | | **6** | **Stage 6 Out Going Lane** | **03 June 2027 (5.0 months after the access date)** |

| | | | | |
|---|---|---|---|---|
| **X5 & X7** | **Sectional Completion and delay damages used together** | | | |
| X7.1<br>X5.1 | Delay damages for late Completion of the *sections* of the *works* (as defined in the Works Information and B1224 of Annexure A: Project Specifications) are: | ***Section*** | **Description** | **Amount per day** |
| | | **1 – 6** | **Inbound** | **R 50,000.00 (per day, jointly)** |
| | | **1 – 6** | **Outbound** | **R 50,000.00 (per day, jointly)** |
| | Remainder of the *works* | | | **Total delays capped at 10% of contract value.** |
| **X13** | **Performance bond** | | | |
| X13.1 | The amount of the performance bond is | **Five percent (5%) of the total of the Prices including VAT.** | | |
| **X16** | **Retention** | | | |
| X16.1 | The retention free amount is | **Nil** | | |
| | The retention percentage is | **Ten percent (10%) on all payments certified.** | | |
| **X18** | **Limitation of liability** | | | |

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

| | | |
|---|---|---|
| **Z** | ***Additional conditions of contract* are*:*** | |
| **Z.1** | **Dayworks** | **Section 1800 (Dayworks) of the *Bill of quantities* covers the listing of daywork items for use by the *Project Manager* to facilitate payment to the *Contractor* under clause 60 of the NEC 3 *conditions of contract* for work of a minor or incidental nature which cannot be quantified in specific units in the Pricing Schedule, or work ordered by the *Project Manager* during the construction period which was not foreseen at tender stage and for which no applicable rate exists in the Pricing Schedule. If the *Project Manager* chooses to use this method for facilitating payment for work of a minor or incidental nature, the Compensation Event payment through clause 60 of defined costs plus a fee will not apply to such works. Work will be measured under Section 1800 (Dayworks) of the Pricing Schedule. The determination for the use of daywork items will be at the sole discretion of the *Project Manager*.** |
| **Z1** | **Obligations in respect of Job Creation** | |
| **Z1.1** | | **It will be a material term of this contract that the *Contractor* must contribute to the *Employer's* job-creation objectives as set out in Returnable Schedule T2.2-20 Job Creation.** |
| **Z1.2** | | **The *Contractor's* undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T2.2-20 Job Creation will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the *Contractor* has failed in full to meet this specific material term of the contract, which may constitute a reason for termination.** |

| | | |
|---|---|---|
| **Z1.3** | | **The *Contractor* shall provide to the *Employer*, on a monthly basis or upon receiving an instruction to do so by the *Project Manager*, any documentation and/or evidence required by the *Employer*, which in the *Employer*'s opinion would be necessary to verify whether the *Contractor* has maintained the job-creation undertaking as stipulated in Returnable Schedule T2.2-20 Job Creation. The *Contractor* shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.** |
| **Z2** | **Obligations in respect of Subcontracting** | |
| **Z2.1** | | **The *Contractor's* Subcontracting percentage as detailed in the tender submission Returnable T2.2-30 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the *Contractor* has failed in full to meet the material term of the contract, which may constitute a reason for termination.** |
| **Z2.2** | | **The *Contractor* shall report to the *Employer* on a monthly basis during the term of the Contract, the amounts spent on each sub-contractor.** |

| | | |
|---|---|---|
| **Z2.3** | | **Insert addition to Clause 26.2. The *Contractor* may not replace any sub-contractor without acceptance of the *Project Manager. The Project Manager* shall before acceptance of a replacement by the *Contractor* of any sub-contractor as detailed in the tender submission Returnable T2.2-30, obtain representations or input from the initial sub-contractor to make an informed decision as to the proposed replacement. The sub-contracting arrangement/contract remains between the *Contractor* and sub-contractor.** |
| **Z3** | **Additional clause relating to Performance Bonds and/or Guarantees** | |
| **Z3.1** | | **The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the *Employer* by a financial institution reasonably acceptable to the *Employer.*** |

| | | |
|---|---|---|
| **Z4** | **Protection of Personal Information Act** | |
| **Z4.1** | | **The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.** |
| **Z5** | **Additional clauses relating to Joint Venture** | |
| | | **Insert the additional core clause 27.5**<br><br>**27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.**<br>**The Joint Venture agreement shall contain but not be limited to the following:**<br><br>• **A brief description of the Contract and the Deliverables;**<br>• **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**<br>• **The constituent's interests;**<br>• **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**<br>• **Details of an internal dispute resolution procedure;** |

| | |
|---|---|
| **Z5.1** | • **Written confirmation by all of the constituents:**<br>**i. of their joint and several liabilities to the *Employer* to Provide the Works;**<br>**ii. identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;**<br>**iii. Identification of the roles and responsibilities of the constituents to provide the Works.**<br>• **Financial requirements for the Joint Venture:**<br>**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;**<br>**v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.** |
| **Z5.2** | **Insert additional core clause 27.6**<br>**27.6. The *Contractor* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer.*** |

| | | |
|---|---|---|
| **Z6** | **Additional obligations in respect of Termination** | |
| **Z6.1** | | **The following will be included under core clause 91.1:**<br>**In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and**<br><br>**Under the second main bullet, insert the following additional bullets after the last sub-bullet:**<br>• **commenced business rescue proceedings (R22)**<br>• **repudiated this Contract (R23)** |
| **Z6.2** | **Termination Table** | **The following will be included under core clause 90.2 Termination Table as follows:**<br><br>**Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"** |
| **Z6.3** | | **Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."** |
| **Z7** | **Right Reserved by the *Employer* to Conduct Vetting through SSA** | |
| **Z7.1** | | **The *Employer* reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any *Contractor* who has access to National Key Points for the following without limitations:**<br><br>**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.**<br><br>**3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.** |
| **Z8** | **Additional Clause Relating to Collusion in the Construction Industry** | |
| **Z8.1** | | **The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.** |
| **Z9** | **Transfer of rights** | **The *Employer* owns the *Contractor's* rights over material, including but not limited to design and documentation, prepared for this contract by the *Contractor* except as stated otherwise in the Works Information. The *Contractor* obtains other rights for the *Employer* as stated in the Works Information and obtains from a Sub-C*ontractor* or third party equivalent rights for the *Employer* of the material prepared by the Sub-*Contractor*. The *Contractor* provides to the *Employer* the documents which transfer these rights to the *Employer* at no costs to the *Employer.*** |

| | | |
|---|---|---|
| **Z10** | **The first *assessment interval*** | |
| **Z10.1** | | **In the event that the *Contractor* is not loaded on the vendor data base, the *Project Manager's* first assessment of the amount due will be done once the *Contractor* has been successfully loaded as a vendor on the *Employers* data base following submitting all valid updated documents to the Procurement officer. Therefore, on NEC ECC Clause 50.1 the following text is removed in its entirety "and is no later than the *assessment* interval after the *starting* date"** |
| **Z11** | **CIDB B.U.I.L.D Participation Programme** | |
| | | **The contractor shall achieve in the performance of the contract the <u>Contract Participation Goals (CPG)</u> 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 GN 54575 of April 2026)".** |

# C1.2 Contract Data

## Part two - Data provided by the *Contractor*

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

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

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

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

| | | | | |
|---|---|---|---|---|
| 22 in SSCC | The rates of other Equipment are: | **Equipment** | **Size or capacity** | **Rate** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| 61 in SSCC | The hourly rates for Defined Cost of design outside the Working Areas are | **Category of employee** | | **Hourly rate** |
| | **ECSA Gazetted Designated Rates Category A - D** | | | |
| | | | | |
| | | | | |
| | | | | |
| 62 in SSCC | The percentage for design overheads is | **%** | | |
| 63 in SSCC | The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are: | ..... | | |
| | | ..... | | |
| | | ..... | | |
| | | ..... | | |

# C1.3 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/2026/07/0002/114609/RFP**

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

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

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

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

I/We the undersigned .....

on behalf of the Guarantor .....

of physical address .....

.....

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

1. The terms *Employer*, *Contractor*, *Project Manager*, *works* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.

2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.

3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.

4. This bond will lapse on the earlier of

   - the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or

   - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.

5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims

and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.

6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.

7. Our total liability hereunder shall not exceed the sum of:
(say)

_____

R _____

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

Signed on this day of 2026
at

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

# PART C2: PRICING DATA

# PART 2: PRICING DATA

| Document reference | Title | No of pages |
|---|---|---|
| C2.1 | Pricing instructions for Bill of Quantities | 6 |
| C2.2 | Bill of Quantities | 22 |

# C2.1 Pricing instructions: Option B

## 1. The *conditions of contract*

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

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

**Identified and defined terms** 11 11.2

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

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

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

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

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 (April 2013) 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 bills of quantities. On the other hand, because ECC3 caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement 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

## 2.2Symbols

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

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

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

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

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

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

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

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

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

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

2.2.9 The price against each item shall be deemed to take cognizance of the preambles and supplementary preambles within the boq, works information and all other documentation attached to the tender document.

**CIDB B.U.I.L.D**

**Contract Skills Development**

*The contractor shall determine the contract skills participation goals, expressed in Rand, which shall be not be less than the contract amount multiplied by a percentage (%) factor given in*

## Table 2: Contract Skills Development Goals for Different Classes of Engineering and Construction Works Contracts

| Class of Construction Works | Description | Contract Skills Development Goal (CSDG) (%) |
|---|---|---|
| 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 Works | 0.25% |
| PS | All Built Environment Professional Services or a Service Contract | All Built Environment Professional Services or a Service Contract |

**Payment to the contractor to accommodate Part/ full occupational qualification and Trade qualification**:

The contractor shall apportion the learners in the different construction activities based on the scope of work.

The cost of accommodating learners will be determined by using Table 3 in the Standard and this cost will be used to determine the value in Rands and will be added to the provisions for training as provided for in the Preliminary & General section in the Bill of Quantities/ Pricing schedules/ Activity schedule.

**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 be added to 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.

**Indirect Targeting – Enterprise Development**

The Employer shall determine the amount 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 Items in the Bill of Quantities.

# C2.2 the *bill of quantities*

# C2.2 The *Bill of Quantities*



| Section | INDEX | PAGE |
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| 2200 | PREFABRICATED CULVERTS | 8 |
| 3300 | MASS EARTHWORKS | 9 |
| 3800 | BREAKING UP EXISTING PAVEMENT LAYERS | 10 |
| 3900 | PATCHING AND REPAIRING EDGE BREAKS | 11 |
| 4100 | PRIME COAT | 12 |
| 4200 | ASPHALT BASE AND SURFACING | 13 |
| 5400 | GUARDRAILS | 14 |
| 5600 | ROAD SIGNS | 15 |
| 5700 | ROAD MARKINGS | 16 |
| 5900 | FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS | 17 |
| 6600 | NO-FINES CONCRETE, JOINTS, BEARINGS, BOLT GROUPS FOR ELECTRIFICATION, PARAPETS AND DRAINAGE FOR STRUCTURES | 18 |
| 8100 | TESTING MATERIALS AND WORKMANSHIP | 19 |
| | SUMMARY OF ROADWORKS | 20 |

**CONTRACT No.** **TNPA/2026/07/0002/114609/RFP**

**TITLE:** **REHABILITATION OF BAYHEAD ROAD EXTENSION AND IRAN ROAD IN THE PORT OF DURBAN FOR A PERIOD OF EIGHT (8) MONTHS**

**SECTION: 1200 GENERAL REQUIREMENTS AND PROVISIONS**

| ITEM | DESCRIPTION | UNIT | QUANTITY | RATE (R) | AMOUNT (R) |
|---|---|---|---|---|---|
| B12.01 | Protection, removal, realignment and replacement of services | | | | |
| | (a) Utility Services | | | | |
| | (i) Locating existing Services | PC Sum | 1 | 100,000.00 | 100,000.00 |
| | (ii) Handling cost and profit in respect of subitem B12.01(a)(i) | % | 100,000.00 | | 0.00 |
| | (iii) Relocating services | PC Sum | 1 | 250,000.00 | 250,000.00 |
| | (iv) Handling cost and profit in respect of subitem B12.01(a)(iii) | % | 250,000.00 | | 0.00 |
| B12.02 | HAZCON Study | | | | |
| | (a) Undertake a HAZCON Study prior to the commencement of the Works | PC Sum | 1 | 300,000.00 | 300,000.00 |
| | (b) Handling cost and profit in respect of subitem B12.02(a) | % | 300,000.00 | | 0.00 |
| B12.03 | Construction Health and Safety Agent (Professionally registered as a Construction Health and Safety Agent with the SACPCMP) to be appointed on behalf of the client to perform all CR5 related duties as per the Construction Regulations 2014 | PC Sum | 1 | 160,000.00 | 160,000.00 |
| | (a) Handling cost and profit in respect of item B12.03 | % | 160,000.00 | | 0.00 |
| | **Enterprise Development (CIDB B.U.I.L.D PROGRAM)** | | | | |
| | Indirect Targeting for Enterprise Development though Construction Works Contracts, Gazette Notice No.36190 of 25 February 2013<br>(a) Enterprise Development of Targeted Enterprise or JV partners | | | | |
| | (a.1) Needs Analysis and Enterprise Development Plan per Targeted Enterprise | Item | 1 | R50 000.00 | |
| | (a.2) Monitoring and Interim Reporting per Targeted Enterprise | Per Quarter | 4 | R160 000.00 | |
| | (a.3) Project Completion Report per Targeted Enterprise | Item | 1 | R50 000.00 | |
| | **Total (a.1 + a.2 + a.3)** | **Prov Sum** | | | **R260 000.00** |
| | **Contract Participation Goal (CPG) in relation to Subcontracting / Supplier Development of Targeted Enterprises as a Condition of Tender to be In Accordance With Indirect Targeting for Enterprise Development though Construction Works Contracts, Gazette Notice No.36190 of 25 February 2013** | | | | |
| **TOTAL FOR SECTION 1200 CARRIED FORWARD TO SUMMARY** | | | | | |

**CONTRACT No.** **TNPA/2026/07/0002/114609/RFP**

**TITLE:** **REHABILITATION OF BAYHEAD ROAD EXTENSION AND IRAN ROAD IN THE PORT OF DURBAN FOR A PERIOD OF EIGHT (8) MONTHS**

**SECTION: 1300 CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**

| ITEM | DESCRIPTION | UNIT | QUANTITY | RATE (R) | AMOUNT (R) |
|---|---|---|---|---|---|
| B13.01 | Contractor's general obligations | | | | |
| | (a) Fixed obligations | L/sum | 1 | | |
| | (b) Value-related obligations | L/sum | 1 | | |
| | (c) Time-related obligations: | | | | |
| | (i) Mobilisation Period | month | 2 | | |
| | (ii) Execution of the works | month | 6 | | |
| | (d) Health and safety obligation | month | 6 | | |
| | (e) Environmental obligation | month | 6 | | |
| | (f) Monthly reporting cost | month | 6 | | |
| | (g) Security on site | month | 6 | | |
| | NB: Should the combined total tendered for sub items (a), (b), and (c) exceed 15% of the tender sum (excluding CPA, contingencies and VAT), the tenderer shall state his reasons in writing for tendering in this manner. | | | | |
| **TOTAL FOR SECTION 1300 CARRIED FORWARD TO SUMMARY** | | | | | |

**CONTRACT No.** **TNPA/2026/07/0002/114609/RFP**

**TITLE:** **REHABILITATION OF BAYHEAD ROAD EXTENSION AND IRAN ROAD IN THE PORT OF DURBAN FOR A PERIOD OF EIGHT (8) MONTHS**

**SECTION: 1500 ACCOMMODATION OF TRAFFIC**

| ITEM | DESCRIPTION | UNIT | QUANTITY | RATE (R) | AMOUNT (R) |
|---|---|---|---|---|---|
| B15.01 | Accommodating traffic and maintaining temporary deviations | | | | |
| | (a) on Bayhead Road and surrounding roads | km | 10 | | |
| B15.03 | Temporary traffic-control facilities | | | | |
| | (a) Flagmen | man-day | 1500 | | |
| | (b) Portable STOP and GO-RY signs | No | 8 | | |
| | (e) Road signs, R- and TR-series, (1200mm diameter) | No | 20 | | |
| | (f) Road signs, TW-series | | | | |
| | (i) 1500mm sides | No | 20 | | |
| | (ii) 1200mm x 1600mm | No | 18 | | |
| | (g) Road signs, STW-, DTG-, TGS-, TG- and series (excluding delineators and barricades) | m² | 40 | | |
| | (h) Delineators (TW401 and TW402) | | | | |
| | (i) Single 600mm x 150mm | No | 2500 | | |
| | (ii) Double sided blade 800mm x 200mm | No | 750 | | |
| | (j) Traffic cones | | | | |
| | (i) 750mm high | No | 250 | | |
| | (ii) 1300mm high | No | 60 | | |
| | (l) Concrete barriers | No | 50 | | |
| | (i) Movable barriers (plastic - F-Type) fitted with STOP signs on both sides | m | 50 | | |
| | (m) Two-way communication device | No | 4 | | |
| | (n) Other traffic control measures ordered by the engineer | | | | |
| | (i) Provision of other traffic control measures | PC Sum | 1 | 750,000.00 | 750,000.00 |
| | (ii) Handling costs and profit in respect of subitem B15.03 (n) (i) | % | 750,000.00 | | 0.00 |
| | (o) Temporary information signs (TIN series) | m² | 30 | | |
| | (p) Extra Over subitems B15.03 (e), (f), (g) for using diamond grade high visibility material | m² | 124 | | |
| | (q) Covering of signs | m² | 60 | | |
| | **CARRIED FORWARD TO THE NEXT PAGE** | | | | |

