Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE PROVISION OF STRUCTURAL REPAIRS TO C-BERTH QUAY WALL AT THE PORT OF DURBAN OVER A PERIOD OF SIX (6) MONTHS

RFP NUMBER	**: TNPA/2026/11/0002/115191/RFP**
ISSUE DATE	**: 27 NOVEMBER 2026**
COMPULSORY BRIEFING	**: 04 DECEMBER 2026**
CLOSING DATE	**: 14 DECEMBER 2026**
CLOSING TIME	**: 14H00**
TENDER VALIDITY PERIOD	**: 12 weeks from closing date**

Contents

Number **Heading**

The Tender

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

Part T2: Returnable Documents

T2.1 List of Returnable Document

T2.2 Returnable Schedules

The Contract

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data (Parts 1 & 2)

C1.3 Form of Guarantee

Part C2: Pricing Data

C2.1 Pricing Instructions

C2.2 /Bill of Quantities

Part C3: Scope of Work

C3.1 Works Information

Part C4: Site Information

C4.1 Site Information

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	**THE PROVISION OF STRUCTURAL REPAIRS TO C-BERTH QUAY WALL AT THE PORT OF DURBAN OVER A PERIOD OF SIX (6) MONTHS**
TENDER DOWNLOADING	**This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.**
CIDB NOTICE	**A Tender notice from CIDB can be accessed at CIDB website https://www.cidb.org.za/cidb-tenders/currenttenders/**

COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at **237 Mahatma Gandhi, Queens Warehouse Building, Durban on the 04 December 2026.,** at **10:00am [10 O'clock]** for a period of ± 3 (three) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.

<table>
<tr><td></td><td>A Site visit/walk will take place, tenderers are to note:
Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.
Tenderers without the recommended PPE will not be allowed on the site walk.
Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.
All forms of firearms are prohibited on Transnet properties and premises.
The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.
Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory tender briefing.
Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.
Tenderers failing to attend the compulsory tender briefing will be disqualified.</td></tr>
<tr><td>B.U.I.L.D PROGRAMME CONDITIONS</td><td>This tender will apply the following BUILD Programme conditions:<table><tr><th></th><th>Tick</th></tr><tr><td>Standard for Skill Development - Contract Skill Development Goals (CSDG</td><td></td></tr><tr><td>Standard for Enterprise Development [Indirect Targeting-Contract Participation Goals (CPG)]</td><td>X</td></tr></table>The successful Tenderer will be required to adhere to the requirements of the selected BUILD Programme as a condition of contract.</td></tr>
<tr><td>CLOSING DATE</td><td>14:00 on 14 December 2026
Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</td></tr>
</table>

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

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

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

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

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

3. CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidentiality. In this regard Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any

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

4. DISCLAIMERS

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

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

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

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

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

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

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

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

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

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

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

4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including

but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-11], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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

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

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

The following whistle blowing channels area available to report incidents:

1.1 Toll Free No: 0800 003 056
1.2 Email Address: Transnet.Reportit@outlook.com
1.3 SMS: 063 786 7403
1.4 Please Call me number: *120*0637867403
1.5 A dedicated Website: https://whistleblowersoftware.com/secure/Transnet

SECTION 1: SBD1 FORM

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE THE MAINTENANCE OF BUILDING AND MARINE DEPOT IN THE PORT OF DURBAN FOR A PERIOD OF SIX (6) MONTHS							
BID NUMBER:	**TNPA/2026/11/0002/115191/RFP**	ISSUE DATE:	**27/11/2026**	CLOSING DATE:	**14/12/2026**	CLOSING TIME:	**14:00**
DESCRIPTION	**THE PROVISION OF STRUCTURAL REPAIRS TO C-BERTH QUAY WALL AT THE PORT OF DURBAN OVER A PERIOD OF SIX (6) MONTHS**						

BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS

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

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

a) Log on to the Transnet eSupplier website/Portal (**https://transnetetenders.azurewebsites.net**)

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

- - to sign in if already registered;

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

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

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

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

h) No late submissions will be accepted.

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

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

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

L) A detailed bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

BIDDING PROCEDURE / TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**Hlengiwe Dlamini**
TELEPHONE NUMBER	
FACSIMILE NUMBER	
E-MAIL ADDRESS	TNPAtenderenquiriesdbn@transnet.net

SUPPLIER INFORMATION **NB- Contact details below will be used to make contact with the tenderer. Return of other contact details anywhere else in the tender document will NOT be used to contact the tenderer.**				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

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

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

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

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

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO

DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

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

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

DATE:_____

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts. 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.

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.*

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

		C1.3 Form of Securities
	Part C2: Pricing data	C2.1 Pricing instructions C2.2 Bill of Quantities
	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Contracts Manager
	Name:	Hlengiwe Dlamini
	Address:	237 Mahatma Gandhi, Queens Warehouse Building, Durban
	E – mail	TNPAtenderenquiriesdbn@transnet.net

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

1. **Stage One Step One – Eligibility with regards to Test for Administrative and substantive Responsiveness**
   The test for administrative and Substantive responsiveness will include the following:

Administrative & Substantive responsiveness check
• Whether the Bid has been lodged on time
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time
• Verify the validity of all returnable documents
• Verify if the Bid document has been duly signed by the authorised respondent
• Whether any general and legislation qualification criteria set by Transnet, have been met
• Whether the Bid contains a priced offer. **Respondents are required to complete the BOQ in full, failure to complete may result in disqualification of the tender.**
• Whether the Form of Offer & Acceptance is completed in full and signed.
• Whether the Bid materially complies with the scope and/or specification given

2. **Stage One Step Two - Eligibility with regards to attendance at the compulsory clarification meeting:**
   An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7

3. **Stage One Step Three - Eligibility in terms of the Construction Industry Development Board:**

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

b) Joint Venture (JV)
   Joint ventures are eligible to submit tenders subject to the following:
   1. every member of the joint venture is registered with the CIDB;
   2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
   3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **7CE or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
      The tenderer shall provide a certified copy of its signed joint venture agreement

4. **Stage One Step Four - Eligibility in terms of Technical Pre-Qualification criteria**
   The following eligibility criteria will form the basis of evaluating all tenders and failure to comply will result in the elimination of the tender:
   - The Tenderer shall appoint a **Contracts Manager** who holds a minimum qualification of a BSc, BEng, or BTech in Civil Engineering and is registered with the South African Council for the Project and Construction Management Professions (SACPCMP).
   - The Tenderer shall appoint a **Construction Manager** who holds a minimum qualification of a BSc, BEng, or BTech in Civil/QS/Construction qualification and is registered with the South African Council for the Project and Construction Management Professions (SACPCMP).

- The Tenderer shall appoint a **Health and Safety Officer**: Professionally Registered as Construction Health and Safety Officer with SACPCMP and have a SAMTRAC or an equivalent training course as a minimum qualification.

Refer to T2.2-03.1 for detailed required evidence for the above.

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

5. Stage Two - Functionality:

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

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

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

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

C.2.13.9	Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.
C.2.15	The closing time for submission of tender offers is: Time: **14:00** on the **14 December 2026** Location: The Transnet e-Tender Submission Portal: (https://transnetetenders.azurewebsites.net); **NO LATE TENDERS WILL BE ACCEPTED**
C.2.16	The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.
C.2.23	The tenderer is required to submit with his tender: 1. A valid Tax Clearance Certificate issued by the South African Revenue Services. **Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status**. 2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], **CIPC BBBEE Certificate** or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender; 3. A valid CIDB certificate in the correct designated grading; 4. Proof of registration on the Central Supplier Database; 5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV. **Note:** Refer to Section T2.1 for List of Returnable Documents
C3.11	The minimum number of evaluation points for functionality is: **60** The procedure for the evaluation of responsive tenders is Functionality, Price and Preference: **Only those tenderers who attain the minimum number of evaluation points for Functionality will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from any further consideration.**

Functionality Criteria

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-03 Qualifications and Experience of Key persons Please refer to schedule T2.2-03 for details.	**Relevant experience for the following:** **Senior Site Management** ≥15years Experience **Site Officers**≥5 Years' Experience	15	**15**
T2.2-04 Previous Experience Please refer to schedule T2.2-04 for details.	**Construction of Marine Infrastructure projects** ▪ The tenderer has completed Marine Infrastructure construction project ▪ Reference Letter	10	**20**
	Construction of Shore Protection Structures projects ▪ The tenderer has completed Shore Protection construction project ▪ Reference Letter	07	
	Repair of Reinforced Concrete Structures projects ▪ The tenderer has completed Rehabilitation of Reinforced Concrete Structure project ▪ Reference Letter	03	
T2.2-05 Approach Paper	Technical Approach/ Methodology on Key Project Elements to the Execution of the Works	15	**20**

Please refer to schedule T2.2-05 for details.	Execution of Key Activities Well Articulated	05	
T2.2-06 Programme Please refer to schedule T2.2-06 for details.	Ability to Provide the Works:	05	**15**
	Provision of dates	05	
T2.2-07 Health and Safety Requirements Please refer to schedule T2.2-07 for details.	Method Statement	05	**15**
	Risk Assessment	05	
	Policy, Organisation and Safety and Health Management Involvement	05	
T2.2-08 Environmental Management Please refer to schedule T2.2-08 for details.	Environmental Management Plan (EMP)	15	**15**
Maximum possible score for Functionality			**100**

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

- T2.2-03 Qualifications and Experience of Key person
- T2.2-04 Previous Experience
- T2.2-05 Approach Paper
- T2.2-06 Programme
- T2.2-07 Health and Safety Requirements
- T2.2-08 Environmental Management

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100 (linear scale, more suitable for NEC3, ECC (construction related procurement).

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 <u>not</u> be considered for further evaluation. This note must be read in conjunction with Clause C.2.1.

C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 or 90/10 preference points systems as described in Preferential Procurement Regulations.

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

or

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

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

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

Selected Specific Goal	Number of points allocated (20)	Number of points allocated (10)
B-BBEE Status Level of Contributor 1 or 2	05	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: EMEs and/or QSEs black-owned	15	07
Non-Compliant and/or B-BBEE Level 3-8 contributors	0	0

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC 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: EMEs and/or QSEs black-owned	• Sub-contracting agreement(s). • Subcontractors B-BBEE Certificate / Sworn Affidavit / CIPC B-BBEE Certificate as per DTIC guidelines.

The maximum points for this bid are allocated as follows:

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

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

C.3.13 Tender offers will only be accepted if:

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

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

3. The tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the

tenderer's ability to perform the contract in the best interests of the Employer or potentially 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. The objective criteria Transnet may apply in this bid process include;

   a) Bidder is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;

   b) Award of business to a bidder who did not score the highest points on price and specific goals, should the price of highest ranked bidder be underquoted and is not market related.

   c) There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact;

   d) The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;

   e) Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment;

   f) It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;

   g) The tenderer or its members, directors, partners:

   - Is under restrictions as contemplated in the Integrity Pact,
   - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;

   h) cannot, as necessary and in relation to the proposed contract, demonstrate that it possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical

facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;

i) has no legal capacity to enter into the contract;

j) is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;

k) does not comply with the legal requirements, if any, stated in the tender data; and

l) is not able to perform the contract free of conflicts of interest.

m) is able, in the option of the employer to perform the contract free of conflicts of interest.

n) An unacceptable commercial risk to the employer due to unduly high or unduly low, tendered rates or amounts in the tender offer. Before rejecting a tender on the grounds that it is unduly low, the employer will request in writing details of the constituent elements of the tender which it considers relevant, including:

i) the economics of the construction method, the manufacturing process or the services provided;

ii)the technical solutions chosen or any exceptionally favourable conditions (or both) available to the tenderer for the execution of the work or the provision of the supplies or services

iii) the originality of the work, supplies or services proposed by the tenderer;

iv) compliance with the statutory provisions such as those relating to the employment of labour, health and safety etc. The employer will verify these constituent elements by consulting the tenderer, taking account of the evidence and presentations provided including supplier quotations etc. if the tenderer cannot justify the unduly low price, the Employer will award the tender to the next ranked bidder. If the next ranked bidder is unduly low the same process above shall apply.

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

T2.1 List of Returnable Documents

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

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

T2.2-02 **Stage One Step Three as per CIDB: Eligibility Criteria Schedule -** CIDB Registration 7CE or Higher

Stage One Step Four: Eligibility in terms of Technical Pre-Qualification criteria

- The Tenderer shall appoint a Contracts Manager who holds a minimum qualification of a BSc, BEng, or BTech in Civil Engineering and is registered with the South African Council for the Project and Construction Management Professions (SACPCMP).
- The Tenderer shall appoint a Construction Manager who holds a minimum qualification of a BSc, BEng, or BTech in Civil/QS/Construction qualification and is registered with the South African Council for the Project and Construction Management Professions (SACPCMP).
- The Tenderer shall appoint a Health and Safety Officer: Professionally Registered as Construction Health and Safety Officer with SACPCMP and have a SAMTRAC or an equivalent training course as a minimum qualification.

2.1.2 Stage Two as per Eligibility in terms of Functionality:

T2.2-03 Qualifications and Experience of Key person

T2.2-04 Previous Experience

T2.2-05 Approach Paper

T2.2-06 Programme

T2.2-07 Health and Safety Requirements

T2.2-08 Environmental Management

2.1.3 Returnable Schedules:

General:

T2.2-09 Authority to submit tender

T2.2-10 Record of addenda to tender documents

T2.2-11 Letter of Good Standing

T2.2-12 Schedule of proposed Subcontractors

T2.2-13 Compulsory Enterprise Questionnaire

T2.2-14 Non-Disclosure Agreement

Agreement and Commitment by Tenderer:

T2.2-15 Agreement in terms of Protection of Personal Information

T2.2-16 RFP Declaration Form

T2.2-17 RFP – Breach of Law

T2.2-18 Certificate of Acquaintance with Tender Document

T2.2-19 Service Provider Integrity Pact

T2.2-20 Supplier Code of Conduct

1.3.2 Guarantees/Financial/Insurance:

T2.2-21 Insurance provided by the Contractor

T2.2-22 Three (3) years audited financial statements

T2.2-23 Form of Intent to provide a Performance Guarantee

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions

2.6 C2.2 Bill of Quantities

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:	**237 Mahatma Gandhi, Queens Warehouse Building, Durban**	
On (date)	04 December 2026	Starting time: **10:00am**

Particulars of person(s) attending the meeting:

Name ..... Signature .....

Capacity .....

Attendance of the above company at the meeting was confirmed:

Name ..... Signature .....

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

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

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

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

2. Joint Venture (JV)

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

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

T2.2-03.1: Evaluation Schedule - Eligibility in terms of Technical Pre-Qualification criteria

Pre-qualification Schedule 1:

Due consideration must be given to the deliverables required to execute and complete the contract as stated in the Scope of Services and should include but not be limited to:

The following eligibility criteria will form the basis of evaluating all tenders and failure to comply will result in the disqualification of the tender.	**Acceptable Evidence**	**Acceptable Evidence submitted?**	
		Yes	**No**
The Tenderer shall appoint a **Contracts Manager** who holds a minimum qualification of a BSc, BEng, or BTech in Civil Engineering and is registered with the South African Council for the Project and Construction Management Professions (SACPCMP).	- Qualification of a BSc, BEng, or BTech in Civil Engineering.		
	- Proof of registration with the South African Council for the Project and Construction Management Professions (SACPCMP)		
The Tenderer shall appoint a **Construction Manager** who holds a minimum qualification of a BSc, BEng, or BTech in Civil/QS/Construction qualification and is registered with the South African Council for the Project and Construction Management Professions (SACPCMP).	- Qualification of a BSc, BEng, or BTech in Civil/QS/Construction qualification.		
	- Proof of registration with the South African Council for the Project and Construction Management Professions (SACPCMP)		
The Tenderer shall appoint a **Health and Safety Officer**: Professionally Registered as Construction Health and Safety Officer with SACPCMP and have a	- Proof of registration with the South African Council for the Project and Construction Management Professions (SACPCMP)		

SAMTRAC or an equivalent training course as a minimum qualification.	Proof of SAMTRAC or an equivalent training course as a minimum qualification.		

Note: failure to provide the above will result in disqualification of the tender.

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

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

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

Tenderer .....

T2.2-03.2: Evaluation Schedule - Qualification and Experience of Key Persons

Please describe the management arrangements for the *works* and the tenderer is to take note that all copies of certificates submitted must be certified. Comprehensive CV's must be attached to this schedule.

As a minimum each Qualification Certificate must be certified and address the following, but not limited to;

i) Personal particulars;

ii) Qualifications (degrees, diplomas, grades of membership of professional societies and Professional registrations);

iii) Skills;

iv) Name of current employer and position;

v) Overview of post-graduation work experience (year, organisation, and position); and

vi) Provide a summary of recently completed projects that are similar in scope to the current work.

1. CV's for people proposed for all identified posts including:
   Senior Site Management:

   - Contracts Manager,
     - Contracts Manager should at least have a BSc/BEng/BTech in Marine/Civil/Structural Engineering qualification and shall be registered with SAPCMP with at least 15 years of experience in the construction of marine structural engineering projects. The Contracts Manager should also demonstrate a minimum of 5 years' experience in the management of NEC3 Engineering and Construction Contract option.

   - Construction Manager,
     - Construction Manager should at least have a BSc/BEng/BTech in Civil/QS/Construction qualification and should be registered with SAPCMP with at least 15 years of experience in the construction of marine structural engineering projects.

   - Planner,
     - Planner should have more than 15 years of experience working in marine/civil construction as planner and experience working with the NEC3 Engineering and Construction Contract Option chosen for this contract.