**CONTRACT No.** **TNPA/2026/07/0002/114609/RFP**

**TITLE:** **REHABILITATION OF BAYHEAD ROAD EXTENSION AND IRAN ROAD IN THE PORT OF DURBAN FOR A PERIOD OF EIGHT (8) MONTHS**

**SECTION: 1500 ACCOMMODATION OF TRAFFIC**

| ITEM | DESCRIPTION | UNIT | QUANTITY | RATE (R) | AMOUNT (R) |
|---|---|---|---|---|---|
| | **BROUGHT FORWARD FROM THE PREVIOUS PAGE** | | | | |
| B15.04 | Moving concrete barriers to new positions | m | 2000 | | |
| B15.10 | Accommodation of traffic where the road is constructed in half-widths | km | 6 | | |
| B15.14 | Amber flashing lights mounted on signs | No | 16 | | |
| B15.15 | Provision of traffic safety equipment for visitors | | | | |
| | (a) Safety jackets | No | 20 | | |
| | (b) Hard hats | No | 20 | | |
| B15.16 | Provision of traffic safety | | | | |
| | (a) Traffic safety officer | Month | 6 | | |
| | (b) Traffic safety vehicle(s) | Month | 6 | | |
| B15.17 | Accommodation of traffic as and when required by the engineer | hr/lane-km | 72 | | |
| B15.18 | Flashing Illuminated Arrow Board | No | 6 | | |
| B15.19 | Variable Message Signs mounted on trailers | No.month | 24 | | |
| B15.20 | Penalties | | | | |
| | (a) Fixed penalty per occurence | No | | -20,000.00 | Rate Only |
| | (b) Time related penalty | hr | | -5,000.00 | Rate Only |
| | (c) Late occupation of stage sequences | day | | -50,000.00 | Rate Only |
| **TOTAL FOR SECTION 1500 CARRIED FORWARD TO SUMMARY** | | | | | |

**CONTRACT No.** **TNPA/2026/07/0002/114609/RFP**

**TITLE:** **REHABILITATION OF BAYHEAD ROAD EXTENSION AND IRAN ROAD IN THE PORT OF DURBAN FOR A PERIOD OF EIGHT (8) MONTHS**

**SECTION: 1600 OVERHAUL**

| ITEM | DESCRIPTION | UNIT | QUANTITY | RATE (R) | AMOUNT (R) |
|---|---|---|---|---|---|
| 16.01 | Overhaul on materials hauled in excess of a free-haul distance of 0.5km, for haul up to or through 1.0km (restricted overhaul) | $m^3$ | 180 | | |
| 16.02 | Overhaul on material hauled in excess of 1.0km (ordinary overhaul) | $m^3.km$ | 600 | | |
| **TOTAL FOR SECTION 1600 CARRIED FORWARD TO SUMMARY** | | | | | |

**CONTRACT No.** **TNPA/2026/07/0002/114609/RFP**

**TITLE:** **REHABILITATION OF BAYHEAD ROAD EXTENSION AND IRAN ROAD IN THE PORT OF DURBAN FOR A PERIOD OF EIGHT (8) MONTHS**

**SECTION: 1700 CLEARING AND GRUBBING**

| ITEM | DESCRIPTION | UNIT | QUANTITY | RATE (R) | AMOUNT (R) |
|---|---|---|---|---|---|
| 17.01 | Clearing and grubbing | ha | 2 | | |
| 17.04 | Clearing and grubbing at inlets and outlets of hydraulic structures | $m^2$ | 300 | | |
| B17.05 | Cleaning out of hydraulic structures | | | | |
| | (a) Pipes with an internal diameter up to and including 750mm | $m^3$ | 20 | | |
| | (b) Pipes with an internal diameter excceeding 750mm | $m^3$ | 40 | | |
| | (c) Box culverts up to and including 1.5m vertical dimension | $m^3$ | 20 | | |
| | (d) Box culverts exceeding 1.5m vertical dimension | $m^3$ | 50 | | |
| B17.07 | Cleaning of kerbs, channels, drains, roadway, medium, sidewalks and the like | $m^3$ | 4100 | | |
| B17.08 | Mechanical cleaning of hydraulic structures, pipes and portal culverts | $m^3$ | 950 | | |
| **TOTAL FOR SECTION 1700 CARRIED FORWARD TO SUMMARY** | | | | | |

**CONTRACT No.** **TNPA/2026/07/0002/114609/RFP**

**TITLE:** **REHABILITATION OF BAYHEAD ROAD EXTENSION AND IRAN ROAD IN THE PORT OF DURBAN FOR A PERIOD OF EIGHT (8) MONTHS**

**SECTION: B1800 DAYWORKS**

| ITEM | DESCRIPTION | UNIT | QUANTITY | RATE (R) | AMOUNT (R) |
|---|---|---|---|---|---|
| B18.01 | Personnel | | | | |
| | (a) Unskilled | h | 1559 | | |
| | (b) Semi-skilled | h | 192 | | |
| | (c) Skilled | h | 224 | | |
| | (d) Ganger | h | 24 | | |
| B18.02 | Equipment | | | | |
| | (a) Tipper truck (10m³) | h | 298 | | |
| | (b) Tractor - loader - backhoe (4x4 TLB) | h | 192 | | |
| | (c) 20-ton excavator | h | 120 | | |
| | (d) 140G grader | h | 80 | | |
| | (e) Watercart (18 000 litre) | h | 80 | | |
| | (f) Bitumen distributor truck | h | 24 | | |
| | (g) 27 ton pneumatic roller | h | 115 | | |
| | (h) Bomag 75 pedestrian vibrating roller | h | 125 | | |
| | (i) 1500mm wide milling machine | h | 60 | | |
| | (j) Compressor and jackhammers (9cfm) | h | 120 | | |
| | (j) Generator and angle grider | h | 80 | | |
| | (k) Crane truck | h | 9 | | |
| | (l) Gang Truck | h | 31 | | |
| | (m) Light Duty Vehicle | h | 150 | | |
| | (n) Blower | h | 31 | | |
| | (o) Wacker | h | 40 | | |
| | (p) Bobcat | h | 109 | | |
| | (q) Payloader | h | 63 | | |
| | (r) Compactor | h | 9 | | |
| B18.03 | Materials | | | | |
| | (a) Procurement of materials | PC Sum | 1 | 350,000.00 | 350,000.00 |
| | (b) Contractor's handling costs, profit and all other charges in respect of subitem B18.03 (a) | % | 350,000.00 | | 0.00 |
| B18.04 | Transport | | | | |
| | (a) LDV | km | 2250 | | |
| | (b) Flatbed truck (6 ton) | km | 1250 | | |
| **TOTAL FOR SECTION B1800 CARRIED FORWARD TO SUMMARY** | | | | | |

**CONTRACT No.** **TNPA/2026/07/0002/114609/RFP**

**TITLE:** **REHABILITATION OF BAYHEAD ROAD EXTENSION AND IRAN ROAD IN THE PORT OF DURBAN FOR A PERIOD OF EIGHT (8) MONTHS**

**SECTION: 2200 PREFABRICATED CULVERTS**

| ITEM | DESCRIPTION | UNIT | QUANTITY | RATE (R) | AMOUNT (R) |
|---|---|---|---|---|---|
| B22.21 | Accessories: | | | | |
| | (a) Manhole covers including frames | | | | |
| | (i) Type 2A non-ventilated ductile iron manhole frame and lid (Class D400) | No. | 6 | | |
| | (ii) Type 2A non-ventilated ductile iron manhole frame with con. infill lid (Class D400) | No. | 4 | | |
| | (iii) Type 2B ventilated ductile iron manhole frame and lid (Class D400) | No. | 4 | | |
| | (b) Inlet grids including frames | | | | |
| | (i) Conc. frame and steel grid for Type 3 Grid Inlet complete as per drawing | No. | 4 | | |
| | (d) Precast concrete inlet support beams (heavy duty) | No. | 20 | | |
| | (e) Precast concrete frame and lid (1200x1200 heavy duty) | No. | 10 | | |
| | (f) Precast concrete lid to be placed on (1200x1200 heavy duty frame) | No. | 4 | | |
| | (g) Precast concrete splay (1200x1200 heavy duty – left or right) | No. | 10 | | |
| B22.29 | Repairs to existing concrete elements using high strength non-shrinkage grout | kg | 75 | | |
| B22.30 | Raising or lowering of existing manholes and grid inlets in the roadway | | | | |
| | (a) Type 2A manholes | No. | 3 | | |
| | (b) Type 2B manholes | No. | 2 | | |
| | (c) Grid inlets (up to a maximum dimension of 780x780mm) | No. | 2 | | |
| | Construct 230mm brickwork to existing stormwater structure including all prep work, jointing and finishing off to receive either existing or new precast concrete elements or new cast off site cover and grid inlets (brickwork specifications as per notes on drawings) | $m^2$ | 243 | | |
| **TOTAL FOR SECTION 2200 CARRIED FORWARD TO SUMMARY** | | | | | |

**CONTRACT No.** **TNPA/2026/07/0002/114609/RFP**

**TITLE:** **REHABILITATION OF BAYHEAD ROAD EXTENSION AND IRAN ROAD IN THE PORT OF DURBAN FOR A PERIOD OF EIGHT (8) MONTHS**

**SECTION: 2300** **CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS**

| ITEM | DESCRIPTION | UNIT | QUANTITY | RATE (R) | AMOUNT (R) |
|---|---|---|---|---|---|
| B23.00 | Reinstating gravel shoulders | | | | |
| | (a) Repairs kerbs only | m | 1500 | | |
| | (b) Remove and replace kerbs | m | 1000 | | |
| | (c) Repair channels only | m | 1500 | | |
| | (d) Remove and replace channels | m | 1000 | | |
| **TOTAL FOR SECTION 2300 CARRIED FORWARD TO SUMMARY** | | | | | |

**CONTRACT No.** **TNPA/2026/07/0002/114609/RFP**

**TITLE:** **REHABILITATION OF BAYHEAD ROAD EXTENSION AND IRAN ROAD IN THE PORT OF DURBAN FOR A PERIOD OF EIGHT (8) MONTHS**

**SECTION: 3300 MASS EARTHWORKS**

| ITEM | DESCRIPTION | UNIT | QUANTITY | RATE (R) | AMOUNT (R) |
|---|---|---|---|---|---|
| B33.20 | Reinstating gravel shoulders | | | | |
| | (a) Scarifying, watering, mixing, placing and compacting existing shoulders to 93% of maximum dry density | $m^3$ | 3000 | | |
| | (b) Extra over item B33.20 (a) for adding recovered pavement material from stockpile as directed by the engineer | $m^3$ | 750 | | |
| | (c) Blading | km | 5 | | |
| **TOTAL FOR SECTION 3300 CARRIED FORWARD TO SUMMARY** | | | | | |

**CONTRACT No.** **TNPA/2026/07/0002/114609/RFP**

**TITLE:** **REHABILITATION OF BAYHEAD ROAD EXTENSION AND IRAN ROAD IN THE PORT OF DURBAN FOR A PERIOD OF EIGHT (8) MONTHS**

**SECTION: 3800 BREAKING UP EXISTING PAVEMENT LAYERS**

| ITEM | DESCRIPTION | UNIT | QUANTITY | RATE (R) | AMOUNT (R) |
|---|---|---|---|---|---|
| B38.02 | Milling out existing bituminous and crushed stone material with an average milling depth: | | | | |
| | (a) Up to 50mm (bridge decks only) | $m^3$ | 160 | | |
| | (b) Up to 60mm | $m^3$ | Rate only | | |
| | (c) Exceeding 60mm | $m^3$ | 4000 | | |
| 38.10 | Preparing stockpile sites | $m^2$ | 2000 | | |
| 38.11 | Extra over item 38.10 for watering and compacting stockpile sites | $m^3$ | 1200 | | |
| **TOTAL FOR SECTION 3800 CARRIED FORWARD TO SUMMARY** | | | | | |

**CONTRACT No.** **TNPA/2026/07/0002/114609/RFP**

**TITLE:** **REHABILITATION OF BAYHEAD ROAD EXTENSION AND IRAN ROAD IN THE PORT OF DURBAN FOR A PERIOD OF EIGHT (8) MONTHS**

**SECTION: 3900 PATCHING AND REPAIRING EDGE BREAKS**

| ITEM | DESCRIPTION | UNIT | QUANTITY | RATE (R) | AMOUNT (R) |
|---|---|---|---|---|---|
| 39.01 | Sawing asphalt and granular pavement layers for patching | | | | |
| | (a) Sawing asphalt or cemented pavement layers for patching: | | | | |
| | (ii) Exceeding 50 mm but not exceding 100mm | m² | 880 | | |
| B39.02 | Excavation in existing pavements for patching in all classes of material, irrespective of depth | m³ | 3700 | | |
| 39.03 | (a) Chemically stabilized pavement material (recovered apshalt from milling operations stabilised with 3% normal cement 32,5N and compacted to 98% Mod AASHTO Density) | | | | |
| | (i) Not exceeding 5m² | m² | 2960 | | |
| | (ii) Exceeding 5m² but not exceeding 100m² | m² | 7400 | | |
| | (iii) Exceeding 100m² | m² | 4440 | | |
| B39.04 | Compacting the floors of excavations for patching | m² | 14800 | | |
| 39.05 | Cutting back the edges of the existing surfacing for the repairing of edge breaks | m | 360 | | |
| **TOTAL FOR SECTION 3900 CARRIED FORWARD TO SUMMARY** | | | | | |

**CONTRACT No.** **TNPA/2026/07/0002/114609/RFP**

**TITLE:** **REHABILITATION OF BAYHEAD ROAD EXTENSION AND IRAN ROAD IN THE PORT OF DURBAN FOR A PERIOD OF EIGHT (8) MONTHS**

**SECTION: 4100 PRIME COAT**

| ITEM | DESCRIPTION | UNIT | QUANTITY | RATE (R) | AMOUNT (R) |
|---|---|---|---|---|---|
| B41.01 | Prime coat | | | | |
| | (f) Emulsion base prime | ℓ | 12580 | | |
| **TOTAL FOR SECTION 4100 CARRIED FORWARD TO SUMMARY** | | | | | |

**CONTRACT No.** **TNPA/2026/07/0002/114609/RFP**

**TITLE:** **REHABILITATION OF BAYHEAD ROAD EXTENSION AND IRAN ROAD IN THE PORT OF DURBAN FOR A PERIOD OF EIGHT (8) MONTHS**

**SECTION: 4200 ASPHALT BASE AND SURFACING**

| ITEM | DESCRIPTION | UNIT | QUANTITY | RATE (R) | AMOUNT (R) |
|---|---|---|---|---|---|
| 42.02 | Asphalt surfacing 60mm thick (60 mm-Design level III to B4203) | | | | |
| | (a) Continuously graded | t | 5644.8 | | |
| 42.04 | Tack coat of 30% stable grade emulsion | ℓ | 21120 | | |
| 42.05 | Binder variation (50/70 - AE2) | t | 20 | | |
| 42.09 | Asphalt surfacing on bridge decks (50mm-Design level III to B4203) | | | | |
| | (a) Continuously graded | t | 108 | | |
| 42.02 | Asphalt Base 80mm thick - 20mm stone (60 mm-Design level III to B4203) | | | | |
| | (a) Continuously graded | t | 2273.6 | | |
| 42.04 | Tack coat of 30% stable grade emulsion | ℓ | 6380 | | |
| 42.05 | Binder variation (50/70 - AE2) | t | 20 | | |
| 42.02 | Asphalt surfacing 60mm thick (60 mm-Design level III to B4203) | | | | |
| | (a) Continuously graded | t | 1705.2 | | |
| 42.04 | Tack coat of 30% stable grade emulsion | ℓ | 6380 | | |
| 42.05 | Binder variation (50/70 - AE2) | t | 20 | | |
| 42.09 | Asphalt surfacing on bridge decks (50mm-Design level III to B4203) | | | | |
| | (a) Continuously graded | t | 48 | | |
| 42.10 | 80mm thick EME base course | $m^2$ | 18500 | | |
| 42.11 | Construct asphalt speed hump complete, including setting out, cleaning, tack coat, asphalt, compaction, shaping, road markings, and all incidentals | No. | 10 | | |
| **TOTAL FOR SECTION 4200 CARRIED FORWARD TO SUMMARY** | | | | | |

**CONTRACT No.** **TNPA/2026/07/0002/114609/RFP**

**TITLE:** **REHABILITATION OF BAYHEAD ROAD EXTENSION AND IRAN ROAD IN THE PORT OF DURBAN FOR A PERIOD OF EIGHT (8) MONTHS**

**SECTION: 5400 GUARDRAILS**

| ITEM | DESCRIPTION | UNIT | QUANTITY | RATE (R) | AMOUNT (R) |
|---|---|---|---|---|---|
| 54.01 | Guardrails on concrete posts: | | | | |
| | (a) Galvanised in accordance with SANS 121/ISO 1461 | m | 400 | | |
| 54.03 | Extra over items 54.01, 54.02 and 54.11 for horizontally curved guardrails factory bent to a radius of less than 45m | m | 200 | | |
| 54.04 | End Treatments: | | | | |
| | (a) End wings | No | 12 | | |
| | (c) Bridge adaptors | No | 12 | | |
| 54.05 | Additional guardrail posts | | | | |
| | (a) Concrete | No | 10 | | |
| 54.06 | Reflective Plates | No | 1200 | | |
| 54.07 | Remove existing guardrails | m | 600 | | |
| 54.09 | Re-erection of guardrails with recovered and/or new material | | | | |
| | (a) Single guardrail | m | 600 | | |
| 54.11 | New material required for the re-erection of guardrails with recovered materials: | | | | |
| | (a) Conrete post | No | 20 | | |
| | (b) Timber posts | No | 20 | | |
| | (d) Reflective plates | No | 400 | | |
| | (e ) spacer blocks | No | 20 | | |
| | (f) Splice bolt complete with nut and washer | No | 1200 | | |
| | (g) Post bolt complete with nut and washer | No | 150 | | |
| | (h) Reinforcing plates | No | 150 | | |
| **TOTAL FOR SECTION 5400 CARRIED FORWARD TO SUMMARY** | | | | | |

**CONTRACT No.** **TNPA/2026/07/0002/114609/RFP**

**TITLE:** **REHABILITATION OF BAYHEAD ROAD EXTENSION AND IRAN ROAD IN THE PORT OF DURBAN FOR A PERIOD OF EIGHT (8) MONTHS**

**SECTION: 5600 ROAD SIGNS**

| ITEM | DESCRIPTION | UNIT | QUANTITY | RATE (R) | AMOUNT (R) |
|---|---|---|---|---|---|
| 56.01 | Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black of in Class 1 retroflective material, where the sign board is constructed from: | | | | |
| | (d ) Prepainted galvanised steel profiles (200mm high chromadek or approved equivalent): | | | | |
| | (i) Area not exceeding 2m² | m² | 20 | | |
| | (ii) Area exceeding 2m² but not 10m² | m² | 45 | | |
| 56.02 | Extra over item 56.01 for using: | | | | |
| | (a) Background of retroreflective material: | | | | |
| | (iii) Class III | m² | 40 | | |
| | (b) Lettering, symbols numbers, arrows, emblems and borders of retro-reflective material: | | | | |
| | (ii) Class III | m² | 50 | | |
| 56.03 | Road sign supports (over-head road sign structures excluded): | | | | |
| | (b) Timber (125mm to 150mm - CCA treated) | m | 420 | | |
| 56.05 | Excavation and backfilling for road sign supports (not applicable to kilometer posts) | m³ | 50 | | |
| 56.06 | Extra over item 56.05 for cement-treated soil backfill | m³ | 50 | | |
| B56.10 | Dismantling existing road signs and disposing off site | m² | 75 | | |
| **TOTAL FOR SECTION 5600 CARRIED FORWARD TO SUMMARY** | | | | | |

**CONTRACT No.** **TNPA/2026/07/0002/114609/RFP**

**TITLE:** **REHABILITATION OF BAYHEAD ROAD EXTENSION AND IRAN ROAD IN THE PORT OF DURBAN FOR A PERIOD OF EIGHT (8) MONTHS**

**SECTION: 5700 ROAD MARKINGS**

| ITEM | DESCRIPTION | UNIT | QUANTITY | RATE (R) | AMOUNT (R) |
|---|---|---|---|---|---|
| B57.03 | Thermo-plastic road-marking paint | | | | |
| | (a) White lines (broken or unbroken) | | | | |
| | (i) 100mm wide | km | 3 | | |
| | (ii) 150mm wide | km | 14 | | |
| | (b) Yellow lines (broken or unbroken) | | | | |
| | (i) 150mm wide | km | 6 | | |
| | (d) White lettering and symbols | m² | 1100 | | |
| 57.04 | Variations in rate of application: | | | | |
| | (a) White paint | ℓ | 120 | | |
| | (b) Yellow paint | ℓ | 120 | | |
| | (d) Retro-reflective beads | kg | 25 | | |
| B57.05 | Roadstuds (Supply and Instalation) | | | | |
| | (i) Roadstuds surface type RSA-1 (installation and maintenance) | No | 980 | | |
| B57.06 | Setting out and pre-marking the lines (excluding traffic-island markings, lettering and symbols) | km | 23 | | |
| B57.07 | Re-establishing the painting unit | | | | |
| | (b) During the defects notification period, including accommodation of traffic | L/sum | 1 | | |
| 57.09 | Removal of existing road studs | No | 100 | | |
| **TOTAL FOR SECTION 5700 CARRIED FORWARD TO SUMMARY** | | | | | |

**CONTRACT No.** **TNPA/2026/07/0002/114609/RFP**

**TITLE:** **REHABILITATION OF BAYHEAD ROAD EXTENSION AND IRAN ROAD IN THE PORT OF DURBAN FOR A PERIOD OF EIGHT (8) MONTHS**

**SECTION: 5900 FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS**

| ITEM | DESCRIPTION | UNIT | QUANTITY | RATE (R) | AMOUNT (R) |
|---|---|---|---|---|---|
| 59.01 | Finishing the road and road reserve:<br>(a) Dual carriageway road | km | 3 | | |
| **TOTAL FOR SECTION 5900 CARRIED FORWARD TO SUMMARY** | | | | | |

**CONTRACT No.** **TNPA/2026/07/0002/114609/RFP**

**TITLE:** **REHABILITATION OF BAYHEAD ROAD EXTENSION AND IRAN ROAD IN THE PORT OF DURBAN FOR A PERIOD OF EIGHT (8) MONTHS**

**SECTION:** **6600** **NO-FINES CONCRETE, JOINTS, BEARINGS, BOLT GROUPS FOR ELECTRIFICATION, PARAPETS AND DRAINAGE FOR STRUCTURES**

| ITEM | DESCRIPTION | UNIT | QUANTITY | RATE (R) | AMOUNT (R) |
|---|---|---|---|---|---|
| 66.03 | Proprietary expansion joints: | | | | |
| | (a) Prime cost sum allowed for purchasing and taking delivery of expansion joints | PC Sum | 1 | 850,000.00 | 850,000.00 |
| | (b) Percentage on prime cost sum for charges and profit | % | 850,000.00 | | 0.00 |

**TOTAL FOR SECTION 6600 CARRIED FORWARD TO SUMMARY**

**CONTRACT No.** **TNPA/2026/07/0002/114609/RFP**

**TITLE:** **REHABILITATION OF BAYHEAD ROAD EXTENSION AND IRAN ROAD IN THE PORT OF DURBAN FOR A PERIOD OF EIGHT (8) MONTHS**

**SECTION: 8100 TESTING MATERIALS AND WORKMANSHIP**

| ITEM | DESCRIPTION | UNIT | QUANTITY | RATE (R) | AMOUNT (R) |
|---|---|---|---|---|---|
| B81.02 | Other special tests requested by the Engineer | | | | |
| | a) Employer's contribution to concrete durability tests | | | | |
| | i) Tests for water sorptivity | PC Sum | 1 | | |
| | ii) Tests for oxygen permeability | PC Sum | 1 | | |
| | iii) Tests for chloride conductivity | PC Sum | 1 | | |
| | iv) Tests for concrete cover | PC Sum | 1 | | |
| | b) Other tests | PC Sum | 1 | | |
| 81.03 | Providing testing equipment | | | | |
| | (a) Rolling straight edge | No | 1 | | |
| | Coring existing carriageways to identify existing asphalt thickness | | | | |
| | (a) 100mm cores | No | 200 | | |
| **TOTAL FOR SECTION 8100 CARRIED FORWARD TO SUMMARY** | | | | | |

**CONTRACT No.** **TNPA/2026/07/0002/114609/RFP**

**TITLE:** **REHABILITATION OF BAYHEAD ROAD EXTENSION AND IRAN ROAD IN THE PORT OF DURBAN**

## SUMMARY OF ROADWORKS

| SECTION | DESCRIPTION | AMOUNT (R) |
|---|---|---|
| 1200 | GENERAL REQUIREMENTS AND PROVISIONS | |
| 1300 | CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS | |
| 1500 | ACCOMMODATION OF TRAFFIC | |
| 1600 | OVERHAUL | |
| 1700 | CLEARING AND GRUBBING | |
| B1800 | DAYWORKS | |
| 2200 | PREFABRICATED CULVERTS | |
| 2300 | CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS | |
| 3300 | MASS EARTHWORKS | |
| 3800 | BREAKING UP EXISTING PAVEMENT LAYERS | |
| 3900 | PATCHING AND REPAIRING EDGE BREAKS | |
| 4100 | PRIME COAT | |
| 4200 | ASPHALT BASE AND SURFACING | |
| 5400 | GUARDRAILS | |
| 5600 | ROAD SIGNS | |
| 5700 | ROAD MARKINGS | |
| 5900 | FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS | |
| 6600 | NO-FINES CONCRETE, JOINTS, BEARINGS, BOLT GROUPS FOR ELECTRIFICATION, PARAPETS AND DRAINAGE FOR STRUCTURES | |
| 8100 | TESTING MATERIALS AND WORKMANSHIP | |
| | **TOTAL** | |
| Allow the Sum of 0.2% of Sub total 1 for the CIDB BUILD Fee: | | |
| **SUBTOTAL [2] .TOTAL TENDER SUM CARRIED TO FORM OF OFFER EXCLUDING VAT** | | |

# *Part C2: Pricing Data*

# PART C3: WORKS INFORMATION

# C3.1 EMPLOYER'S WORKS INFORMATION

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**SECTION 1**

# 1 Description of the Works

## 1.1 Executive Overview

In terms of the "Port Development Framework Plans 2022 Update" Transnet National Ports Authority (TNPA) has identified the rehabilitation of Bayhead Road Extension and Iran Road in the Port of Durban as one of the critical short term development initiatives, which will enhance operational capacity at the Port of Durban.

Bayhead Road Extension and Iran Road are one of the major arterials in the Port of Durban. The road's condition has deteriorated rapidly in recent years. TNPA has therefore decided to undertake interim remedial measures to ensure safety on the road and operational efficiency. The remedial measure consists of the milling and replacing of the road surfacing, as well as base patching where necessary.

The Employer's Designs for this contract is based on specialist services undertaken for engineering survey, geotechnical studies, traffic engineering, HAZCON studies and engineering designs.

## 1.2 Employer's Objectives

The Employer's objectives are to achieve completion of the Works by the Completion Date within the allocated budget whilst meeting the safety, environmental and quality objectives contained in the contract documents. This must be achieved with the least amount of disruption to ongoing Port Operations.

Emphasis is placed on the Employer's commitment to safety and environmental management and their objectives of "Zero Harm", of achieving a zero LTI and a zero environmental legal contravention construction contract.

The Employer's project specific objectives are to:

- Provide Port infrastructure ahead of demand,
- Reliability of Port infrastructure,
- Improve efficiency of Port operations,
- Ensure greater investment in Port infrastructure by creating business opportunities

forlocal contractors and SMME's,

- Maintain road infrastructure to ensure customer satisfaction and operational safety,
- Limit congestion and disruptions to operations within the Port.

## 1.3 Purpose

The purpose of this document is to outline the scope of services and deliverables that TNPA will require of a Contractor with the necessary experience and expertise to Provide the *Works* within the specified duration, cost and quality requirements and minimal disruption to Port operations.

## 1.4 Scope of Work

Bayhead and Iran Road are the key access route within the busy Port of Durban, particularly for the container terminals, petroleum and general cargo.

The Works comprise milling the existing road surface to a depth of 60 mm and resurfacing with a 60 mm asphalt layer on Bayhead Road. In addition, Iran Road will comprise the milling of existing surface to a depth of 130 mm and resurfacing with an 80 mm thick EME asphalt base course and a 50 mm thick AE2 wearing course.

Traffic management and construction sequencing is critically important as Bayhead and Iran Road are situated in an active port-environment with ongoing port operations. The Contractor is therefore expected to utilize 24-hour working shifts to mitigate disruptions to port operations and complete the project within the specified eight (8) months.

The first two (2) months after the date of award is referred to as the mobilization period. During this period, the Contractor shall apply for any necessary regulatory/statutory permits and prepare all required project documentation for submission and acceptance by the Project Manager. The Contractor shall not be allowed to establish on site until all documents have been accepted by the Project Manager or the Project Manager has instructed him to do so.

The Contractor therefore has six (6) months to complete the construction, excluding the two (2) month mobilization period.

The Employer has set out a preliminary construction sequencing (refer to Table B1224 of Annexure A: Project Specifications) to be used as a guideline. The sectional completion dates have been provisionally set by the Employer but shall be agreed upon by both parties at the start of contract as there are penalties associated with the key dates.

No escalation will be permitted under this contract. Any asphalt and material recovered from the patching process will remain the property of the Employer. Additional ancillary measures will be undertaken by TNPA's internal maintenance teams after the completion of the primary Works.

The full extent of the Works that the Contractor is to perform under this contract includes, but is not limited to, the following:

(a) Compliance with OHS and Environmental Requirements
(b) Submission and approval of all startup documentation
(c) Establishment of the Contactor's Site
(d) Use of local Sub-contractors and local labour
(e) Compliance with CIDB Standard for Indirect Targeting (Contract Participation Goal - CPG) and Contractor Skills Development Goal (CSDG)
(f) Accommodation of all motorized and non-motorized traffic in accordance with the Construction Sequences – Stage 1 to Stage 6
(g) Accommodation of Port Operators and Port operations
(h) Cleaning the road reserve and roadway
(i) Relocation and protection or removal of existing services
(j) Replacement of existing stormwater infrastructure where necessary
(k) Milling 60mm of existing asphalt wearing course on Bayhead Road
(l) Base repairs and patching using recovered asphalt stabilized with cement
(m) Paving of 60mm thick asphalt wearing course on Bayhead Road
(n) Milling 130mm of existing asphalt on Iran Road
(o) Paving of 80mm thick EME asphalt base on Iran Road
(p) Paving of 50mm thick AE2 asphalt wearing course
(q) Shaping of existing sidewalks and cleaning the center median to remove the grown

vegetation in between concrete surface

(r) Removal and replacement of existing road signage

(s) Line marking

(t) Finishing off the road reserve

(u) Completion "take over" by the Employer

(v) Close-out Report, As-built Drawings and Maintenance Plan

The Employer has proposed the following construction sequencing to be used as a guideline when pricing the Works (refer to Table B1224 of Annexure A: Project Specifications and table one below). The Contractor is therefore required to conduct his own due diligence when planning and pricing the Works and should consider all necessary means to complete the Works within the stipulated duration. If extended work hours or night Works are to be used, the Contractor shall explicitly state that in his Approach Paper.

| STAGE | APPROXIMATE LENGTH OF ROADWAY (m) | APPROXIMATE AREA OF ROADWORKS ($m^2$) | ANTICIPATED DURATION (Months) | TIME FROM BASE MONTH (OCCUPATION OF THE SITE) | TRAFFIC ACCOMMODATION METHODOLOGY | COMMENTS |
|---|---|---|---|---|---|---|
| 1 | 1420 | 12070 | 1.0 | 1.0 | Closure EB. WB to act as inbound and outbound | Full EB carriageway closure (Bayhead Road / Iran Road intersection to Pier 1 Security gate) - Accesses to properties ramain open at all times (construct in half width). The outbound carriageway will accommodate both inbound and outbound traffic, with one lane provided for outbound traffic and the remaining lane used for diverted inbound traffic |
| 2 | 1420 | 12070 | 1.0 | 2.0 | Closure WB. EB to act as inbound and outbound | Full WB carriageway closure (Bayhead Road / Iran Road intersection to Pier 1 Security gate) - Accesses to properties ramain open at all times (construct in half width). The inbound carriageway will accommodate both inbound and outbound traffic, with one lane provided for inbound traffic and the remaining lane used for diverted outbound traffic |
| 3 | 785 | 6280 | 0.5 | 2.5 | Closure EB. WB to act as inbound and outbound | Full EB carriageway closure (Langeberg Road intersection to Iran Road intersection) - The outbound carriageway will accommodate both inbound and outbound traffic, with one lane provided for outbound traffic and the remaining lane used for diverted inbound traffic. |
| 4 | 785 | 6280 | 0.5 | 3.0 | Closure WB. EB to act as inbound and outbound | Full WB carriageway closure (Langeberg Road intersection to Iran Road intersection) - The inbound carriageway will accommodate both inbound and outbound traffic, with one lane provided for inbound traffic and the remaining lane used for diverted outbound traffic. |
| 5 | 1500 | 5250 | 1.5 | 4.5 | EB - "Half width construction" | Temporary concrete barriers will be installed to separate the work area from live traffic and to protect both road users and construction personnel. Traffic through the work zone will be controlled by a Stop-and-Go system, managed by trained traffic controllers stationed at either end of the construction area. Access to adjacent properties and side roads will be maintained throughout the construction period, subject to the Stop-and-Go traffic control arrangements. |
| 6 | 1500 | 5250 | 1.5 | 6.0 | WB - "Half width construction" | Temporary concrete barriers will be installed to separate the work area from live traffic and to protect both road users and construction personnel. Traffic through the work zone will be controlled by a Stop-and-Go system, managed by trained traffic controllers stationed at either end of the construction area. Access to adjacent properties and side roads will be maintained throughout the construction period, subject to the Stop-and-Go traffic control arrangements. |

Table 1: Sequence of Construction - Stages 1-6

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. The Contractor shall not delegate the Works to any other person who lacks the experience and qualifications to do the Works.