   - General Foreman,
     - Qualification for General Foremen not compulsory unless the incumbent can demonstrate that he/she has developed the necessary competence with more than 15 years of experience in the construction of earth retaining structures, marine structures, or similar engineering projects.

Site Officers

- Quality Officer,
  - Quality officer should have a B-Tech, Diploma, and Certified qualification in quality system with relevant quality experience in construction and experience working with the NEC3 Engineering and Construction Contract Option chosen for this contract. More than 5 years of experience in a quality systems environment and relevant experience in marine/civil construction projects is required. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful.

- Environmental Officer,
  - Environmental Officer should have a B-Degree in Environmental Management/Science or equivalent qualification with a minimum of 5 years work experience in marine or civil construction. A list of projects where construction environmental management duties have been executed must be provided and include a brief description of such duties.

- Health & Safety Officer,
  - Health and Safety Officer: Professionally Registered as Construction Health and Safety Officer with SACPCMP with more than 5 years of experience on marine and civil construction projects and have a SAMTRAC or an equivalent training course as a minimum qualification.

2. Details of relevant experience for proposed staff working in similar projects in terms of nature, complexity, and value.
3. Details of experience for proposed staff in respect to NEC3 Engineering and Construction Contract Option chosen for this contract.
4. Detail of experience must include the following construction works:
   - Scour protection
   - Quay walls
   - Earth retaining structures
   - Dredging

Attached submissions to this schedule:

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The scoring of the Management & CVs of Key Persons will be as follows:

	Relevant experience for the following:	**Weight**
	Senior Site Management ≥15years Experience	**60%**
	▪ Contracts Manager	30%
	▪ Construction Manager	25%
	▪ Lead Planner	20%
	▪ General Foreman	25%
	Site Officers ≥5 Years' Experience	
	▪ Health & Safety Officer	**40%**
	▪ Environmental Officer	35%
	▪ Quality Officer	30%
		35%
Total Points 15	**15**	
0	The Tenderer has submitted no information to determine score, and qualification documents are not certified.	
20	Key staff do not have relevant levels of relevant experience. ▪ Senior Site Management: ≤ 2 years ▪ Site officers: ≤ 1year	
40	Key staff has limited levels of relevant experience. ▪ Senior Site Management: (> 2 ≤ 5 years) ▪ Site officers: (>1≤ 2 years)	
60	Key staff has reasonable levels of relevant experience. ▪ Senior Site Management: (> 5 ≤ 10 years) ▪ Site officers: (> 2 ≤ 3 years)	
80	Key staff has extensive levels of relevant experience. ▪ Senior Site Management: (> 10 < 15 years) ▪ Site officers:(> 3 < 5)	
100	Key staff has outstanding levels of relevant experience. ▪ Senior Site Management: ≥15years ▪ Site officers: ≥5years	

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

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

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

Tenderer .....

T2.2-04: Evaluation Schedule - Previous Experience

Note to Tenderers:

Tenderers are required to demonstrate their experience in the delivery of similar projects, areas, conditions, and circumstances in relation to the Works Information in the last 10 years, and to this end shall supply a sufficiently detailed reference list with contact details of customers/clients.

Please provide your previous experience showing but not limited to the Construction of the following infrastructure projects:

- Marine infrastructure: Construction of Jetty structures, Quay walls, including dredging and reclamation, and scour protection.
- Shore Protection Structures: Construction of Seawalls, Revetments, Breakwaters, Gabions, Groynes, earth retaining structures and other similar structures.
- Repair of Reinforced Concrete Structures: Structural rehabilitation of reinforced concrete structures.

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

Clients	**Client contact details**	**Project Description**	**Year of project completion**	**Project Value**

Index of documentation attached to this schedule:

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	Construction of Marine Infrastructure projects - The tenderer has completed Marine Infrastructure construction project - Reference Letter	**Construction of Shore Protection Structures projects** - The tenderer has completed Shore Protection construction project - Reference Letter	**Repair of Reinforced Concrete Structures projects** - The tenderer has completed Rehabilitation of Reinforced Concrete Structure project - Reference Letter
Total Points 20	**10**	**7**	**3**
Score			
0	The tenderer has submitted no information, or the tenderer has submitted a list of projects with no reference letters.		
20	1. The tenderer has completed one (1) Marine Infrastructure construction project in the last 10 years with valid references and certificates of completion. 2. Reference letters	1. The tenderer has completed one (1) Shore Protection construction project in the last 10 years with valid references and certificates of completion. 2. Reference letters	1. The tenderer has completed one (1) Rehabilitation of Reinforced Concrete Structure project in the last 10 years with valid references and certificates of completion. 2. Reference letters
40	1. The tenderer has completed two (2) Marine Infrastructure construction projects in the last 10 years with valid references and certificates of completion. 2. Reference letters	1. The tenderer has completed two (2) Shore Protection construction projects in the last 10 years with valid references and certificates of completion. 2. Reference letters	1. The tenderer has completed two (2) Rehabilitation of Reinforced Concrete Structure projects in the last 10 years with valid references and certificates of completion. 2. Reference letters

60	1. The tenderer has completed three (3) Marine Infrastructure construction projects in the last 10 years with valid references and certificates of completion. 2. Reference letters	1. The tenderer has completed three (3) Shore Protection construction projects in the last 10 years with valid references and certificates of completion. 2. Reference letters	1. The tenderer has completed three (3) Rehabilitation of Reinforced Concrete Structure projects in the last 10 years with valid references and certificates of completion. 2. Reference letters
80	1. The tenderer has completed four (4) Marine Infrastructure construction projects in the last 10 years with valid references and certificates of completion. 2. Reference letters	1. The tenderer has completed four (4) Shore Protection construction projects in the last 10 years with valid references and certificates of completion. 2. Reference letters	1. The tenderer has completed four (4) Rehabilitation of Reinforced Concrete Structure projects in the last 10 years with valid references and certificates of completion. 2. Reference letters
100	1. The tenderer has completed five (5) Marine Infrastructure construction projects in the last 10 years with valid references and certificates of completion. 2. Reference letters	1. The tenderer has completed five (5) Shore Protection construction projects in the last 10 years with valid references and certificates of completion. 2. Reference letters	1. The tenderer has completed five (5) Rehabilitation of Reinforced Concrete Structure projects in the last 10 years with valid references and certificates of completion. 2. Reference letters

T2.2-05: Evaluation Schedule - Approach Paper

The Approach Paper must respond to the Works Information and outline the proposed approach / methodology including that relating but not limited to programme, method statement, technical approach, and an understanding of the project objective.

The approach paper should articulate what the Tenderer will provide in achieving the stated objectives for the project and demonstrate alignment to his proposed Programme. Tenderers to also exhibit a clear understanding of the project and has shown a concise method statement for all activities incorporating best practice.

The Tenderer must as such explain his / her understanding of the objectives of the works and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted and demonstrate its compatibility. The approach should also include and outline processes, procedures and associated resources, to meet the requirements and indicate how risks and Project constraints will be managed.

The Tenderer must attach his / her approach paper to this page. The approach paper should not be longer than 5 pages.

The approach paper must include as a minimum but not limited to the following **key activities** (the *Contractor* must refer to the works information for a full description of the scope of the works):

1. **Loading, transportation, and storage Material**
2. **Casting/placement of reinforced concrete**
3. **Plant and Equipment**
4. **Condition Assessment**
5. **Diving activities**
6. **Multibeam Surveys**
7. **Excavations/Dredging**

The key activities should include the following **project elements** to the execution of the works:

a. Outline of proposed approach

b. Narrative related to the programme

c. Detailed method statement, technical approach and construction sequencing

(demonstrate using sketches) in terms of the Works Information

d. Demonstrate an understanding of how the project objectives are to be achieved

e. Demonstrate how risks and constraints will be managed

f. Detailed list of Equipment and number thereof to execute the works, and areas it will be utilised. The proposed Equipment to include trucks, floating platforms, etc.

g. Methodology of material tests before delivery to site.

h. Sketches and narrative detailing mooring details of all floating plant used for transportation of material, and reconstruction of the quay wall taking into account tidal and current conditions.

i. Details of proposed hydrographic and multi-beam survey Equipment to be used taking into account the different water depths, winds, waves, currents and other significant site conditions that may be experienced.

j. Details of diving activities including the diving equipment to be utilised.

The contractor's method statement should comprehensively detail all **seven (7) key activities** involved in the repair of the quay wall. The statement should exhibit a thorough understanding of the potential risks and how these will be addressed to safeguard both workers and the environment. It must present a clear and well-defined strategy to ensure the quality of the repair work.

Furthermore, the **ten (10) key project elements** must be covered i.e. method statement needs to address the logistics of accessing the site, transporting materials, and safely mobilizing the necessary equipment on the floating platform. Contingency plans should also be outlined to handle any adverse weather conditions or unexpected events that may impact the repair operations.

Index of documentation attached to this schedule:

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The scoring of the approach paper will be as follows:

	Technical Approach/Methodology on Key Project Elements to the Execution of the Works	**Execution of Key Activities Well Articulated**
Total Points 20	**15**	**5**
Score		
0	The Tenderer has submitted no information or inadequate information to determine a score and or: The technical approach/methodology covers less than **six (6) of the key project elements** required.	The Tenderer has submitted no information or inadequate information to determine a score and or: The technical approach/methodology covers less than **three (3) of the key activities** required.
20	The technical approach/methodology is not acceptable as it covers only **six (6) of the key project elements** required.	The technical approach/methodology is not acceptable as it covers three (3) of the **key activities** required.
40	The technical approach/methodology covers **seven (7) of the key project elements** required.	The technical approach and / or methodology covers four (4) of the **key activities** required.
60	The technical approach/methodology covers **eight (8) of the key project elements** required.	The technical approach and / or methodology covers five (5) of the **key activities** required.
80	The technical approach/methodology covers **nine (9) of the key project elements** required.	The technical approach and / or methodology covers all the six (6) **key activities** required.
100	The technical approach/methodology covers **ten (10) of the key project elements** required.	The technical approach and / or methodology covers all the seven (7) **key activities** required.

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

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

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

Tenderer .....

T2.2-06: Evaluation Schedule: Programme (15 points)

Note to tenderers:

The Tenderer provides a hard copy of the proposed programme and/or makes reference to his proposed programme and electronic programme developed using a scheduling software tool. The Tenderer must submit a programme in Microsoft Projects (MsP) or Primavera(P6).

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

Project program to indicate the logical order and timelines of all activities as per the scope of work.
Program (Schedule of work) to detail each activity and its durations in the form of Gantt chart.
Level 4 (Construction schedule) with the following requirements:

1. Work breakdown structure in logical order,
2. Durations and dates for all work is shown,
3. Key milestones and critical paths in MS project/primavera format and Basis of schedule aligned with the programme.
4. The programme must be resource-loaded, showing labour, equipment, and materials against time.
5. Contractor must include contingency and risk management measures for disruptions (labour, supply chain, etc.

The Contractor indicates how he plans in achieving dates and clearly demonstrate them on the schedule by complying with Clause 31.2 of the NEC ECC-Initiate starting dates, access dates, planes completion, sectional completion dates and completion dates.

The Programme must clearly demonstrate adequate provisions for Time Risk Allowance(TRA). Time risk allowance are no float, are owned by the Tenderer, can be included in the activity duration, and illustration in the schedule in the code field or as an attachment.

The Basis of schedule document is required, stipulating, but not limited to, underlying assumptions conditions, constraints, and approach to proving the works as detailed in the programme.

The Programme should indicate the following columns as a minimum:

The scoring of the Programme will be as follows:

Scores	**Ability to Provide the Works:**	**Provision of Dates:**
	The Tenderer must submit a programme in Microsoft Projects (MsP) or Primavera(P6), the Tenderer's Programme submission must meet these requirements: 1. Schedule for submission must indicate the Design of the structural repair work methodology. 2. Logically linked using the critical path method (CPM). 3. The Tender has also submitted the Basis of Schedule (BoS). 4. The Tender Programme has captured the complete scope at minimum level 4(Construction schedule) as per the Scope of Work 5. Indicate all the Supply and delivery of construction materials.	The Tenderer clearly indicates in the schedule all milestones, activities & information related to the following: 1. Float and Time Risk Allowances (Operations, Rain and Wind) 2. SHEQ requirements specified in the contract. 3. Schedule for submission must Indicate the Temporary works as per Works information. 4. Starting date, access dates, Key Dates and Completion Date and Planned Completion for each Key Date for each option and the complete works. 5. The Tender Programme shall be aligned to the Pricing Data as contained under Part C2 and detailed at an appropriate level of decomposition and Approach Paper.
15 Points	**8**	**7**
Score 0	The tenderer has submitted no information to determine a score.	The tenderer has submitted no information to determine a score.
Score 20	The tenderer has addressed 1 of the (5) criteria requirements.	The tenderer has addressed 1 of the (5) criteria requirements
Score 40	The tenderer has addressed 2 of the (5) criteria requirements.	The tenderer has addressed 2 of the (5) criteria requirements.
Score 60	The tenderer has addressed 3 of the (5) criteria requirements.	The tenderer has addressed 3 of the (5) criteria requirements.
Score 80	The tenderer has addressed 4 of the (5) criteria requirements.	The tenderer has addressed 4 of the (5) criteria requirements.
Score 100	The tenderer submission has addressed all (5) criteria requirements.	The tenderer has addressed all (5) criteria requirements.

T2.2-07: Evaluation Schedule: Health and Safety Requirements (15 Points)

Submit the following documents as a minimum with your tender:

1. Safety and Health Plan
2. Valid Safety and Health Policy signed by the Chief Executive Officer / Managing Director
3. Signed OHS Act 16.2 Appointee Letter
4. Relevant SHE legal appointee's letters in terms of Construction Regulations applicable to the Project:
    - SHE Representatives
    - First Aiders
    - Risk Assessors
5. Project organogram with names of Safety and Health legal appointments.Complete and return with tender documentation the Contractor Safety Questionnaire included to this Evaluation Schedule as a returnable, attach all required supporting documents and complete your company three-years synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.

Attached submissions to this schedule:

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

Item	Criteria	Required Information	Sub-Criteria/ Compliance Measure	Total Points (15)
1.	**Method Statement**	Documents or required information to ensure SHE compliance in terms of Scope of work: 1.Scope of the work and hazards identified are aligned to risk assessment. 2.Specific Personal Protective Equipment (PPE) required to complete the job 3.Required Personnel responsibilities 4.Resources and equipment required 5.Emergency procedures specific to the project	**0=** No response or none of the elements met or Information is generic. **20=** The tenderer has submitted only 1 element. **40=** The tenderer has submitted only 2 elements. **60=** The tenderer has submitted any 3 elements. **80=** The tenderer has submitted only 4 elements. **100=** The tenderer has submitted all 5 elements.	**5**
2.	**Risk Assessment**	The tenderer to submit a detailed Risk Assessment. The information to ensure SHE compliance is in terms of Scope of work Baseline risk assessment which as a minimum includes these elements: 1.Identify the risks and hazards to which people may be exposed to. 2.Analysis and evaluation of identified risks/ hazards.	**0=** No response or none of the elements met or Information is generic. **20=** The tenderer has submitted only 1 element. **40=** The tenderer has submitted only 2 elements.	**5**

		3.Measures to mitigate, reduce or control the risks and hazards identified with roles and responsibilities for implementation and control. 4.Defined Risk Assessment methodology in which risks are quantified. 5.Signed Risk assessment by 16.2 or Construction Manager or Construction Supervisor.	**60=** The tenderer has submitted any 3 elements. **80=** The tenderer has submitted only 4 elements. **100=** The tenderer has submitted all 5 elements.	
3.	**Policy, Organisation and Safety and Health Management Involvement**	1. Safety and Health Plan 2. Valid Safety and Health Policy signed by the Chief Executive Officer / Managing Director 3. Signed OHS Act 16.2 Appointee Letter 4. Relevant SHE legal appointee's letters in terms of Construction Regulations applicable to the Project: o SHE Representatives o First Aiders o Risk Assessors 5. Project organogram with names of Safety and Health legal appointments.	**0=** No response or none of the elements met or Information is generic. **20=** The tenderer has submitted only 1 element. **40=** The tenderer has submitted only 2 elements. **60=** The tenderer has submitted any 3 elements. **80=** The tenderer has submitted only 4 elements. **100=** The tenderer has submitted all 5 elements.	**5**

T2.2-08: Evaluation Schedule - Environmental Management (15 Points)

The Tenderer must review the following documents in preparation to meeting the environmental

a) TNPA-ENV-STD-001 Rev 04 Construction Environmental Management Plan (CEMP);

b) TNPA-IMS-ENV-SOP-009.001 COVID-19 Health care waste management on construction sites;

c) TNPA-ENV-STD-002 Rev 04 Standard Environmental Specifications (SES);

d) Transnet Integrated Management System (TIMS) Policy Commitment Statement; and

e) Project Environmental Specification (PES) which includes TNPA minimum standards as contained in the following documents:

- TNPA list of approved waste services Contractors

1. The tenderer must provide evidence of their Environmental Management Plan (EMP).

Attached submissions to this schedule:

.....

.....