The Site and background information is further described in Part C4: Site Information.

## 1.5 Reference Documents

1.5.1 Construction Regulations 11 of the Occupational Health and Safety Act.

1.5.2 The Assets Maintenance Principles and Procedures, Asset Maintenance Version 4.0 October 2011.

1.5.3 National Ports Act (Act No. 12 of 2005 as amended).

1.5.4 South African National Standards (SANS).

1.5.5 Standard Specification for Road and Bridge Works for State Road Authorities (COLTO), (1998 Edition).

## 1.6 Interpretation and terminology

The following abbreviations are used in this Works Information:

| Abbreviation | Meaning given to the abbreviation |
|---|---|
| AIA | Authorised Inspection Authority |
| BBBEE | Broad Based Black Economic Empowerment |
| CEMP | Construction Environmental Management Plan |
| CD | Compact Disc |
| CDR | Contractor Documentation Register |
| CDS | Contractor Documentation Schedule |
| CRL | Contractor Review Label |
| CSHEO | Contractor's Safety, Health and Environmental Officer |
| CM | Construction Manager |
| DTI | Department of Trade and Industry |
| DWG | Drawings |
| EO | Environmental Officer |
| HAW | Hazard Assessment Workshop |
| HAZCON | Construction Hazard Study |
| HSSP | Health and Safety Surveillance Plan |
| 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 |
| CIRP | Contractor's Industrial Relations Practitioner |
| 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 |

| | |
|---|---|
| PSIRM | Project Site Industrial Relations Manager |
| PSPM | Project Safety Program Manager |
| PSSM | Project Site Safety Manager |
| ProgEM | Programme Environmental Manager |
| ProjEM | Project Environmental Manager |
| QA | Quality Assurance |
| R&D | Research and Development |
| TNPA | Transnet National Ports Authority |
| SANS | South African National Standards |
| SASRIA | South African Special Risks Insurance Association |
| SES | Standard Environmental Specification |
| SHE | Safety, Health and Environment |
| SHEC | Safety, Health and Environment Co-ordinator |
| SIP | Site Induction Programme |
| SMP | Safety Management Plan |
| SSRC | Site Safety Review Committee |
| COLTO | Committee of Land Transport Officials |

# 2 Engineering and the Contractor's design

## 2.1 Employer's design

2.1.1 Employer's design for the Works is contained in the tender drawings included in Annexure D as well as the Project Specifications contained in Annexure A and as measured in the Pricing Data contained in C2. The Project Specifications must be read in conjunction with the COLTO specifications, and any information not specified in the Project Specifications must be obtained from the COLTO specification series.

2.1.2 Where relevant, the Employer grants the Contractor a license 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 and his designer (Contractor's Designer) shall accept full responsibility and liability for compliance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014, for the design of all temporary Works (12.1).

2.2.2 For the purposes of this contract, a "competent person" in terms of sub-clause 1 (a) of the Construction Regulations shall be a person who is registered as a Pr. Eng., Pr. Tech. Eng. or Pr. Techni. Eng. with the Engineering Council of South Africa and who has the relevant training and experience to be able to design the component part of the permanent or temporary Works as applicable.

2.2.3 For the purposes of this Contract, "Temporary Works" as defined in the Construction Regulations shall include the following component parts:

2.2.3.1 All Site Camp Structures

2.2.3.2 Hoarding and Barricading

2.2.3.3 Demolition Works (including breaking up and spoiling of any concrete, metal, timber, masonry or plastic structural elements)

2.2.3.4 Locating, working and rehabilitating borrow pits, stockpiles and spoil areas

2.2.3.5 Securing excavations from the risk of collapse (Shoring and other

measures)

2.2.3.6 Formwork, falsework and scaffolding

2.2.3.7 Rigging and all associated temporary supports

2.2.3.8 Motorized and Non-Motorized Traffic Accommodation

2.2.3.9 Permanent and Temporary Services Relocations and Bypasses

2.2.3.10 Search for, expose, protect and backfill existing services

2.2.3.11 Dealing with Ground Water

2.2.4 The Contractor shall provide the following to the NEC 3 Supervisor for retention by the Employer in respect of all temporary Works designed by the Contractor:

- A Certificate of Stability of the temporary Works signed by a registered Professional Engineer/Technologist/Technician confirming that all such Works have been designed in accordance with the appropriate codes of practice, and erected / installed / used in accordance with the temporary Works designs.
- Design calculations should the NEC 3 Supervisor request a copy thereof.
- Engineering drawings and Workshop details (both signed by the relevant professional); in order to allow the NEC 3 Supervisor to compare the design with the specified requirements and to record any comments he may have with respect thereto.
- "As-Built" drawings in AutoCAD electronic format after completion of the Subcontract Works.

2.2.5 Engineering drawings, Workshop drawings and any calculations must be submitted at least two weeks prior to the use of such temporary Works. Documentation Submission shall conform and adhere to the requirements as stipulated in section 6.2. The Project Manager will review and comment. No such review and or comment will in any way absolve the Contractor of his responsibilities or obligations in terms of clause 12,1.

2.2.6 Notwithstanding the list of temporary Works envisaged on this project, the Contractor shall be responsible for the design of All temporary Works (including any temporary Works not listed above and or required for Works carried out by any sub-contractors).

2.2.7 For temporary Works elements supplied under proprietary systems, the requirements

of 2.2.4 and 2.2.5 will still apply. The Contractor will be required to ensure that such systems are supplied with the required sign off by the supplier. In this case, the requirements for "competency" will be the same as indicated in 2.2.2 above.

## 2.3 Review and Acceptance of Contractor Documentation

2.3.1 The Contractor's documentation shall be issued to the Project Manager under cover of the Contractor's Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the Contractor's Project Document Number, Revision Number, Title and chronological listing of transmitted documentation. Formats of Contractor data submitted is dependent on the project procedure and shall be specified by the Project Manager, upon the notified request of the Contractor.

2.3.2 The Contractor shall deliver both hard copies (printed single sided) and electronic media copies (USB Flash Drive) to the Project Manager either at the address stated within the Contract Data or at the Project Site Office.

2.3.3 All electronic documentation shall be submitted by the Contractor in Adobe Acrobat (.PDF) and native file format.

2.3.4 Acceptance of documentation by the Project Manager will in no way relieve the Contractor of his responsibility for the correctness of information, or conformance with his obligation to Provide the Works in accordance with conditions of contract as stated in clause 14.1 of NEC ECC 3. This obligation rests solely with the Contractor.

2.3.5 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 revision or re-submittal as instructed.

2.3.6 The Contractor shall allow the Project Manager 2 weeks unless otherwise stated and agreed to review and respond to the Contractor's submission of their documentation,

2.3.7 i.e. from time of receipt by the project to the time of dispatch. The Contractor does not proceed with the relevant work until the Project Manager has accepted or accepted with comments his design.

2.3.8 On receipt of the reviewed documentation the Contractor shall make any modifications requested/marked-up and resubmit the revised documentation to the

Project Manager within 2 weeks. Queries regarding comments/changes should be addressed with the Project Manager prior to re-submittal.

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

2.3.10 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 Other requirements of the Contractor's designs

2.4.1 The Contractor's designs comply with the following:

| | |
|---|---|
| Altitude | Sea level |
| Ambient temperature | 0°C to 45°C |
| Relative humidity | 50% to 100% |
| Atmosphere | Heavy saline |
| Datum | Chart Datum (Port) |

## 2.5 Use of Contractor's design

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

2.5.2 The Contractor vests in the Employer full title guarantee in the intellectual property and copyright in the design data created in relation to the Works.

## 2.6 Design of Equipment

2.6.1 The Contractor submits his design details for the following categories of his proposed principal Equipment to the Project Manager for his information only.

2.6.2 The Contractor ensures that his Equipment is safe and that it complies fully with the applicable statutory requirements including the relevant provisions of the Construction Regulations.

2.6.3 The Contractor provides all qualified operators, special certificates, permits to operate and the like for Equipment as required by the Occupational Health and Safety Act 85 of 1993 and submits to the Project Manager for his acceptance prior to using the Equipment on the Site and/or Working Areas.

2.6.4 The Contractor indemnifies and holds indemnified the Project Manager and Employer against any claims and actions that may arise out of the Equipment.

## 2.7 Equipment required to be included in the Works

2.7.1 The following equipment shall be made available by the Contractor for the completion of the Works:

- Road construction plant for general earthworks, layer Works and ancillary Works
- Asphalt paving plant and equipment
- Any other plant and equipment deemed necessary to Provide the Works.

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

2.8.1 The Contractor provides the following:

- **Red Line Drawings**

  All as-built red line drawings must be signed off by the Contractor's responsible ProfessionalEngineer/Technologist (this can be the Contractor's competent person in terms of clause 12,1 of the Construction Regulations of 2014) before issue to Project Manager for acceptance and must be the original marked up (red pen) hardcopy size to scale of drawing.

- **Installation, Maintenance and Operating Manuals and Data Books**

2.8.2 The Contractor provides manuals in an A4 hard cover, grease and waterproof binder, using 2 ring type binders.

2.8.3 Drawings and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.

2.8.4 The manuals are well indexed and user friendly and must include a summarized Table

of Contents.

2.8.5 The index for data packs must be submitted to the Project Manager for acceptance at the beginning of the project to enable the Contractor to maintain and update the file on a continuous basis throughout the project lifecycle. The Contractor submits the draft Table of Contents to the Project Manager for acceptance prior to the compilation and official submittal of the manuals and data books.

2.8.6 The originals of all brochures shall be issued to the NEC3 Supervisor. When a general brochure is applicable to a range of equipment, then the specific item, catalogue number or model number shall be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number.

2.8.7 The address, phone numbers and reference numbers of all Sub-Contractor's is provided.

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

2.8.9 The required number of copies of the manual(s) and data books shall be as specified by the Project Manager and submitted per type or model number of equipment included in the contract, or as specified by the Project Manager.

2.8.10 All electronic copies (pdf.) of Data Packs to be properly indexed and bookmarked. All pages that make up the data book or manual must be sequentially numbered.

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

- Project Name
- Manual Title, e.g. Installation, Maintenance and Operating Manual
- FBS No. and Title
- Manual Numbering (e.g. Volume 1 of 2, etc.)
- Contract Number
- Contractor Name

2.8.12 Unless otherwise stated, the required number of copies of all final Data Packs shall be, unless otherwise indicated by the Project Manager:

- x hard copies (Full size)
- x USB in Adobe Acrobat (pdf) formats

# 3 Construction

This section deals with general construction constraints relating to site wide activities.

## 3.1 Temporary Works, site services & construction constraints

3.1.1 The Contractor complies with the Employer's Site entry and security control, permits, and Site regulations.

3.1.2 The Contractor bears all costs incurred in providing their personnel with ID cards and access permits to the site.

3.1.3 The Contractor is specifically excluded from entering the Employer's Operational Areas which are outside the Site and Working Areas. The Contractor plans and organises his work in such a manner to cause the least possible disruption to the Employer's operations.

3.1.4 The Contractor ensures the safe passage of Contractor's traffic to and around the Site and Working Areas at all times that includes providing flagmen, protective barriers, signage, etc. for protection, direction and control of traffic.

3.1.5 The Contractor shall develop a traffic management plan in order to ensure safety in construction as well as to minimise the interference to operations and Others (refer to the Project Specifications contained in Annexure A for further details).

3.1.6 The Contractor's personnel and Sub-Contractor's on site are restricted from accessing areas outside the approved Working Area.

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

3.1.8 The Contractor complies with the following days and hours of work for his people (including Sub-Contractor's) employed on the Site:

3.1.9 Normal working days and hours are:

- Monday to Friday: 07h00 to 17h00
- Monday to Friday: 18h00 to 06h00
- Saturday and Sunday: 07h00 to 17h00

- Saturday and Sunday 18h00 to 06h00

Non-working days are:

- From the first working day after the 15th of December each year to the first working day after the 5th January each year.
- All Public Holidays gazette in terms of the Public Holidays Act 36 of 1994.

**NB:** Should the Contractor wish to deviate from the above working hours, a formal request shall be submitted to the Project Manager for approval two weeks prior to the start date of the deviation.

3.1.10 The Contractor ensures that all his construction staff, labour and Equipment remains within his allocated and fenced off construction area.

3.1.11 Prior to bringing Equipment to Site, the Contractor will be required to notify the Project Manager as per the NEC3 communication procedures and provide details of the Equipment to be brought to Site and obtain approval from the Project Manager, the Contractor can only bring Equipment to Site once the Project Manager issues approval in writing.

3.1.12 All the Contractor's staff and labour complies with the Employer's operational safety requirements and are equipped with all necessary PPE and high visibility apparel. When working within two meters of the quay wall, the necessary floating apparel should be worn at all times.

3.1.13 The Works are located within operational areas, and the Contractor shall organise his work to cause the least possible inconvenience to the operations in these areas. The Contractor is reminded that operations are of considerable economic importance to the country and therefore the Contractor is expected to plan his Works by the Completion Date with the least disruption to Port Operations as possible.

## 3.2 Health and safety facilities on Site

3.2.1 All health and safety matters associated with the Works shall be dealt with in accordance with Occupational Health and Safety Act (Act No. 85 of 19993) and the Transnet National Ports Authority Health and Safety Specifications contained in Annexure B: Health and Safety Specifications.

3.2.2 The Contractor performs the Works and all construction activities within the Site and

Working Areas in accordance with the CHSMP.

3.2.3 The Contractor complies with the requirements stated under section 6.3.

3.2.4 The Contractor complies with the CEMP, SES and PES in the construction of the Works, all as described under paragraph 6.4.3 of C3.1 Employer's Works Information and contained in Annexure C: Environmental Management Specifications.

## 3.3 Title to Materials from demolition and excavation

3.3.1 The Contractor has no title to all Materials arising from excavation and demolition in the performance of the Works with title to such Materials (as referenced above) remaining 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.

3.3.2 The removal and disposal of any material identified as unsuitable spoil remains the responsibility of the Contractor and must be disposed at a licensed landfill site. Proof of safe disposal must be provided.

## 3.4 Cooperating with and obtaining acceptance of Others

3.4.1 The Works will be performed in a Port operational environment. The Maydon Wharf, Bayhead Park and Island View precincts will remain operational for the duration of the Contract.

3.4.2 The Contractor performs the Works and co-operates with the Employer (including the agents of the Employer) who operates on Site during the duration of the Contract period.

3.4.3 The Contractor shall note that there may be other projects in progress within the Maydon Wharf, Bayhead Park and Island View Precincts which are expected at some point to run in parallel to this project. Hence the Contractor shall co-operate with Others by allowing access through parts of the Working Areas as and when required during the duration of the Contract period.

3.4.4 As such there will be a need for close co-operation and planning between the Contractor and the Employer's maintenance contractor to ensure that the Works are effectively carried out and there are no delays to each contractor.

## 3.5 Publicity and progress photographs

3.5.1 The Contractor obtains the permission and approval of the Project Manager before erecting any notice boards.

3.5.2 The Contractor provides progress photographs at bi-weekly progress meetings in a USB format or uploaded to a virtual drive.

3.5.3 Progress photographs are to be taken with a high-resolution drone camera, preferably 1440p or 2160p resolution and operated by a licensed pilot. The Contractor obtains permission and approval from the Project Manager before each drone voyage.

3.5.4 The Contractor provides a complete 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.

3.5.5 The digital photographic Equipment used shall be intrinsically safe.

3.5.6 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.

## 3.6 Contractor's Equipment

This section deals with general requirements relating to the Contractor's Equipment.

3.6.1 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.

3.6.2 All Equipment used by the Contractor on site shall be properly maintained and operated. All vehicles on public roads shall be roadworthy, with the necessary licenses and safety requirements. A checklist/register shall be implemented which lists the operators' qualifications and medical records.

3.6.3 The Contractor shall submit a comprehensive list of Equipment, intended to complete the Works. The use of all Equipment shall be subject to approval by the Project Manager, though such approval shall not relieve the Contractor of any of their responsibilities under the Contract.