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

1. Environmental Management Plan (EMP)

Environmental Management Plan (EMP):	**Score**
The tenderer shall provide a detailed Environment Management Plan (EMP) specific to the scope of the project. The EMP must identify the possible environmental impacts of the proposed activity; and include measures to minimise, mitigate and manage these impacts. The EMP must include but not limited to the following sections: 1. Dust Management. 2. Noise control. 3. Management of hazardous chemical and flammable substances. 4. Pollution control and spill response. 5. Waste Management. 6. Environmental education and awareness. 7. Housekeeping. 8. Environmental Laws and Regulations relevant to the project. 9. Occurrence management. 10. Management responsibilities. 11. Protection of sensitive/ no-go areas. 12. Monitoring and reporting. 13. The EMP must include an environmental policy signed by Top Management which, as a minimum: - Is appropriate given the purpose and context of the tenderer's business. - Includes a commitment to fulfil the tenderer's environmental compliance (legal) obligations. - Includes a commitment to the protection of the environment, including prevention of pollution. - Provides framework for setting environmental objectives; and - Includes a commitment to continual improvement.	0=Environmental Management Plan (EMP) for the proposed activities not submitted or EMP is submitted is too generic to determine the score. 20= tenderer has submitted an EMP with (1), (2) or (3) elements met. 40= tenderer has submitted an EMP with (4), (5), or (6) key elements met. 60= tenderer has submitted an EMP with seven (7), eight (8) or nine (9) key elements met. 80= tenderer has submitted an EMP with ten (10), eleven (11) or twelve (12) key elements met. 100= tenderer has submitted an EMP with all thirteen (13) key elements met.
TOTAL SCORE	

T2.2-09: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed		Date	
Name		Position	Chairman of the Board of Directors

B. Certificate for Partnership

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

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

Signed		Date	
Name		Position	Sole Proprietor

T2.2-10: Record of Addenda to Tender Documents

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

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

T2.2-11 Letter/s of Good Standing with the Workmen's Compensation Fund

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

1.

2.

3.

4.

Name of Company/Members of Joint Venture:

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

T2.2-12: 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.

Provide information of the Sub-contractors below:

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

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

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

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

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

The Tenderer is to submit the following documents or copies thereof for each of the proposed sub-contractor(s) with this schedule:

- Subcontract agreement.
- Valid B-BBEE Sworn Affidavits or B-BBEE Certificates of each of the proposed sub-contractor(s).

T2.2-13 : Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	**Identity number**	**Personal income tax number**

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

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

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

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

SBD 6.1

PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

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

1. GENERAL CONDITIONS

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

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

1.2 Either the 80/20 or 90/10 preference point system will apply

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

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

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

1.4 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 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.

3 POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for comparative price of 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 / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.
The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to South African Companies which are: EMEs and/or QSEs black-owned	Sub-contracting agreement(s) Subcontractors B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate as per DTIC guidelines

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

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

EME[1]	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

5.1 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.

5.2 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.

5.3 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

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

5.5 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.

6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contribution Level 1 or 2 = …… (maximum of 05/03 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.

[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.

8. SUB-CONTRACTING

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

(*Tick applicable box*)

YES		NO	

8.1.1 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	

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

9.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

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

9.8 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 1. …….. 2. …….	…… SIGNATURE(S) OF BIDDERS(S) DATE: ……..

BIDDER'S DISCLOSURE **SBD4**

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**

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

T2.2-14: 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, 96 Rissik Street, Braamfontein, Johannesburg, Gauteng, 2017

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	.....		

T2.2-15 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013"(POPIA"):

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

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

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

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

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

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

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

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

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

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

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

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

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

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

YES		**NO**	

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 _____ 20

Name: _____

Title: _____

Signature: _____

..... (Pty) Ltd

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-16: TENDER DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

   FULL NAME OF OWNER/MEMBER/DIRECTOR/

   PARTNER/SHAREHOLDER: ADDRESS:

   _____

   _____

   _____

   Indicate nature of relationship with Transnet:

   _____

   _____

   _____

   _____

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

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

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

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

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

IMPORTANT NOTICE TO RESPONDENTS

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

T2.2-17: 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

T2.2-18 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

T2.2-19 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 ……..

T2.2-20 : 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

T2.2-21: 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 R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			

T2.2-22: 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:

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

T2.2-23: 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 two (2) 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 .....

C1.1: Form of Offer & Acceptance

Offer

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

Title of the Contract: The Provision of Structural Repairs to C-Berth Quay Wall at the Port of Durban over a period of six (6) months

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

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

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

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

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer:

.....

(Insert name and address of organisation)

Name & signature of witness .....

Date .....

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

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

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

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

C1.2 Contract Data

Part one - Data provided by the *Employer*

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

	Address	Registered address: **Transnet Corporate Centre** **96 Rissik Street** **Braamfontein** **Johannesburg** **Gauteng** **2017**
	Having elected its Contractual Address for the purposes of this contract as:	**Transnet National Port Authority** **Queen's Warehouse** **237 Mahatma Gandhi Road** **Durban, 4001**
10.1	The *Project Manager* is: (Name)	**TBA**
	Address	**237 Mahatma Gandhi Road** **Durban** **4001**
	Tel	**TBA**
	e-mail	**TBA**
10.1	The *Supervisor* is: (Name)	**TBA**
	Address	**237 Mahatma Gandhi Road** **Durban** **4001**
	Tel No.	**TBA**
	e-mail	**TBA**
11.2(13)	The *works* are	**The provision of structural repairs to C-Berth quay wall at the Port of Durban.**
11.2(14)	The following matters will be included in the Risk Register	**Working over water with constant vessel movements.** **Underwater diving activities.** **Multiple Organisations operating within the surrounding berths.** **Limited/ constrained access to the berth from land side.** **Restricted Working Areas.**

11.2(15)	The *boundaries of the site* are	**As stated in Part C4**	
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	**One (01) 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	**TBA**	
11.2(9)	The *key date*s and the *condition*s to be met are:	***Condition* to be met**	***key date***
		1 Submission of all documents required for the application of construction work permits & documents required to be accepted by the Project Manager for acceptance in accordance with the Works Information to ensure site access certificate can be issued.	**Two (02) weeks after Contract award.**
		2 Hand-over of all close-out documentation associated Completion and acceptance by Project Manager	**Two (02) weeks prior to Completion Date**
30.1	The *access dates* are	**Part of the Site**	**Date**

		1 Site Camp	**Not more than two (02) days after Safety Approval and Issuing of Construction Work Permit (whichever comes last)**
		2 Work Site	**TBA**
31.1	The *Contractor* is to submit a first programme for acceptance within	**Two (02) weeks of the Contract Date.**	
31.2	The *starting date* is	**TBA**	
32.2	The *Contractor* submits revised programmes at intervals no longer than	**Two (02) 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 (02) weeks**	
5	**Payment**		
50.1	The *assessment interval* is monthly on the	**Twenty fifth (25th) 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 Rand Merchant Bank of South Africa.**	
6	**Compensation events**		

60.1(13)	The *weather measurements* to be recorded for each calendar month are,	**the cumulative rainfall (mm)** **the number of days with rainfall more than 10 mm** **the number of days with minimum air temperature less than 0 degrees Celsius** **the number of days with snow lying at 08:00 hours South African Time.**
	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**
	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 R10 000 000.**

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

		6 Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000 **7 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor.***
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is	**Whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.**
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	**Principal Controlled Insurance policy for Contract**
9	**Termination**	**There is no additional Contract Data required for this section of the *conditions of contract*.**
10	**Data for main Option clause**	

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 SANS 1200 unless indicated otherwise.**
11	**Data for Option W1**	
W1.1	The *Adjudicator* is	**Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the *Adjudicator*, the Chairman of the Association of Arbitrators will appoint an *Adjudicator.***
W1.2(3)	The *Adjudicator nominating body* is:	**The Chairman of the Association of Arbitrators (Southern Africa)**
	If no *Adjudicator nominating body* is entered, it is:	**the Association of Arbitrators (Southern Africa)**
W1.4(2)	The *tribunal* is:	**Arbitration**
W1.4(5)	The *arbitration procedure* is	**The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)**
	The place where arbitration is to be held is	**Durban, South Africa**
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**The Chairman of the Association of Arbitrators (Southern Africa)**
12	**Data for secondary Option clauses**	
X2	**Changes in the law**	**No additional data is required for this Option**
X7	**Delay damages**	
X7.1	Delay damages for Completion of the whole of the *works* are	**R80 000.00 per day**

X13	**Performance bond**	
X13.1	The amount of the performance bond is	**5% of the total of the Prices Including VAT.**
X16	**Retention**	
X16.1	The retention free amount is	**Nil**
	The retention percentage is	**10% on all payments certified.**
X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to:	**Total of the Prices**
X18.2	For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to:	**The deductible of the relevant insurance policy**
X18.3	The *Contractor's* liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	**The cost of correcting the Defect**
X18.4	The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	**The Total of the Prices**
X18.5	The *end of liability date* is	**Five (5) years after Completion of the whole of the *works***

Z	***Additional conditions of contract* are*:***	

Z1	**Additional clause relating to Performance Bonds and/or Guarantees**	
Z1.1		**The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the *Employer* by a financial institution reasonably acceptable to the *Employer.***

Z2 Additional clauses relating to Joint Venture

Z2.1 Insert the additional core clause 27.5

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

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

constituents to provide the Works.