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

3.6.5 The Contractor provides all qualified operators, special certificates, permits to operate and the like for Equipment as required by the occupational Health and Safety Act 85

of 1993 and submits to the Project Manager for his acceptance prior to using the Equipment on the Site and/or Working Areas.

### 3.7 Site services and facilities

3.7.1 For the duration of the Contract, the Project Manager provides an area, free of charge, for the Contractor to establish his offices, etc. The Contractor's site establishment area(s) is to be within the Contractor's boundary of the area that will be confirmed with the successful Contractor after award and shall be clearly sign posted and be compliant with the relevant safety regulations and restrictions that might be in place until the Contractor has de-established from site. The site establishment layout must be approved by the Project Manager.

3.7.2 The Contractor shall ensure that the area used has a suitable continuous security fence and the necessary access gates. All preparation and fencing, etc. shall be done by the Contractor and shall be for his account, this includes clearing away and leaving clean and clear at completion.

3.7.3 The Contractor provides a connection to the Employer's water borne sewage network. Where no suitable connection to a sewerage system is feasible, portable chemical type toilets may be used. An area will be made available within the Contractor's Working Areas.

3.7.4 The Contractor provides the following connections to services within the Site for Contractor's use:

i. 50mm Isolation valve for construction Potable Water
ii. Circuit breaker for construction power at 380 Volts, 3-Phase and Neutral, 50 Hz

### 3.8 The Employer provides the following facilities for the Contractor:

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

## 3.9 Facilities provided by the Contractor

3.9.1 All costs for preparation of the Site establishment area shall be for the Contractor's account.

3.9.2 The Contractor shall be responsible for his own connection to the Employer's services and for the reticulation of his services from the connection point. The cost of meters, connections, reticulation and all other usage costs associated with the provision of services shall be for the Contractor's account.

3.9.3 The Contractor shall provide the Project Manager with a "Certificate of Compliance" ("COC"), by an "accredited" person as defined by the OHS Act, in respect of his Construction Power electrical installation. The Project Manager shall only make construction power available upon receipt of the COC.

3.9.4 The NEC 3 Supervisor (or his nominated representative) shall conduct routine inspections of the Contractor's construction power reticulation and power tools. If found to be unsafe and/or non-compliant with statutory requirements, the electrical power supply shall be disconnected until the Contractor rectifies all defects.

3.9.5 Wherever the Contractor provides facilities and all items of Equipment, involving, inter alia, offices, accommodation, laboratories, Plant and Material storage, etc., within the Working Areas, the Contractor shall make good and provide full reinstatement to the land (including all apparatus of the Employer in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.

3.9.6 Upon completion, and within 2 weeks of the date of acceptance of the Works, the Contractor shall completely remove from the Site and Working Areas all his Equipment, including the foundations of any structures, stores, office accommodation or any other asset belonging to him, and shall leave the Site and Working Areas in a tidy condition to the satisfaction of the Project Manager.

3.9.7 No excess or discarded materials or Equipment shall be buried or dumped within the port boundary.

3.9.8 Demolition of all temporary structures, surfaces etc. shall be first approved by the Project Manager prior to the work being carried out.

3.9.9 The Employer shall not provide any security for the Site and working areas. The

Contractor shall provide same and indemnifies and holds indemnified the Project Manager and Employer against any claims and actions that may arise out of Site and Working Area security.

3.9.10 The Contractor shall sign the in-survey and out-survey and furnishes copies in accordance with the USBs to the Project Manager for record purposes.

3.9.11 Unless expressly stated as a responsibility of the Employer as stated under 3.8 above, all residual requirements for the provision of facilities and all items of Equipment necessary for the Contractor to Provide the Works remains the responsibility of the Contractor.

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

3.10.1 The Contractor is required to conduct detailed physical inspections and photographic surveys to record the condition of the surrounding area, including the condition of existing facilities, premises and machinery/equipment. The Contractor shall submit to the Project Manager a detailed condition and photographic survey report. On completion of the project, the Contractor and the Project Manager will do a physical inspection of the surrounding area to ascertain the condition after construction, the inspection and photographic report will be used as the reference document.

3.10.2 The Contractor will be held responsible for any damage to existing structures and surfacing caused by the Contractor during the execution of the contract; fair wear and tear excluded and shall repair it to the satisfaction of the NEC 3 Supervisor on conclusion of the Works. For this purpose, a joint inspection with the NEC 3 Supervisor will be carried out prior to occupation of the site(s) and any existing damage noted.

## 3.11 Underground services, other existing services, cable and pipe trenches and covers

3.11.1 The Project Manager shall provide the Contractor, as a guide only, with drawing(s) showing various known existing underground services for his information. It is however possible that there are existing unknown services, which are not reflected, and which may affect the Works.

3.11.2 The Contractor shall conduct proving trenches before excavation work using machinery to ensure underground services are identified and protected before any

excavations.

3.11.3 The Contractor shall establish the location of the various existing services situated within the Site and Working Areas and records all such information on "marked-up" drawing(s) which remain available for reference at all times.

3.11.4 The Contractor shall exercise due care and attention in carrying out any excavation work to avoid damage or disruption to existing services. The Contractor shall consult the Project Manager prior to undertaking any excavation work.

3.11.5 Should the Contractor fail to exercise the requisite care and attention in carrying out the excavation work, then the Contractor shall be held liable for any claims arising out of damage caused by such excavation.

## 3.12 Control of noise, dust, water and waste

3.12.1 Before moving Equipment onto the Site and Working Areas and commencing operations, the Contractor submits his proposed methods of construction which demonstrate the measures taken to avoid and or reduce any nuisance arising from dust, noise and vibration for acceptance by the Project Manager.

## 3.13 Giving notice of work to be covered up

3.13.1 The Contractor notifies the NEC 3 Supervisor in writing of any elements of the Works which are to be covered up. This notification is given not less than 24 (twenty-four) hours prior to the proposed covering up.

## 3.14 Completion, testing, commissioning and correction of Defects

3.14.1 The work to be done by the Completion Date

Works to be done by completion are as defined in Project Specifications (B1210), clause 35 of the NEC 3 Conditions of Contract, and 3.17 below.

3.14.2 The Contractor is permitted to carry out the following Works after Completion:

Remedy of defects in terms of clauses 42 and 43 of the NEC 3 Conditions of Contract under the requirements of 3.18 below.

## 3.15 Materials facilities and samples for tests and inspections

3.15.1 The Contractor to provide all materials, facilities and apparatus required for any test and

3.15.2 /or inspections required by the Works Information.

3.15.3 The Contractor to provide samples as required by the Works Information.

3.15.4 The Employer provides nothing.

## 3.16 Testing and Commissioning

3.16.1 Testing and commissioning are detailed in Annexure A – Project Specifications.

## 3.17 Take over procedures

3.17.1 Takeover is after or at the same time as Completion. The Employer may require the

3.17.2 Contractor to provide assistance, security personnel on a temporary basis etc.

3.17.3 The Contractor provides the assistance to the Employer as deemed necessary by the

3.17.4 Employer, in terms of the contract:

3.17.5 The Contractor ensures that the documentation as described under paragraph of the Works Information is presented to the Project Manager before Completion.

3.17.6 The Contractor ensures that the Project Manager has a full and accurate dossier of As- built documents that represent the represent the status of the completed Works (to include Plant within the Works) to present to the Employer.

## 3.18 Access given by the Employer for correction of Defects

3.18.1 The Contractor complies with the following constraints and procedures of the Employer where the Project Manager arranges access for the Contractor after Completion: The Contractor will be required to undertake certain procedures before such access can be granted this will include but not limited to:

a) Safety requirements, develop method statement and risk assessment.

b) Undergo TNPA inductions in order to obtain access permits.

c) Obtain access permits from TNPA permit office.

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

a) Limited working space is available for the Contractor to perform defects corrections.

### 3.19 Operational maintenance after Completion

3.18.3 The Contractor performs no further operational maintenance in relation to the Works after Completion.

## 4 Plant and Materials Standards and Workmanship

### 4.1 Setting out and Site Clearance

4.1.1 The Contractor will be responsible for setting out of the Works. Site clearance methods are required to comply with Environmental Policy.

4.1.2 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.

4.1.3 Prior to commencing the Works the Contractor records any defects or inaccuracies related to the existing road surface 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 Civil Engineering and Structural Works

4.2.1 Where the COLTO Standard Specifications for Road and Bridge Works for State Road, Authorities (1998 Edition), hereafter referred to as COLTO, are used within the Works Information, the following interpretations, and meanings shall apply.

4.2.2 In case of any conflict in interpretation, ambiguity, or discrepancy between the COLTO Specification (whether standard or written as a particular Project Specification) contained in the Works Information and the Contract Data or Conditions of Contract, the Contract Data and Conditions of Contract take precedence within the ECC3 Contract.

4.2.3 In case of any conflict in interpretation, ambiguity, or discrepancy between the COLTO Specification (whether standard or written as a particular Project Specification) and specific statements contained in C3.1 Employer's Works Information, the specific statements contained in the Works Information shall prevail, without prejudice to the Project Manager's express duty to resolve any ambiguity or inconsistency in the Works Information under ECC3 Clause 17.1.

4.2.4 Within COLTO Standard Specifications, the following amendments and interpretations shall apply:

4.2.5 Where the word or expression "Employer" is used, read "Employer"; Where the word or expression "Contractor" is used, read "Contractor";

4.2.6 Where the word or expression "Engineer" is used, read "Project Manager" or "NEC 3 Supervisor" as the context requires (and the ECC3 main and secondary options stated therein);

4.2.7 Within COLTO specifications, the following apply:

4.2.8 "Acceptable. Approved (Approval)" is interpreted as either a Project Manager or the NEC 3 Supervisor communication or instruction in relation to Works Information compliance, consistent with the Conditions of Contract as the context requires.

4.2.9 "Adequate" is deleted. The Project Manager notifies the Contractor where the Contractor has not complied with the Works Information.

4.2.10 "Measurement and payment" and the further definitions contained within 2.3 c) are deleted. Assessment and payment is in accordance with the Conditions of Contract (and the ECC3 main and secondary options stated therein);

4.2.11 Within COLTO Standard Specifications, the following applies: Where the word or expression "Plant" is used, read "Equipment".

**Amendments to the Project Specifications**

Notes:

a) The Contractor shall note that the standard COLTO specification is based on the COLTO General Conditions of Contract. References to specific COLTO General Conditions of Contract clauses will need to be exchanged for the equivalent clause in the NEC3 Conditions of Contract as amended by the Particular Conditions of Contract to be found in Part C1 of this document.

The Employer assumes no responsibility for the Contractor's interpretation of which are the correct relevant clauses.

### 4.3 Standardised Specifications

4.3.1 The Standard Specifications for Road and Bridge Works for State Road Authorities 1998 prepared by the Committee of Land Transport Officials, (COLTO), as amended, shall apply to this Contract.

4.3.2 The term "Project Specification" must be replaced by the term "Scope of Work" wherever it appears in these standardised specifications. Should any requirements of this Works Information conflict with the requirements of the Standardised Specification, the requirements of this Works Information prevail (including the contents of the Project Specifications contained in Annexure A).

## 5 List Of Drawings

### 5.1 Drawings issued by the Employer

This is the list of drawings issued by the Employer at or before the Contract Date and which apply to this Contract.

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

| TNPA Drawing No. | Sheet No. | Rev. No. | Title Line 1 | Title Line 2 | Title Line 3 | Title Line 4 | Sheet Size. | Scale |
|---|---|---|---|---|---|---|---|---|
| **GENERAL ARRANGEMENTS** | | | | | | | | |
| 11-1020-DES-01 Rev Z | 1 | 0.1 | Re-Engineering of DCT | Bayhead Road Geometric Layout | - | - | A0 | 1:500 |
| 11-1020-DES-02 Rev Z | 2 | 0.1 | Re-Engineering of DCT | Bayhead Road Geometric Layout | - | - | A0 | 1:500 |
| 11-1020-DES-03 Rev Z | 3 | 0.1 | Re-Engineering of DCT | Bayhead Road Geometric Layout | - | - | A0 | 1:500 |
| 11-1020-DES-04 Rev Z | 4 | 0.1 | Re-Engineering of DCT | Bayhead Road Geometric Layout | - | - | A0 | 1:500 |
| 11-1020-DRN-01 Rev Z | 1 | 0.1 | Re-Engineering of DCT | Stormwater Services Layout Plan | - | - | A0 | 1:500 |
| 11-1020-DRN-01 Rev Z | 2 | 0.1 | Re-Engineering of DCT | Stormwater Services Layout Plan | - | - | A0 | 1:500 |
| 11-1020-DRN-01 Rev Z | 3 | 0.1 | Re-Engineering of DCT | Stormwater Services Layout Plan | - | - | A0 | 1:500 |
| 11-1020-DRN-01 Rev Z | 4 | 0.1 | Re-Engineering of DCT | Stormwater Services Layout Plan | - | - | A0 | 1:500 |
| 11-1020-DRN-01 Rev Z | 5 | 0.1 | Re-Engineering of DCT | Stormwater Services Layout Plan | - | - | A0 | 1:500 |

**SECTION 2**

# 6 Management and start up

## 6.1 Management meetings

6.1.1 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 and in the spirit of clause 10.1.

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

| Title and purpose | Approximate time & interval | Location | Attendance by: |
|---|---|---|---|
| Kick-off meeting | Once off at the start of the contract | Queen's Warehouse Boardroom / Virtual | Project Manager (and appropriate key persons) and Contractor |
| Risk register and compensation events | Bi-weekly or as soon as risks have been identified | On Site / Virtual | Project Manager (and appropriate key persons) and Contractor |
| Overall contract progress meeting | Bi-weekly | On Site | Project Manager (and appropriate key persons) and Contractor |
| Overall contract technical meeting | Bi-weekly | On Site | Project Manager (and appropriate key persons) and Contractor |
| Safety meetings | Weekly | On Site | Construction Manager (and key persons), Safety Manager and Contractor |

6.1.3 Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the Works. Records of these meetings are to

be submitted to the Project Manager by the person convening the meeting within five days of the meeting.

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

6.1.5 The Contractor attends management meetings at the Project Manager's request as set out in the table above. At these meetings the Contractor presents all relevant data including safety, health and environmental issues, progress reports, quality plans, Sub- Contractor management reports, as may be required.

6.1.6 The Contractor must also have the necessary equipment and software to conduct any of the above meetings virtually through the use of Microsoft Teams should the need arise.

## 6.2 Documentation Control

6.2.1 In undertaking the Works all documentation requirements for the Works shall be dealt with in accordance with document DOC-STD-0001_Rev03, Annexure E. The control, maintenance and handling of these documents and drawings, using a suitable document control system, remain the sole responsibility of the Contractor.

6.2.2 The Contractor documentation "Starter kit", as contemplated in DOC-STD-0001_Rev03, will be issued at the kick-off meeting following award.

6.2.3 The Contractor's documentation shall be issued to the Project Manager under cover of the Contractor's Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the Contractor's Project Document Number, Revision Number, Title and chronological listing of transmitted documentation. Formats of Contractor data submitted is dependent on the project procedure and shall be specified by the Project Manager, upon the notified request of the Contractor.

6.2.4 All contract correspondence is issued through document control. Electronic submissions are permissible only for URGENT communication, PDF and native where necessary.

6.2.5 The Contractor shall apply "wet signatures" to the original documentation before

scanning the single sided, signed original prior to formal submission to the Project.

6.2.6 Electronic files submitted to the Project shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to have, at all times, the latest generation of virus protection software and up-to-date virus definitions.

6.2.7 The Contractor is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation. The Contractor shall maintain electronic format of ALL project documentation for the duration of the contract.

6.2.8 Hardcopy original documents must be delivered within 24 hours of electronic submission of same to the project site office document control department.

6.2.9 All documentation and data submitted electronic and hardcopy must conform to the Project Standards and Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Documentation not meeting the Project Standards and Quality requirements will be cause for rejection and shall be returned to the Contractor for corrective action and re-submission.

6.2.10 Should any change be made to documentation or data, which has already been submitted to the Project, then new or revised documentation or data shall be issued to replace the outdated information.

6.2.11 The Contractor shall be responsible to ensure that proper safety measures are in place to protect project documentation temporarily stored on site against theft, fire, flooding or excessive dampness.

6.2.12 All drawings supplied shall comply with the CAD Standards, i.e. ENG-STD-0001.

6.2.13 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 requirements are met as outlined in the specified standards prior to awarding sub-orders.

6.2.14 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). 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 (refer DOC-STD-0001).

6.2.15 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 Safety risk management

6.3.1 The Contractor complies with the following requirements: All health and safety matters associated with the Works will be dealt with in accordance with Occupational Health & Safety Act, 1993 (Act No. 85 of 1993) and the Project Specific Health and Safety Specifications contained in Annexure B to this Works Information.

6.3.2 The Contractor shall prepare, implement and administer the Contractor's Health and Safety Management Plan (CHSMP). The Health and Safety Management Plan must provide a systematic method of managing hazards and implementing control measures.

6.3.3 The Contractor must prepare and submit the Occupational Health & Safety file to the Project Manager for acceptance. The Safety plan will then be submitted to the TNPA appointed Health and Safety Agent for approval before commencing with the Works.