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

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

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

Z2.2		**Insert additional core clause 27.6** **27.6. The *Contractor* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer.***
Z3	**Additional obligations in respect of Termination**	
Z3.1		**The following will be included under core clause 91.1:** **In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and** **Under the second main bullet, insert the following additional bullets after the last sub-bullet:** • **commenced business rescue proceedings (R22)** • **repudiated this Contract (R23)**
Z3.2	**Termination Table**	**The following will be included under core clause 90.2 Termination Table as follows:** **Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"**

Z3.3		**Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."**
Z4	**Right Reserved by the *Employer* to Conduct Vetting through SSA**	
Z4.1		**The *Employer* reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any *Contractor* who has access to National Key Points for the following without limitations:** **1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.** **2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.** **3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.**
Z5	**Additional Clause Relating to Collusion in the Construction Industry**	
Z5.1		**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.**

Z6	**Protection of Personal Information Act**	
Z6.1		**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.**
7	**INDIRECT TARGETING STANDARDS**	
Z7.1		**The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPG) related to the engagement of targeted enterprises as established in the CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts (published in GN 54575 of April 2026)".** **Note: CPG is applicable for projects that have a tender value from grade 7 and above** **The Employer shall provide the proforma documents that shall be completed by the contractors after award of the contract within the stipulated period.**

Z7.1	**Penalty for Non-Achievement of CIDB CPG Target**	**If the Contractor fails to achieve the minimum 30% CIDB Contractor Performance Grading (CPG) target stipulated in the Contract, the Employer shall apply a penalty for the shortfall. The penalty shall be calculated as the difference between the required target of 30% and the actual percentage achieved by the Contractor, expressed as follows:** **Penalty Percentage = 30% – Actual Percentage Achieved** **The penalty amount shall be determined by applying the calculated penalty percentage to the final Contract Amount (excluding VAT) and may be recovered by the Employer as a deduction from any monies due to the Contractor.** **The Employer's determination of the Contractor's achieved CIDB CPG percentage shall be final and shall be based on the verified CIDB CPG assessment conducted in accordance with the applicable CIDB requirements and procedures.**

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	
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT
	Data for Schedules of Cost Components	*Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.*

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**
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:		

1. Part C2: Pricing Data

C2.1 Pricing Instructions – Option B

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	3
C2.2	The *bill of quantities*	

C2.1 Pricing instructions: Option B

2. The *conditions of contract*

B.U.I.L.D PROGRAMME STANDARDS

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

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

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

Identified and defined terms	11	
	11.2	(21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration. (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events. (28) The Price for Work Done to Date is the total of • the quantity of the work which the *Contractor* has completed for each item in the Bill of Quantities multiplied by the rate and • a proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed. Completed work is work without Defects which would either delay or be covered by immediately following work. (31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

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

2.2. 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.

2.3. Guidance before pricing and measuring

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

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

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

3. Measurement and payment

3.1. Symbols

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

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

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

3.2. General assumptions

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

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

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

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

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

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

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

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

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

3.3. Departures from the *method of measurement*

3.4. Amplification of or assumptions about measurement items

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

C2.2 The *bill of quantities*

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION NO. 1				
	PRELIMINARY & GENERAL **Fixed preliminary items**				
	Fixed preliminary items will be valuated and paid on a proven cost basis up to the total value				
	Time related preliminary items Time related preliminary items will be paid on the proportion of: Value of the price of work done to date per the Project Manager's assessment (excluding activities directly related to materials, escalation and compensation events) over the contract value excluding preliminaries costs				
	FIXED PRELIMINARY ITEMS **Contractual Requirements**				
1	Contractual requirements, sureties, insurances, etc.	Sum	1		
	Establishment of Facilities on Site				
2	Offices for engineer, staff	Sum	1		
3	Name boards	Sum	1		
	Facilities for Contractor				
4	Offices and storage sheds	Sum	1		
5	Workshops	Sum	1		
6	Ablution and latrine facilities	Sum	1		
7	Tools and equipment	Sum	1		
8	Water supplies, electric power and communications	Sum	1		
9	Dealing with water	Sum	1		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
10	Access	Sum	1		
11	Equipment	Sum	1		
	Other fixed charge obligations				
12	Health and safety	Sum	1		
13	Environmental	Sum	1		
14	As-built surveys	Sum	1		
15	Security	Sum	1		
16	Removal of site establishment	Sum	1		
17	Dealing with traffic	Sum	1		
	Enterprise Development (CIDB B.U.I.L.D Program) - Indirect Targeting for Enterprise Development through Construction Works Contracts, (published in GN 54575 of April 2026)				
	(a) Enterprise Development of Targeted Enterprise or JV Partners				
18	(a.1) Needs analysis and Enterprise Development Plans for Targeted Enterprises (allowance based on two (2) targeted enterprises)	No.	2	R5 000.00	R10 000.00
19	(a.2) Monitoring and interim reporting for Targeted Enterprises per quarter for the duration of the contract (allowance based on a four (4) quarters)	Per Quarter	2	R20 000.00	R40 000.00
20	(a.3) Project completion reporting for Targeted Enterprises (allowance based on two (2) targeted enterprises)	No.	2	R5 000.00	R10 000.00
21	Total (a.1 + a.2 + a.3)	Prov Sum	1	R60 000.00	R60 000.00

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
22	**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 through Construction Works Contracts, (published in GN 54575 of April 2026)** It is required that the contractor shall achieve a CPG of 30% (by value) via sub-contracting. The value is determined as the contract value (excluding VAT, escalation, contingencies) of the contract including labour and material to EME's and QSE's. This amount is to include all costs associated with the management of all sub-contractors associated with the Contract Participation Goal (CPG)	Sum	1		
23	**TIME RELATED ITEMS** **Time related preliminary obligations may relate to fixed preliminary items and items not listed** Time related obligations	Sum	1		
	Carried to summary:				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION NO. 2				
	SITE WORKS				
	Removal of existing quay furniture and services and dispose to the dump site located by the Contractor				
1	Tyre fender 3000mm dia. unit and associated chain/shackle	No.	1		
2	Stainless steel access ladder bolted to quay wall including chains	No.	1		
	GENERAL CONCRETE DECK REPAIR				
3	Repair of damaged/chipped concrete capping beam, including saw-cutting repair perimeter, removal of loose and unsound concrete, preparation of substrate, application of bonding agent (if required), reinstatement using approved marine-grade polymer modified repair mortar/micro-concrete, finishing to match existing profile and curing complete	m^2	100		
4	Repair of local edge damage/spalling to capping beam arises and corners, including all preparation, formwork (where required), repair mortar, finishing and curing complete.	m	20		
5	Provisional quantity for patch repairs to concrete capping beam with repair depth not exceeding 50mm.	m^2	100		
6	Extra over item 5 for repair depths exceeding 50mm and not exceeding 100mm.	m^2	100		
	CLEANING OF CONCRETE SURFACES				
	- **Prepare for and remove from all concrete surfaces by mechanical means any existing marine growth or contaminants and fully expose any surface defects such as fine cracks, blowholes, etc.:**				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
7	Concrete Surfaces.	m^2	10		
	GENERAL CONCRETE CAISSON REPAIRS				
8	Surface preparation on the vertical side of the caisson (above and under water)	m^2	130		
9	Supply and place tremie concrete (40 Mpa) to the vertical side of the face of caisson wall		78		
10	To preparing for, mixing and application of the marine cementitious repair mortar to concrete surfaces, priming with cementitious epoxy applied at 2m2 per litre and including all necessary formwork.	m^3	7		
11	Replacement of steel reinforcement where necessary.	Kg	50.00		
	Carried Forward:				
	Brought Forward:				
	CRACK INJECTION				
12	Drill and inject Epoxy Adhesive High Strength Repair Kit where instructed into cracks.	Litres	15.00		
	FORMWORK				
	Smooth formwork: Vertical to				
13	Caisson wall	m^2	260		
	Horizontal to				
14	Soffit of deck slab	m^2	153		
	Special Smooth, Repaired and Rubbed				
15	To seaward face of deck and exposed deck ends.	m^2	125		
	Chamfers exceeding 20mm x 20mm and grooves				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
16	Chamfer 25mm x 25mm.	m	25		
	Special formwork to sides				
17	Outer face of caisson wall circular to exceeding 1m radius	m^2	130		
	REINFORCEMENT				
	Mild steel, which is used in small quantities, is not measured separately and is included with the quantities for high tensile bars.				
	High Tensile Bars (fy = 450 MPa)				
18	Diameter 25mm, basic price	t	1		
19	Y25 vertical dowel bars a minimum of 300 mm into the existing caisson foundation	t	5		
20	Y12 vertical dowel bars a minimum of 100-200 mm into the existing caisson foundation	t	0.1		
	DREDGING				
21	Establishment	Item	1		
22	Dredge and profile material from the quay wall basin	m^3	144		
23	Extra over item 21 for dredging through obstructions (existing rock and scour protection, debris etc)	t	0.5		
24	De establishment	Item	1		
	Carried Forward:				
	Brought Forward:				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BATHYMETRIC SURVEYS (IN AND OUT SURVEYS)				
25	Establishment for bathymetric surveys	No	1		
26	Multi beam echo sounder survey (in-out survey) including final report	m^2	100		
27	Side scan sonar survey (in-out survey) including final report	m^2	180		
	Carried to summary:				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION NO. 3				
	PROVISIONAL SUMS				
	BUDGETORY ALLOWANCES				
	Budgetary allowances are to be priced at bill rates or rates to be agreed to, in terms of the contract				
1	Provide the sum of R150 000.00 for proving of existing services	Sum	1		
2	Provide the sum of R400 000.00 for diving requirements and removal of submerged obstructions	Sum	1		
3	Provide the sum of R100 000.00 for resurfacing paving	Sum	1		
	Carried to summary				