6.3.4 The Contractor will appoint a Construction Health and Safety Agent on behalf of the Employer, who is professionally registered as a Construction Health and Safety Agent with the SACPCMP, to perform all CR5 related duties as per the Construction Regulations 2014.

6.3.5 The Principal Contractor ensures that its Contractor's comply with the CHSMP and relevant statutory requirements of the Occupational Health & Safety Act, 1993 (Act No. 85 of 1993).

6.3.6 Considering the nature of the Works and the fact that the Works are to take in one of the busiest Ports in the Country on one of the busiest roads in the Country, the Principal Contractor must ensure that a HAZCON study is carried out before commencement of any construction work (including any temporary Works).

6.3.7 The intentions of and deliverables for the HAZCON study are:

- To ensure that a detailed constructability study is undertaken in order to minimize safety risks and impact of the Works on Port Operations and the

travelling Public.

- Meet with various project stakeholders to understand Transnet's operational requirements, design solutions and constraints during construction.
- Facilitate a formal HAZCON Workshop which must be attended by the full project team (Employer, Contractor, Engineer).
- Develop a HAZCON Register in a format acceptable to the Project Manager
- Compile and submit a formal HAZCON report to the Project Manager for approval in a format acceptable to the Project Manager.

6.3.8 The Employer has made provision in the Bills of Quantities for a prime cost sum to carry out the HAZCON study (including the cost of holding and facilitating the Workshop). Service providers proposed by the Principal Contractor must have a professionally registered OHS Agent (registered with SACPCMP) with a proven track record of successfully completed HAZCON studies of similar nature. The Contractor will be required to submit the details and proof of competency of at least three service providers to the Project Manager for approval prior to calling for quotations. Quotations will be required from a minimum of three approved service providers.

6.3.9 Only the professionally registered person from the approved service provider will be permitted to carry out the HAZCON study and facilitate the Workshop.

6.3.10 No construction Works will be permitted to take place until the HAZCON study is complete and the HAZCON study report has been submitted and approved by the Project Manager (this includes temporary Works).

6.3.11 The roles and responsibilities of the various personnel acting on behalf of the Project Manager with respect to the SMP and health and safety issues are as stated in the paragraphs following:

6.3.12 The Construction Manager (CM) is responsible for health and safety on the Site and Working Areas and reports to the Project Manager. The Principal Contractor must ensure that the appointed Construction Manager is competent and registered with SACPCMP as a Pr. Construction Manager. The CM must ensure that the Health and Safety Manager is appointed for the project, depending on the Construction Management Plan and also ensure that Health and Safety Officer per team is appointed, and both are registered with SACPCMP. The Principal Contractor ensures

that its Contractor's comply with the requirements of the SMP.

6.3.13 The CM specific tasks are:

a) Implement the Employers safety management system.

b) Monitor Contractor's compliance to the CHSMP.

c) Ensure risk is at an acceptable level

d) Ensure the Contractor's workforce and Construction Management Team is competent.

6.3.14 The PSSM is responsible for ensuring that the Contractor complies with the SMP. The PSSM acts on behalf of the Project Manager.

6.3.15 The PSSM specific tasks are:

a) Ensure that the overall project safety requirements are complied with

b) Provide guidance on safety related issues arising during the execution of the project

6.3.16 The Contractor makes the SMP available to its employees and Sub-Contractors in the language of this contract.

## 6.4 Environmental constraints and management

6.4.1 All work is to be conducted in accordance with the principles of the National Environmental Management Act, 1998 (Act no 107 of 1998) but not limited to other applicable regulations, municipal bylaws e.g. schedule trade and occupations bylaws as well as the accepted good environmental practice.

6.4.2 All required licences and permits must be obtained by the Contractor from relevant authorities prior to the commencement of project activities where applicable.

6.4.3 The following documents, included as Annexures of the Works Information, provide the minimum acceptable standards that shall be adhered to:

- Transnet Integrated Management Systems (TIMS) Commitment Statement – IMS-GRP-GDL-002-1
- Standard Operating Procedure for Construction Environmental Management
- (SEM SOP) (009-TCC-CLO-SUS-11386).
- Minimum Environmental Standards for Construction (MERC) (009-TCC-CLO-

SUSGDL- 11385.26)

- Contractor Environmental and Sustainability Specification Guidelines (CESSG)
- TRN-IMS-GRP-GDL-014.4

The Contractor must also comply with the following documents:

- TNPA list of approved waste services contractor's
- TNPA Asbestos Management Plan
- eThekwini Municipality Schedule Trades and Occupations Bylaws
- eThekwini Municipality Interim Code relating to fire prevention and
- Flammable liquids and substances

6.4.4 The Contractor performs the Works and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as outlined in section 6.4.3 above. The CEM SOP describes the main roles and responsibilities of the project team with respect to Environmental Management.

6.4.5 The CESSG describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the Contractor observes and complies.

6.4.6 The PES describes more particularly the environmental standards applicable to the Works, the Site and the Working Areas and sets out variance (including additions) to the CESSG. The PES may require higher minimal standards than those described in the SES as may be required by the relevant environmental authorities but may not necessarily be limited to: Environmental Approvals (e.g. Environmental Authorisations, Water Use Licenses, Waste Management Licences, etc.); Environmental Management Programmes/Plans. The above requirements shall be applicable to the main Contractor, its service providers and suppliers. The Contractor must comply with all the requirements of the CEM SOP, CESSG and PES as mentioned in section 6.4.3 above.

6.4.7 The Contractor must appoint a full-time Environmental Officer (EO) to monitor and manage compliance to Environmental Specification and all applicable environmental legislation. The Contractor EO must be 100% allocated to the project and must be employed for the duration of the contract. Sharing of an EO resource between projects is not allowed. The EO must as a minimum have at least three (3) years work experience in environmental management within the construction environment.

6.4.8 The roles and responsibilities of the Contractor's EO are stated in CEM SOP. The contractor's EO must be 100% full time on site during working hours.

6.4.9 The Contractor will be required to submit an environmental file to TNPA post award of tender. Site access certificate shall not be granted until the environmental file has been approved by the Employer.

6.4.10 The overarching obligations of the Contractor under the CEM SOP before construction activities commence on the Site and/or Working Areas is to provide environmental method statements for all construction operations at the Site and/or Working Area by the Contractor and where requested by the CM:

- These include, but are not limited to, the following where applicable:
- Establishment of construction lay down area
- Hazardous and non-hazardous solid waste management
- Storm water management
- Contaminated water management
- Prevention of marine pollution
- Hydrocarbon spills
- Diesel tanks and refueling procedures
- Dust control
- Spoil dumping
- Sourcing, excavating, transporting and dumping of fill material
- Noise and vibration control
- Removal of rare, endemic or endangered species
- Removal and stockpiling of topsoil

- Rodent and pest control
- Environmental awareness training
- Site division
- Emergency procedures for environmental incidents
- Contractor's SHE Officer
- Closure of construction laydown area

6.4.11 The Contractor shall identify the kinds of environmental impacts that will occur as a result of their activities and accordingly prepare separate method statements describing how each of these impacts will be prevented or managed so that the standards set out in the CESSG document are achieved. The method statements will be prepared in accordance with the requirements set out in the CEM SOP. These method statements shall form part of the environmental file. The Contractor shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the Environmental Induction Programme prior to commencing any work on Site. If new personnel commence work on the Site during construction, the Contractor shall ensure that these personnel undergo the Environmental Induction Programme and are made aware of the environmental specifications on Site

6.4.12 Method statements need to be compiled by the Contractor throughout the Construction and Commissioning phase of the project. These Method Statements must be approved by the TNPA Construction Manager and TNPA Environmental Manager or Environmental Officer. Approval must at least be two weeks prior to the proposed commencement of the activity. Emergency construction activity method statements may also be required. The activities requiring method statements cannot commence if they have not been approved by the TNPA Environmental Manager or Environmental Specialist.

6.4.13 Where required, one of the first actions to be undertaken by the Contractor shall be to erect and maintain a temporary fence along the boundaries of the Site and Working Areas as applicable, and around any no-go areas identified on the layout plans, to the satisfaction of the Project Manager

6.4.14 During the construction period, the Contractor complies with the following:

6.4.15 A copy of the CEM SOP, CESSG and PES shall be available on Site, and the Contractor shall ensure that all the personnel on Site (including Sub-contractors and their staff) as well as suppliers are familiar with and understand the specifications. The contractor and its sub-contractor.

6.4.16 Where applicable, the Contractor shall provide job-specific training on an ad hoc basis when workers are engaged in activities, which require method statements.

6.4.17 The Contractor shall be responsible for rehabilitating and cleaning all areas to the satisfaction of the TNPA Environmental Manager or Environmental Officer as detailed in the SES. Sufficient environmental budget must be allocated to achieve this including all environmental requirements for the project for the duration of the contract.

6.4.18 The Contractor must ensure that its Sub-contractors comply with the Environmental Specification.

6.4.19 The Contractor must appoint the waste removal Service Providers who is licensed to operate within the Ports as provided in the TNPA list of Waste Services Contractor's.

6.4.20 The Contractor or Sub-Contractors must be in possession of eThekwini Municipality's Schedule Trade and Occupations permit if they are to be engaged in any of the activities contained under eThekwini Municipality Scheduled Trade and Occupations.

6.4.21 The Contractor must comply with TNPA Asbestos Management Plan should asbestos contamination be uncovered during excavation.

6.4.22 The Island View area is known to be contaminated with hydrocarbons. There is a possibility that during excavations the contractor may encounter contaminated soils with hydrocarbons. The contractor must consider this especially when it comes to the disposal of hazardous substances and allocate sufficient funds to manage this type of contamination.

## 6.5 Quality assurance requirements

6.5.1 The Contractor shall ensure that all contractual deliverables required to be executed and completed are given due consideration to meet the client's Technical Specifications, Drawings and General Quality Requirements for Contractors and Suppliers (TNPA-QUAL-REQ-14.1).

6.5.2 The Contractor's Quality Management System (QMS) shall conform with the requirements of ISO 9001:2015 to ensure and demonstrate that material, workmanship, procedures, and services conform to the specified requirements.

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

6.5.2.1 Quality Manual that is aligned to ISO 9001:2015 QMS requirements.

6.5.2.2 Quality Policy that is aligned to ISO 9001:2015 requirements

6.5.2.3 The Project Quality Plan for the contract SHALL cover project scope and be aligned to TNPA-QUAL-REQ-14.1 General Quality Requirements for Contractors and Suppliers.

6.5.2.4 CV of Quality Officer supplemented by Quality diploma / Technical diploma and ISO 9001:2015 Quality Management System training certificates (Implementation of QMS and Internal Auditing). The Quality Officer MUST have a minimum of 3 years' quality experience in similar projects.

6.5.2.5 Quality Control Plan MUST cover all Engineering disciplines and clearly identify all inspection, test, verification requirements to meet contractual obligations, specification and drawings as required by the project scope.

6.5.3 Project Quality Plan

6.5.3.1 The Project Quality Plan (PQP) shall outline the quality strategy, methodology, quality resource allocation, Quality Assurance and Quality Control co-ordination activities to ensure that the scope meet the standards stated in the Scope Information. The Quality Plan means the Contractor's statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the Works meet the standards stated in the Works Information.

6.5.3.2 The Contractor's PQP shall provide a description of how documents provided by the Employer to the Contractor are to be managed. The Contractor develops and maintains a comprehensive register of documents

that will be generated throughout the contract including all quality related documents as part of its Quality Plan.

6.5.3.3 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.

6.5.3.4 The register shall indicate the dates of issue of the documents with the Employer responding to documents submitted by the Contractor for review or acceptance within the period for reply prior to such documents being used by the Contractor.

6.5.4 Quality Manual

6.5.4.1 A copy of the Contractor's Quality Manual will be requested for review by the Employer followed, by a Quality Management Systems (QMS) audit at the Contractor's Head Office to obtain evidence that a satisfactory quality management system is being maintained.

6.5.5 Quality Officer

6.5.5.1 The Contractor shall nominate a suitably experienced quality representative as referenced on item 4 above. The Quality representative will be responsible to ensure that the PQP requirements are implemented on site. The Contractor shall submit the CV and qualifications / certificates of his nominated quality representative for the Project Manager's review and approval.

6.5.6 Quality Control Plan

6.5.6.1 The Contractor shall provide a Quality Control Plan (Inspection and Test Plan) specifying his proposed quality control activities for the entire scope of supply and scope of Works. The Quality Control Plan shall reference the procedures, codes and standards which apply to the listed activities, the acceptance criteria, the records to be produced and similarly it shall incorporate all Sub-contractors and supplier's activities. The Quality Control Plan shall be prepared in the Contractors / Suppliers standard format.

6.5.6.2 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.

6.5.6.3 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.

6.5.6.4 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.

6.5.6.5 The Contractor / Supplier shall ensure that any work subcontracted will be covered by Quality Control Plans / Inspection and Test Plans generated by the relevant Sub-contractor or Supplier.

6.5.7 Subcontractor

6.5.7.1 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.

6.5.7.2 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.

6.5.7.3 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 caried out by the Employer or his representative.

## 6.6 Programming constraints

6.6.1 The Contractor shows on each programme he submits to the Project Manager, the requirements of the CEMP, SES, PES and SMP as described under paragraph 6.2 of the Works Information, together with the associated environmental method statements.

6.6.2 The Contractor shows on each programme he submits to the Project Manager, the requirements of paragraph 6.3 of the Works Information relating to health and safety issues need to be highlighted on the programme; paragraph 2 design issues and paragraph 7 procurement issues, but the Project Manager might require various mandatory statements (e.g.) in relation to Equipment design and/or assembly / dismantling.

6.6.3 The Contractor complies with the Employer's programme requirements and NEC requirements when he submits his first programme.

6.6.4 The Contractor presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy format and in soft copy format.

6.6.5 The Contractor uses Microsoft Project for his programme submissions or a similar programme software package equivalent, subject to the prior written notification and acceptance by the Project Manager.

6.6.6 The Contractor shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.

6.6.7 The Contractor's programme shows duration of operations in working days.

6.6.8 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. Individual operations will be assigned a code. The Project

Manager 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 programmerepresenting the daily activities by each discipline
- A narrative status report, which includes status and performance of operations on the Site and Working Areas; status and performance of operations outside the Working Areas; manpower histograms; S-curve of overall progress; critical action items (top 10) and deviations from the Accepted Programme and action plan to rectify.

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

6.6.10 The Contractor submits programme report information to the Project Manager at weekly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.

6.6.11 The Contractor's weekly programme narrative report includes:

- Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
- 3-week Look ahead Schedule - showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
- Manpower Histogram – reflecting actual, forecasted and planned activities
- S-curves – reflecting the actual percentage complete versus the planned percentage for the overall contract utilizing the earned values as calculated by the detailed progress report.

6.6.12 Others operate on Site during the execution of the project.

## 6.7 Contractor's management, supervision and key people

6.7.1 The Contractor employs a Health and Safety Officer and an Environmental officer as key persons under ECC Clause 24.1

6.7.2 The Environmental and health and Safety officers report to the SHEC on the Site. The Contractor's Environmental Officer ensures that the Works (to include any part thereof) are subject to a prior environmental method statement(s) approved by the Project Manager and ensures that the CEMP is implemented by the Contractor in a timely and proper manner. The SCHEO provides the Project Manager with all environmental method statements.

6.7.3 The Contractor's Environmental Officer tasks are:

- Daily, weekly and monthly inspections of the Site and Working Areas. The Contractor is to monitor compliance with the CEMP (to include the SES and PES) and the environmental method statements submitted to the Project Manager.
- Reporting of any environmental incident to the Project Manager
- Attendance at all SHE meetings, toolbox talks and induction programmes
- Litter control and ensuring the Contractor clears litter from the Site and Working Areas; and
- Ensuring that environmental signage and barriers are correctly placed. The Contractor's Environmental Officer submits daily, weekly and monthly checklists to the SHEC.

6.7.4 The Contractor's Environmental Officer and Health and Safety Officer submits daily, weekly and monthly checklists to the SHEC.

6.7.5 The Contractor employs a CIRP as a key person under ECC Clause 24.1.

6.7.6 The CIRP is based on the Site and ensures that all reports and IR requests are submitted accurately and in a timely manner to the Project Manager.

6.7.7 The CIRP tasks are:

- Dedicated to human resources, industrial relations and any other Contractor employee related function;

- Resolve all human resources and industrial relations matters arising from the
- Contractor's employees;
- Represent the Contractor at all industrial relations meetings;
- Represent the Contractor on the IRCC; and

6.7.8 The Contractor employs an HSR as a key person under ECC Clause 24.1

6.7.9 The Contractor provides an Organogram of all his key people (both as required by the Employer and as independently stated by the Contractor under Contract Data Part Two) and how such key people communicate with the Project Manager and the NEC 3 Supervisor and their delegates all as stated at paragraph 6.5 of C3.1 Employer's Works Information.

6.7.10 The minimum key people required by the Employer for this project are indicated as follows:

| Key People | Qualifications & Experience |
|---|---|
| Project/ Construction Manager | • The Project/Construction Manager should have a relevant qualification in engineering/ Project Management/Construction Management.<br>• The Project Manager is required to be professionally registered with the SACPCMP as a Project/ Construction Manager or professionally registered with the Engineering Council of South Africa (ECSA) as a Professional Engineer.<br>• The Project Manager must have experience with the NEC 3 Engineering and Construction Contract. |
| Health & Safety Officer | • Health & Safety officer should have valid professional registration with SACPCMP as a Construction health & Safety Officer.<br>• The Health and Safety Officer must have minimum of five (5) years' experience in similar Civil Construction Projects involving roads. |
| Environmental Officer | • The Environmental Officer must be in possession of a B degree in Environmental Management.<br>• The environmental Officer must have minimum five (5) years' experience in the construction sector. |

| | |
|---|---|
| Contractor's Temporary Works Designer | • The Contractor's temporary Works designer must have a Pr. Eng., Pr. Tech. Eng. or Pr. Techni. Eng. with the Engineering Council of South Africa and who has the relevant training and experience to be able to design the component part of the temporary Works as applicable.<br>• The Contractor's temporary Works designer must have a minimum of 5 years working experience in road projects or of similar nature to the Works. |
| Quality Officer | • The Quality Officer should have a relevant Degree/Diploma, or Certified qualification in Quality Management Systems. More than 5 years of experience in a quality systems environment and relevant experience in similar type Civil construction projects is required. |
| Industrial relations Personnel/Officer | • The Industrial relations Person/Officer should at least have a minimum qualification of National diploma in Labour Law/Relations with minimum 5 years' experience in Construction Projects. |

## 6.8 Training Workshops and technology transfer

6.8.1 The Contractor facilitates the following requirements for training Workshops:

a) A safety pre-mobilsation Workshop

b) A Contractor employee safety training programmes

The Contractor shall utilise local people for staffing up some of his requirements and shall ensure that there is adequate skills transfer taking place.

c) Any other training as required by law or specifications referred to in this document

## 6.9 CIDB Contract Participation Goal (CPG)

6.9.1 The Contractor shall comply with the requirements of the CIDB Standard for Indirect Targeting for Enterprise Development through Construction Contracts (published in Government Notice 54575 of 26 April 2026) and shall achieve the Contract Participation Goals (CPG) specified in the Contract Data and Pricing Documents.

6.9.2 The Contractor shall achieve a minimum Contract Participation Goal (CPG) of **30%** of the Accepted Contract Amount (excluding VAT and contingencies).

6.9.3 The CPG achievements should be achieved through the engagement of targeted enterprises as defined in the CIDB Standard and the Employer's procurement documentation.

6.9.4 targeted enterprise: an enterprise which:

a) is a contractor registered with the Construction Industry Development Board in grade 1 to 6 acting in the capacity of a sub-contractor or JV partner; and

b) the main contractor does not have an equity holding exceeding 20% in the enterprise, either directly or through a flow through calculation in accordance with the Construction Sector Code of Good Practice published in General Notice 862 of 2009 in Government Gazette No 32305 of 2009 in terms of the Board Based Black Economic Empowerment Act of 2003 (Act 53 of 2003); and

c) is 51% or more black owned, or 35% or more black women owned; and

d) has entered into a written relationship agreement of co-operation and assistance with the main contractor for the duration of the contract.

6.9.5 CIDB Contract Participation Goal (CPG) Deliverables:

| **Deliverable** | **Due Date** |
|---|---|
| Contract Participation Plan | Within 30 days of Starting Date |
| Targeted Enterprise Engagement Plan | Within 30 days of Starting Date |
| Monthly CPG Progress Report | Monthly |
| Enterprise Development Records | Monthly |
| Final CPG Achievement Report | At Completion |

6.9.6 Reporting Requirements

a) Monthly reports shall include:

b) Targeted enterprises appointed;

c) Value of work awarded to targeted enterprises;

d) Percentage achievement against CPG target;

e) Enterprise development interventions undertaken;

f) Payment information relating to targeted enterprises;

g) Constraints and corrective actions;

h) Evidence supporting achievement of the CPG targe

6.9.7 Non-Achievement of the CPG

a) Failure to achieve the Contract Participation Goals without an Employer-approved justification shall constitute non-performance.

b) The Employer may apply the sanctions, performance deductions or other contractual remedies stipulated in the Contract Data and the applicable CIDB Standard.

## 6.10 Insurance provided by the Employer

6.10.1 Insurance provided by the Employer is contained in the Contract Data – Part 1.

6.10.2 Contract change management

6.10.3 No additional requirements apply to ECC Clause 60 series.

## 6.11 Provision of bonds and guarantees

6.11.1 The form in which a bond or guarantee is required by the conditions of contract (if any) to be provided by the Contractor is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

6.11.2 The Contractor provides a bond or guarantee as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement for the ECC contract.

## 6.12 Records of Defined Cost, payments & assessments of compensation events kept by Contractor

6.11.3 The Contractor keeps the following records available for the Project Manager to inspect:

- Records of design employees' location of work (if appropriate);
- Records of Equipment used and people employed outside the Working Areas (if applicable);

## 6.13 The Contractor's Invoices

6.11.4 When the Project Manager certifies payment (see ECC Clause 51.1) following an assessment date, the Contractor complies with the Employer's procedure for invoice submission.

6.11.5 The invoice must correspond to the Project Manager's assessment of the amount due to the Contractor as stated in the payment certificate.

6.11.6 The invoice states the following: Invoice addressed to Transnet SOC Ltd;

Transnet SOC Limited's VAT No: 4720103177;Invoice number;
The Contractor's VAT Number; and

The Contract number: .....

The invoice contains the supporting detail [insert relevant details].

6.11.7 The invoice is presented by hand delivery.

6.11.8 Invoices submitted by hand are presented to:

Transnet National Ports Authority

Queens Warehouse
Building 237
Mahatma Gandhi
RoadPoint, Durban,
South Africa4001
For the attention of The Contract Administrator, Transnet National Ports Authority

6.11.9 The invoice is presented as an original.

## 6.14 People

6.14.1 Minimum requirements of people employed on the Site

South African Work Permits

Key Personnel as stated under clause 6.7.10.

6.14.2 The Contractor complies with the Project Industrial Relations Policy and Management Plan.

## 6.15 Contractor Liability

6.15.1 The Contractor warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the Contractor's employees, which loss will include any indirect or consequential damages;

6.15.2 The Contractor warrants that no negotiations or feedback meetings by the Contractor's employees shall take place on Transnet premises, whether owned or rented by Transnet.

6.15.3 The Contractor shall give notice to Transnet of any industrial action by the Contractor's employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.

6.15.4 The Contractor is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non- compliance.

6.15.5 The Contractor is required to develop a Contingency Strike Handling Plan, which plan the Contractor is obliged to update on a three-monthly basis. The Contractor must provide Transnet with this plan and all updates to the Plan. The Contractor is responsible to communicate with its employees on site details of the plan.

## 6.16 Industrial Action by Contractor Employees

6.16.1 In the event of any industrial action by the Contractor's employees, the Contractor is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.

6.16.2 The Contractor warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the Contractor's employees.

6.16.3 In the event of any industrial action by the Contractor's employees, the Contractor is obliged:

a) To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persiststhe Contractor is required to deliver the report at 08h30 each day.

b) The Industrial Action Report must provide at least the following information:

- Industrial incident report,
- Attendance register,
- Productivity / progress to schedule reports,
- Operational contingency plan,
- Site security report,
- Industrial action intelligence gathered.

The final Industrial Action Report is to be delivered 24 hours after finalisation ofthe industrial action.

c) The management of the Contractor is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.

6.16.4 The resolution of any disputes or industrial action by the Contractor's employees is the sole responsibility of the Contractor.

6.16.5 Access to Transnet premises by the Contractor and its employees is only provided for purposes of the Contractor delivering its services to Transnet. Should the Contractor and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will deem to be trespassing.

6.16.6 The Contractor complies with the requirements of the IRCC involving the engineering construction Contractors engaged (including all future Contractors) by the Employer.

6.16.7 The roles and responsibilities of the various personnel acting on behalf of the Project Manager with respect to IR issues are stated in the following paragraphs:

6.16.8 The PIRM is responsible for ensuring that the Contractor complies with the PIRPMP. The PIRM acts on behalf of the Project Manager.

6.16.9 The PIRM specific tasks are:

- To complete the PLA prior to the Contract Date; and
- To assign specific duties to the PSIRM.

6.16.10 The PSIRM is responsible for IR (to include the PLA) on the Site and Working Areas and reports to the Project Manager.

6.16.11 The SIRM is responsible, inter alia, for day-to-day IR on the Site and Working Areas through the implementation of the PIRPMP. The SIRM reports directly to the PSIRM and the Project Manager.

6.16.12 The SIRM specific tasks are:

- To liaise with the Contractor prior to the commencement of construction activities (as per the Contractor's programme accepted by the Project Manager) with respect to IR issues under the SIP.

## 6.17 Sub-contracting

6.17.1 The Contractor shall not employ or bring a Sub-Contractor onto the Site and/or Working Areas without the prior approval of the Project Manager. Further, he shall appoint his Sub-Contractor(s) under the NEC3 Engineering Contract Sub-Contract unless approved otherwise by the Project Manager.

6.17.2 The Contractor shall not deviate from an approved Sub-Contractor's list without prior acceptance of the Project Manager.

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

6.17.4 Sub-contract documentation, and assessment of sub-contract tenders:

6.17.5 The Contractor is required to appoint his Sub-Contractor's under the NEC3 Engineering Contract Sub-contract unless accepted otherwise by the Project Manager, and all Sub-Contractor's will be required to conform to the requirements as set out

herein as if they were employees of the Contractor.

6.17.6 The Contractor shall ensure that the quality assurance, health and safety, industrial relations, environmental, documentation control and all other requirements placed on him under this contract are transferred into any subcontracts.

6.17.7 Where the Contractor employs a Sub-Contractor who constructs or installs part of the Works or who supplies Plant and Materials for incorporation into the Works which involves a Sub-Contractor operating on the Site and/or Working Areas, then the Contractor ensures that any such Sub-Contractor complies with the CEMP, SES and PES as appropriate and that the subcontract documentation places back-to-back obligations on the Sub-Contractor which reflect the Contractor's obligations under the CEMP, SES and PES, all within the Contractor's Quality Management System.

6.17.8 Where the Contractor employs a Sub-Contractor who constructs or installs part of the Works or who supplies Plant and Materials for incorporation into the Works which involves a Sub-Contractor operating on the Site and/or Working Areas, then the Contractor ensures that any such Sub-Contractor complies with the PIRPMP (described under paragraph 6.14.2 of the Works Information) as appropriate and that the subcontract documentation places back-to-back obligations on the Sub-Contractor which reflect the Contractor's obligations under the PIRPMP, all within the Contractor's Quality Management System as per paragraph 6.5 of the Works Information.

6.17.9 Where under the CEMP as described under paragraph 6.4 of the Works Information, the Contractor is required to remove an animal, reptile or bird from the Site and/or Working Areas, the Contractor engages a Sub-Contractor who is a specialist and qualified for the removal of such animal, reptile or bird (to include the removal of rare, endemic or endangered species). The Contractor's attention is drawn to ECC Clauses 26.2 & 26.3.

## 6.18 Plant and Materials

### Quality

6.18.1 The Contractor provides Plant and Materials for inclusion in the Works in accordance with COLTO Section 1200 clause 1205, unless otherwise stated elsewhere in the Works Information provided by the Employer. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated

elsewhere in this Works Information or as may be subsequently instructed by the Project Manager.

6.18.2 Where Plant and Materials for inclusion in the Works originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognized national standard, with all proprietary products installed to manufacturers' instructions.

6.18.3 The Contractor replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the Project Manager and the NEC 3 Supervisor on each occasion where replacement is required.

6.18.4 The Contractor performs the following with respect to Plant and Materials procured for the Works:

6.18.5 The Employer reserves the right to instruct the Contractor to provide a certificate as proof of compliance to SABS or other stated standard, for all Plant and Materials used and to be incorporated into the Works.

**Plant & Materials provided "free issue" by the Employer**

6.18.6 No Plant and Materials will be provided as "free issue" by the Employer.

6.18.7 The Contractor provides all Plant and Materials necessary for the Works.

## 6.19 Tests and inspections before delivery

6.19.1 The Contractor submits to the NEC 3 Supervisor details to certify that tests and inspections have been carried out on Plant and Materials by Others.

## 6.20 Marking Plant and Materials outside the Working Areas

6.20.1 The Contractor prepares and marks items of Plant and Materials outside the Working Areas, however the fabrication of steel will be performed outside the Site. The Contractor will be required to mark all steel members that will be for this project.

### 6.21 Preparation of post Completion contracts

6.21.1 There will be no post completion contracts linked to this project.

## 7 List of Annexures

The following is a list of Annexures issued by the Employer as part of the Contract and which apply to this Works Information:

- Annexure A – Project Specifications
- Annexure B – Health and Safety Specification
- Annexure C – Environmental Management Specifications
- Annexure D – Tender Drawings
- Annexure E – DOC-STD-0001_Rev00

# PART C4: SITE INFORMATION

**Information Only**

**All data and descriptions contained in this section of the contract documents are given for information purposes only and cannot be interpreted as prescriptive or as an instruction despite the fact that the text may give the opposite perspective. If any conflict arises between the content of this section and other sections of the contract documents, the latter take precedence**

**PART C4: SITE INFORMATION**

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## 4.1 DESCRIPTION OF THE WORKS

The Works as specified in Pat C3: Works information is to take place on Bayhead and Iran Road within the limits of the Port of Durban within eThekwini Municipality in the Province of KwaZulu Natal, South Africa (see Appendix 1 of this Site Information).

The extent of the Works is from the intersection of Bayhead Road and Langeberg Road to the security check point situated on Bayhead Road, as well as Iran Rod from intersection of Bayhead Road and Iran Road to the intersection of Iran Road and Formosa Road as indicated in the Tender Drawings included in Annexure D of the Tender Document. However, the permanent road signage and some minor works for the intersection will be carried out under this Contract.

The Contract is for the milling out of existing asphalt, limited patching, and paving back of asphalt on both carriageways (Bayhead Road) and both lanes (Iran Road).

Limited improvements to side drainage are also included as well as ancillary roadworks (guardrails, bridge deck joint repairs, placement of barriers provided by the Employer, line marking and signage).

## 4.2 ROADWORKS

The existing Bayhead Road is a two lane, dual carriageway with approximately 3.5m surfaced lanes with intermittent sidewalks (formal and informal) and a largely centre median, while Iran Road is two lane road with approximately 3.5m surfaced lanes.

A detailed description of the technical aspects of the Works is included in the Works Information.

### 4.2.1 EXISTING PAVEMENT

#### 4.2.1.1 Bayhead roads

Bayhead Road is a heavily trafficked port road serving high volumes of heavy vehicles, including abnormal and freight-related traffic. The existing pavement consists predominantly of an asphalt surfacing layer over an older pavement structure, with sections of previous patching and localised concrete/asphalt reinstatements.

Based on the site inspection, the following pavement defects were observed:

- Loss of asphalt surfacing and ravelling, with exposed aggregate visible in several areas.
- Localised potholes and surface failures, particularly within the wheel paths and near road markings.
- Longitudinal surface distress and stripping along traffic wheel paths.
- Edge and joint deterioration between existing asphalt and asphalt reinstated areas.
- Depressed and uneven areas, which may allow water ponding and further weakening of the pavement layers.
- Worn road markings and surface polishing due to continuous heavy vehicle movement.
- Damage is more severe in areas subjected to slow-moving and turning heavy vehicles.

The observed defects indicate that the existing pavement has deteriorated under heavy traffic loading and environmental exposure. The failures appear to be mainly surfacing related in some areas, while localised deeper failures may indicate weakening of the underlying base or subbase layers. These areas will require further investigation during construction and may require deep patch repairs before the new surfacing is placed.

#### 4.1.2.2 Iran roads

Iran Road is a critical freight route within the Port of Durban servicing bulk liquid terminals, warehousing facilities, and heavy vehicle operations. The road is subjected to significant heavy axle loading from tankers, articulated trucks, and abnormal vehicles accessing the industrial facilities located along the corridor.

A visual pavement assessment undertaken along Iran Road identified several forms of pavement distress indicative of both surface deterioration and underlying structural deficiencies.

The existing pavement generally comprises an asphalt surfacing layer over a granular pavement structure. Various sections of the roadway show evidence of previous maintenance interventions including asphalt patching, crack sealing, pothole repairs, and localised overlays.

## 4.2 DRAWINGS

The drawings that form part of the tender document are issued for tender purposes only (see Annexure D of the Tender Document) and as listed in section 5.1 of the Works Information.

Only figured dimensions may be used and drawings may not be scaled unless so instructed by the Project Manager. The Contractor's Designer will supply all figured dimensions omitted from the drawings.

## 4.3 CAMP ESTABLISHMENT, POWER SUPPLY AND OTHER SERVICES

The Contractor is to make his own arrangements concerning the supply of electrical power and all other services. No direct payment will be made for the provision of electrical and other services. The cost thereof is deemed to be included in the rates and amounts tendered for the various items of work for which these services are required. For further clarity refer to the Works Information (section 3).