ITEM	DESCRIPTION			AMOUNT
	FINAL SUMMARY			
Section		Page No.		
1	PRELIMINARY & GENERAL	2		
2	SITEWORKS	4		
3	PROVISIONAL SUMS	5		
	Sub-total			
	Value Added Tax @15%			
	TOTAL INCLUDING VAT CARRIED TO FORM OF OFFER AND ACCEPTANCE			

Notes to Pricing:

- **Respondents are required to complete the BOQ in full, failure to complete may result in disqualification.**

The Contract

Part C3: Scope of work

Document reference	Title	No of pages
C3.1	*Employer's Works* **Information**	40
C3.2	**Annexures**	1

C3 SCOPE OF WORK

C3.1 *EMPLOYER'S WORKS* INFORMATION

1. DESCRIPTION OF THE *WORKS* 4
1.1 Executive Overview 4
1.2 *Employer's* Objectives 6
1.3 Background and Reporting Condition 6
1.3.1 Location of the *Works* 7
1.4 Interpretation and terminology 7
1.5 Definitions 9
2. ENGINEERING 10
2.1 *Employer's* Design 10
2.1.1 General 10
2.1.2 Design Basis 10
2.2 Parts of the *Works* which the *Contractor's* is to design 11
2.2.1 The *Contractor* designs all required temporary *Works* and permanent *Works* as informed by the *Contractor's* assessment and approved construction methodology proposal, further to this the *Contractor* must carry out the following parts of the *Works*: 11
2.2.2 *Contractor's* Responsibility 11
2.3 Procedure for Submission and Acceptance of *Contractor*'s Design 12
2.4 Use of *Contractor*'s Design 13
2.5 Design of Equipment 13
2.6 Equipment Required to be Included in the *Works* 13
3. PROCUREMENT 14
3.1 Code of Conduct 14
3.1.1 Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices 14
3.1.2 The *Employer* is firmly committed to the ideas of free and competitive enterprise. 15
3.1.3 The *Employer*'s relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits. 15
3.1.4 Conflicts of Interest 15
3.2 Invoicing and Payment 16
3.2.1 Invoicing 16
3.2.2 Payment 17
3.3 People 17
4. CONSTRUCTION AND COMPLETION OF *WORKS* 18
4.1 Work Specifications 18
4.1.1 General Specifications 18
4.1.2 Standardised Specifications 18
4.1.3 Variations to Standardised Specifications 19
4.2 Site Usage and Access 19
4.2.1 Access to the port and the site 19
4.2.2 Access to the *Contractor*'s Site 20
4.2.3 Access for Diving Operations 20
4.2.4 Access for monitoring surveys 21
4.3 Plant and Materials 21
4.3.1 Plant and Materials supplied by *Employer* 21
4.3.2 Plant and Materials provided by *Contractor* 21
4.3.3 Title to Materials from excavation and demolition 21
4.4 Construction Equipment 22
4.4.1 Requirements of Equipment 22
4.5 Completion, Testing, Commissioning and Correction of Defects 22
4.5.1 The work to be done by the Completion Date: 22
4.5.2 Materials facilities and samples for tests and inspections 22
4.5.3 Access given by the *Employer* for correction of Defects. 23

4.6 Existing Services 23
4.6.1 Reinstatement of Services and Structures Damaged During Construction 23
4.7 Site Establishment and Laydown Areas 23
4.7.1 Services and Facilities Provided by the *Employer* 24
4.7.2 Facilities Provided by the *Contractor* 24
4.7.3 Laboratory Facilities 26
4.7.4 Advertising Rights 26
4.7.5 Notice Boards 26
4.8 Accommodation of Traffic 26
4.9 Way Leaves 26
4.10 Inspection of Adjoining Properties and Structures 26
4.11 Site Clearance 27
4.12 Survey Control and Setting Out of the *Works* 27
4.12.1 In-surveys 27
4.12.2 Out-surveys 27
4.12.3 Monitoring surveys 28
4.13 Underwater Work 28
4.14 Sub-*Contractor*s 29
4.15 Working with Others 29
4.16 Take Over 29
5. MANAGEMENT WHILE PROVIDING THE *WORKS* 30
5.1 Hours of Work 30
5.2 Management Meetings 30
5.3 Planning and Programming 32
5.3.1 General 32
5.3.2 Software Application for Programming 32
5.3.3 Methods and Procedures 32
5.3.4 Progress Reporting 33
5.4 Health and Safety 34
5.5 Quality Assurance 36
5.6 Environmental Management and Constraints 37
5.7 Document Control 40
5.8 Performance Bond 40
5.9 Accounts and Records 40
5.9.1 Payment 40
6. DRAWINGS 40

C3.1 *EMPLOYER'S WORKS* INFORMATION

1. DESCRIPTION OF THE *WORKS*

1.1 Executive Overview

The C-Berth is located within the Point precinct in the Port of Durban. The precinct was established in the 1900s and consists of multiple variation of operational activities including but not limited to Passenger terminal, Container terminal and Automotive terminal.

The C-Berth was constructed in early 2000s constructed from precast concrete caisson structures with stone infill. The finished surface consists of a 5000mm wide mass concrete capping with finished level of +3.72m Chart Datum (Port).

On 31 August 2026 a commercial vessel sailed out of control and collided directly with the C-Berth structure. The impact of the collision resulted in significant damage to the concrete structure and auxiliary quay furniture. Visually the most apparent damage is between bollard 45 and 46. Preliminary diving inspection reports indicate that the collision has resulted in exposure of the underlying reinforcement (Rebar). A total of 29 horizontal rebar was identified within the affected section.

Transnet National Ports Authority (TNPA) objective is to source the services of a competent *Contractor* with the necessary experience and expertise to conduct assessments, detailed design, and construction of structural repairs to the quay wall with minimal disruptions to the Port operations.

The *Works* that the *Contractor* is to perform are the design and construction of the quay wall structural repairs to the damaged section of C-Berth, in the Port of Durban. The major activities of the *Works* include:

- Execution of Bathymetric Multi-beam surveys,
- Underwater Diving inspections,
- Temporary relocation of existing services,
- Removal of marine grown on the surface of damaged area to expose extent of damage and cracks,
- Preparation and breaking of existing mass concrete capping,
- Dredge caisson toe and expose top of caisson foundation,
- Removal of broken concrete and reinforcement steel pieces on the seabed,
- Detailed Structural Assessment and Investigations,
- Design of the structural repair work methodology,
- Supply and delivery of construction materials,

- Temporary works and shutters to be contractors design,
- Dowel Y25 vertical bars 300mm into caisson foundation, fix horizontal bars (C02) to vertical bars,
- Fix both horizontal and vertical bars to wall with holding down bar C03,
- Bar C03 to be doweled 100-200mm into existing wall,
- Cast/Placement of tremie concrete in 500mm lifts,
- Concrete cover to be at least 80mm,
- Installation of grout bags to seal joint between Caisson structures,

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 figure below provides an aerial photo of C-Berth which is located within the Point-Precinct at the Port of Durban.