## 4.4 CONSTRUCTION IN CONFINED AREAS

It will be necessary for the Contractor to work within confined areas. In certain places the width of the pavement layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plant.

Regardless, measurement and payment will be in accordance with the specified cross-sections and dimensions only, irrespective of the method used for achieving these cross-sections and dimensions. It is deemed that the rates tendered in the Pricing Schedule include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions. No extra payment will be made nor will any claim for additional payment be considered in such cases. (Refer to project specification sub-clause B1209(g)).

## 4.5 MANAGEMENT OF THE ENVIRONMENT

The Contractor will be responsible for construction according to an environmental management plan and environmental specifications contained in all of the Annexures under Annexure C of the Tender Document and section 6.4 of the Works Information.

The Contractor must take the utmost care to minimise the impact of his establishment and other construction activities on the environment and must adhere to the requirements as set out in Works Information. Where the Contractor fails to adhere to these requirements, the specifications in Annexure C and the Works Information provide the methodology and cost liability of remedy to the Contractor.

## 4.6 TRAFFIC AND TRAFFIC ACCOMMODATION

The non-working days are as indicated in the Works Information.

The following additional restrictions are placed on the Contractor:

The Contractor will be required to work to the Construction Sequence (Stages 1-6) as indicated in the layout drawing provided with the Tender Drawings and as outlined in the Project Specifications included with the Works Information:

- At least two lanes (min. 3.5m each lane) in each direction, without a step or level difference of more than 20mm between lanes due to construction, shall be open to traffic during the December/January holiday break, commencing at 07h00 on 15 December each year and ending at 07h00 on 5 January each year.

- At least two lanes (min. 3.5m each lane) in each direction (including the "bypass route"), without a step or level difference of more than 20mm between lanes due to construction is to be open from 17h00 on the Thursday before the Easter weekend until 07h00 the Tuesday following the Easter weekends.

- At all times, Port Operations take priority over construction works. The Contractor will be required to submit a Traffic Management Plan to the Project Manager for approval. No works will be permitted to take place until the overall Traffic Management Plan is approved by the Project Manager.

- Each and every setup and change in setup for traffic accommodation throughout the duration of the contract must be compiled and submitted by the Contractor to the NEC 3 Supervisor at least a week in advance of the works taking place. No such

works shall take place until the NEC 3 Supervisor has approved the setup or change in setup.

- All liaison with Port Operators must be through the Project Manager. The Contractor will not be permitted to liaise directly with Port Operators.

## 4.7 CLIMATE

The climate data was obtained from the South African Weather Service and is attached as Appendix 2. The Contractor is to note that the site falls within a high rainfall area and the stormwater infrastructure servicing Bayhead Road and adjoining roads and properties is in poor condition with many structures in a poor state and many of the stormwater lines blocked.

This causes flooding of the roadway. The Contractor is to take this into consideration when planning his works in terms of B1204 of the Project Specifications.

## 4.8 REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS 2014

Refer to Works Information section 6.3 and Annexure B of the Tender Document.

## 4.9 MATERIAL SOURCES

Materials for this contract will be obtained from commercial sources and include:

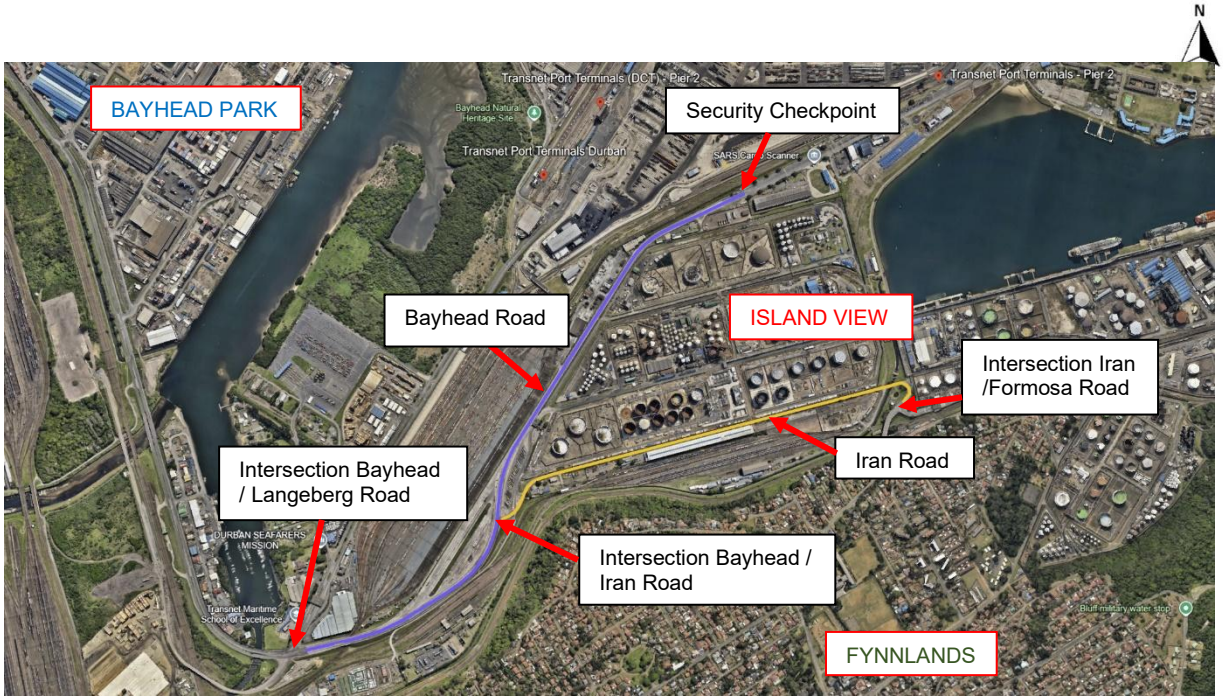
- Modified asphalt base / surfacing
- 20mm concrete aggregate
- AE2 polymer modified bitumen, bituminous emulsions and prime.

## 4.10 APPENDICES

Appendix 1: Locality Plan
Appendix 2: Weather Data

## APPENDIX 1: LOCALITY PLAN

Bayhead and Iran Road is located within the limits of the Port of Durban within eThekwini Municipality in the Province of KwaZulu Natal, South Africa. The limit of the Works is from the intersection of Bayhead Road and Langeberg Road to the security check point situated on Bayhead Road, as well as Iran Rod from intersection of Bayhead Road and Iran Road to the intersection of Iran Road and Formosa Road as shown in the locality plan below.



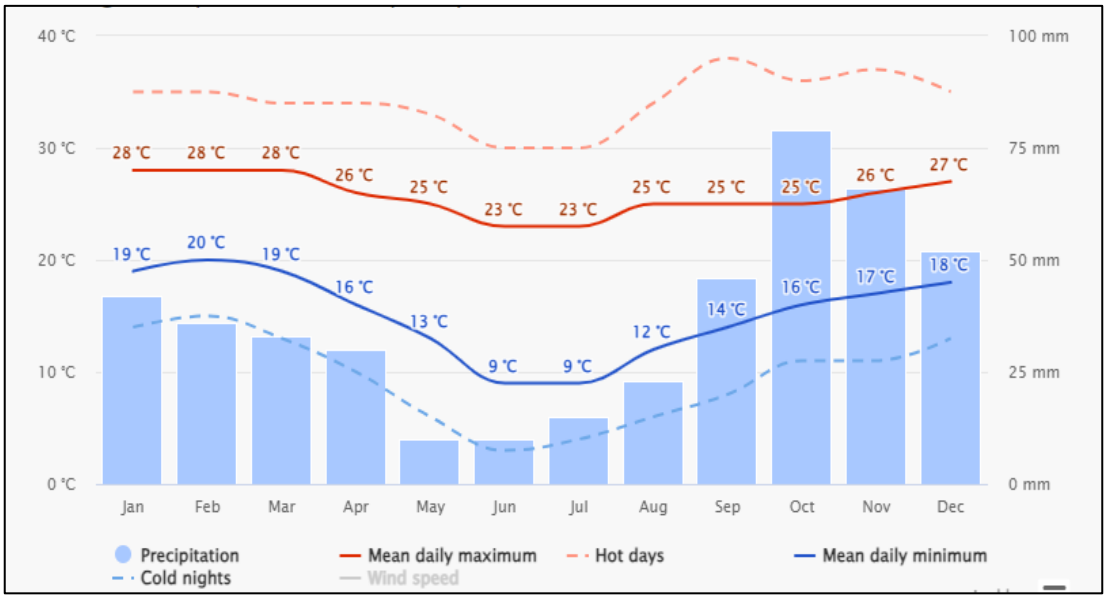

**Locality Plan of the project**

## APPENDIX 2: WEATHER DATA

Durban weather patterns are represented by the data collected from the closest South African Weather Service (SAWS) station which is located at Airport / Bayhead.

Figure 2.1: Combined Average Weather Data below, provides an overview of the last 30 years of recorded data, retrieved from Metroblue. The area is characterised by relatively dry cold months from May through to August, with the heaviest rainfall experienced during the months of October and November

Figure 2.1: Combined Average Weather Data




Figures 2.2 to 2.4 depict a series of graphs below indicating trends in weather patterns over the period 1979/1980 to 2020/2024.

Figure 2.2: Mean Yearly Temperature, Trend and Anomoly, 1979-2023

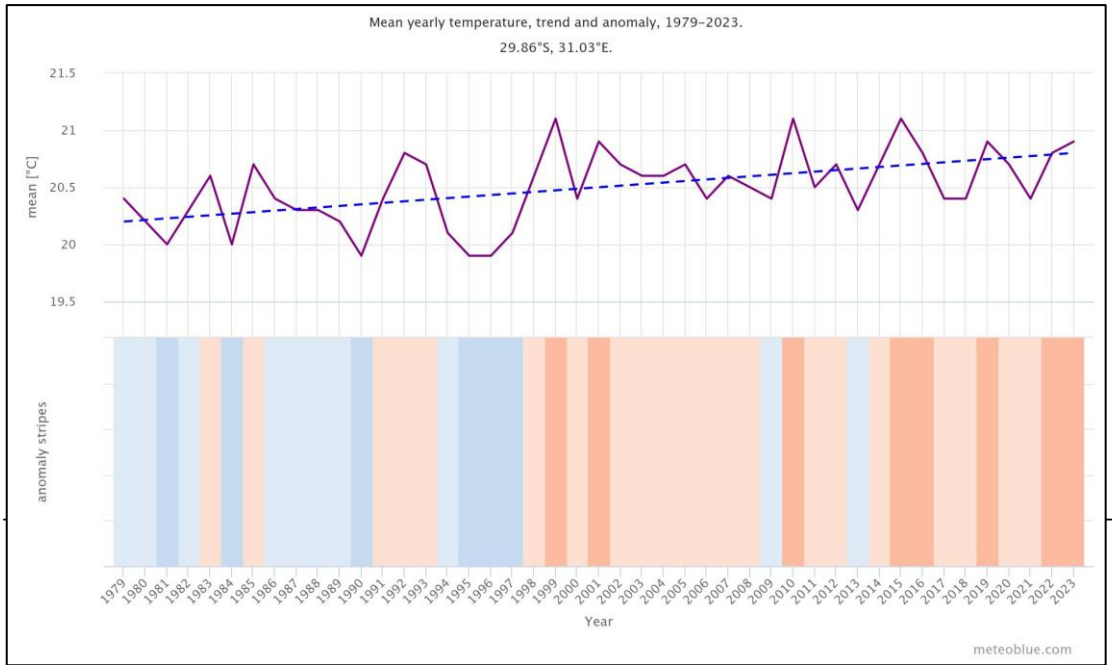


Figure 2.3: Mean Yearly Precipitation, Trend and Anomoly, 1979-2023

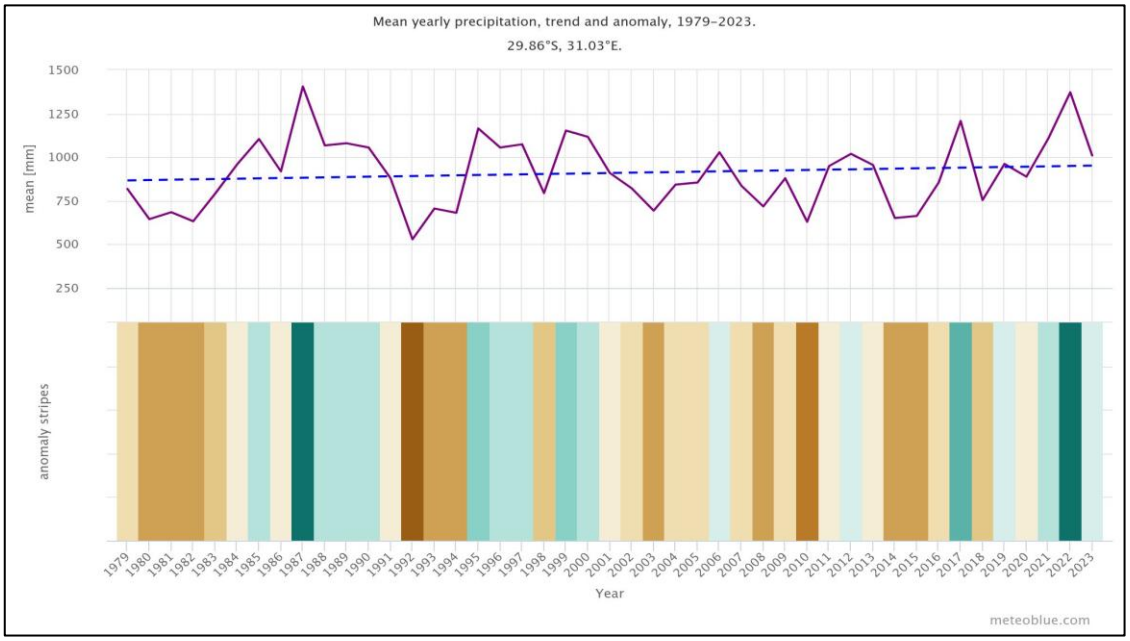
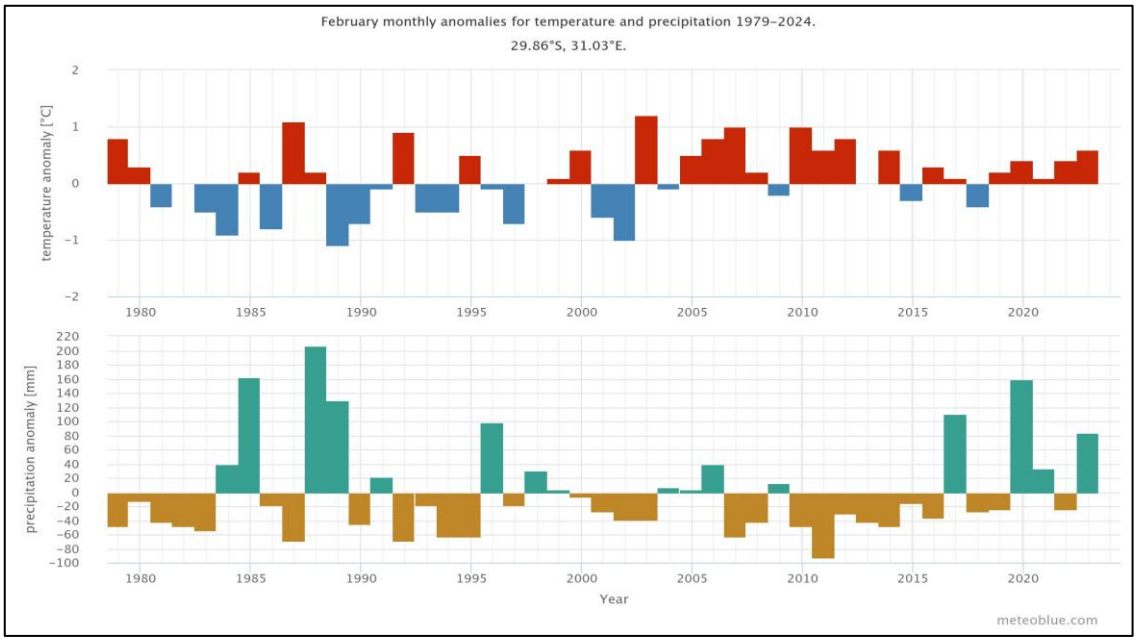



Figure 2.4: February Monthly Anomolies for Temperature and Preciptation, 1979-2024



Provision has been made in section B1215 of the Project Specifications for inclement weather delays as part of the Contractor's time risk items for which he is to make provision for in his programme (see table B1215/1 below extracted from the project specifications).

Table B1215/1: Average delays due to inclement weather

| Month | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| "n'delays (rain) | 6 | 6 | 5 | 2 | 2 | 2 | 2 | 3 | 3 | 6 | 6 | 6 | 49 |
| 'n'delays (other) | 3 | 3 | 2 | 1 | 1 | 1 | 1 | 2 | 3 | 3 | 3 | 3 | 25 |