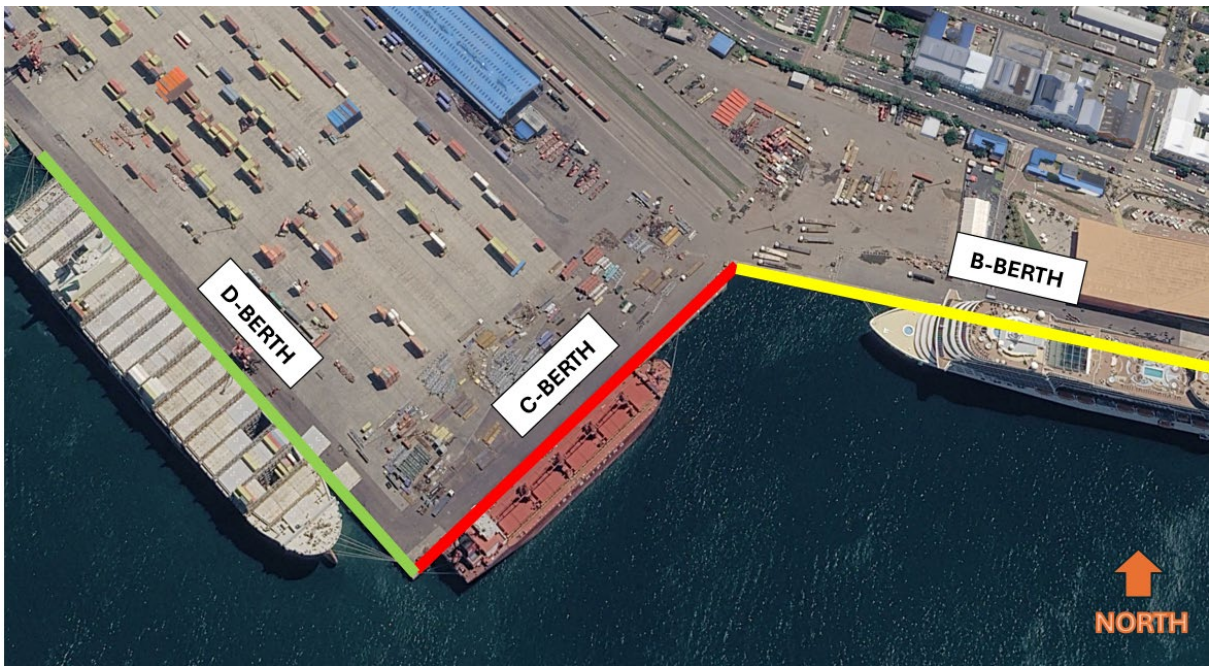


Figure 1-1: C BERTH, POINT PRECINCT

The *Works* are limited to the section of the quay wall damaged by the vessel impact and as guided by the preliminary reports conducted by the *Employer*.

During the construction period, the Port will continue its operations. The *Contractor* must plan his work around the existing operations within the vicinity; it should be noted that landside access and waterside access will be constrained during the execution of the *Works*, hence the Contractor is to plan his activities closely with TNPA's operational representatives. Operations will take precedence during this construction phase.

1.2 *Employer's* Objectives

The *Employer's* objectives are to prevent further deterioration of the quay wall by repairing the damaged section to ensure that the terminal maintains its operations.

An important aspect of these objectives is the commitment to ensure uninterrupted operations at the terminal during construction.

The *Employer*'s objectives are to achieve Completion of the *Works* by meeting the Completion Date whilst still maintaining the highest environmental, quality and safety standards. Emphasis is placed on the *Employer*'s commitment to environmental management and safety and their objective of Zero Harm and the *Employer*'s objective of achieving a zero LTI and zero environmental legal contravention during the construction contract.

1.3 Background and Reporting Condition

A vessel incident caused significant localised damage to the quay wall in the vicinity of Caisson/Block 45 between Bollards 45 and 46. Two commercial-diving inspection reports were issued following underwater inspections on 1 and 5 September 2026. Table-1 below provides summary of identified damage from initial inspection.

Table 1: Condition Report

REPORTED ITEM	PRELIMINARY FINDING
LOCATION	Approximately 9 m from **Bollard 45**; damage center below **Bollard/Caisson 45**.
CONCRETE DAMAGE	Approximately **10 m wide** and extending **from about 2.5 m to 11 m below underside of concrete capping**; the follow-up report records damage extending to about **-13 m depth**.
CONCRETE LOSS	Approximately 50 mm at the lower portion, increasing to approximately 100 mm toward the upper portion.
REINFORCEMENT	Approximately 29 exposed horizontal bars; four reported severed/critically damaged; newly exposed steel showing early surface corrosion.
COPING	Concrete loss/spalling below the fender; coping damage reported at approximately 9 m wide with exposed reinforcement.
CAISSON MOVEMENT	Block 45 reported approximately flush at water level, with progressive inward displacement from about 7 m depth to a maximum measured offset of approximately 150 mm at 11 m depth relative to Caisson 44 and 46.
SEABED/TOE	Concrete and foreign debris present. Toe and scour protection not visible due to sand/silt; local scour or loss of support could not be verified.
CURRENT UNCERTAINTY	No destructive testing, material testing, structural load assessment or full toe/foundation verification was performed in the reported inspections.

1.3.1 Location of the *Works*

The project is situated within the eThekwini Municipality, specifically in the Port of Durban. The C-Berth is located within the Point precinct.

Refer to Figure 1 1: Location of the Site within the Port of Durban

1.4 Interpretation and terminology

Wherever the following words or phrases are used in the listed or referred documentation, they are interpreted in this contract as follows:

Word or phrase	**Interpretation**
"Transnet National Ports Authority (TNPA), A Division of Transnet SOC LTD, Registration no. 1990/000900/30" or "Transnet" in the context of: owner, occupier or user of the new asset; insurer of the *Works*; paymaster (i.e. Transnet shall pay); a party to the contract	The *Employer*
Accepted, acceptable, approved, approval, by or to the satisfaction of the *Project Manager*, Engineer or the Architect	Accepted, acceptance, by the *Project Manager* or the *Supervisor* as determined by the conditions of contract
accepted by (or to the satisfaction of) the *Project Manager*, Engineer or the Architect	accepted by the *Project Manager* or the *Supervisor* depending on the context.
a duty, procedure, decision or action of the Engineer or the Architect and/or the Superintendent, client representative, Site *Supervisor* or Clerk of *Works*	an action of the *Project Manager* or the *Supervisor* depending on the context. Clause 14 of the Core Clauses determines what the actions of each are. Either may delegate in terms of Clause 14.2
Engineer, Architect	*Project Manager* or the *Supervisor* depending on the context.
Specification, Project Specification	The *Employer*s *Works* Information (*Works* Information) together with all other documentation and standards

Word or phrase	**Interpretation**
	referred to therein.
Materials	Plant and/or Materials depending on the context
Machinery	Equipment
Contractor	*Contractor*
Port	Port of Durban

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

Abbreviation	**Meaning given to the abbreviation**
BBBEE	Broad Based Black Economic Empowerment
BS	British Standards Institute Specifications
CEMPr	Construction Environmental Management Programme
CD or CDP	Chart Datum will be taken as Chart Datum Port which is 0.9m below the land levelling datum (This abbreviation may also be used to describe a Compact Disc)
CDS	*Contractor* Documentation Schedule
ESC	Environmental Standards for Construction
EO	Environmental Officer
IHO	International Hydrographic Organisation
IP	Industrial Participation
IR	Industrial Relations
IRCC	Industrial Relations Co-ordinating Committee
MSL	Mean Sea Level
Native	Original electronic file format of documentation
TNPA	Transnet National Ports Authority
OD	Outer diameter
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager

Abbreviation	Meaning given to the abbreviation
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PM	*Project Manager*
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
SAMSA	South African Maritime Safety Authority
SANS	South African National Standards
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
UCS	Unconfined Compressive Strength

1.5 Definitions

The following definitions apply in this *Works* Information:

Mean Sea Level: Land Levelling Datum, abbreviated as MSL.

Chart Datum Port: Tidal Datum, abbreviated as CDP. This level will be taken 0.9 m below Mean Sea Level.

UCS: Unconfined Compressive Strength (UCS) is the load per unit area at which unconfined prismatic or cylindrical samples of the soil fail in a simple compression test.

2. ENGINEERING

2.1 *Employer's* Design

2.1.1 General

The *Employer* shall make available the relevant as-built drawings and any other existing record information pertaining to the damaged quay structure. The quay structure comprises reinforced concrete caissons founded and filled with sand, together with associated structural and marine infrastructure.

The *Employer's* design shall define the repair philosophy and minimum technical requirements for the permanent repair works, including but not limited to:

- Reinforcement specifications, including bar grades, sizes, spacing, lap lengths, anchorage requirements, and dowelling details.
- Arrangement and detailing of reinforcement steel within the repair zones.
- Minimum concrete cover requirements suitable for the marine exposure environment.
- Extent of concrete removal and repair boundaries.
- Concrete strength, durability, and material performance requirements.
- Treatment requirements for existing reinforcement and interfaces between existing and new concrete.
- Quality and performance criteria to be achieved upon completion of the repairs.

The Contractor shall be responsible for the development of the detailed execution methodology, construction sequencing, temporary works, access arrangements, and all means and methods necessary to complete the works in accordance with the Employer's design requirements and the Contract. Any proposed deviations from the Employer's design shall be submitted to the Employer for review and approval prior to implementation.

2.1.2 Design Basis

The *Employer's* design intent is that the damaged sections of the quay shall be repaired, reconstructed, or reinstated to match the original geometry, dimensions, reinforcement arrangements, concrete grades, and structural detailing contained within the as-built drawings.

Where damage has resulted in the loss, displacement, or deterioration of structural elements, the Contractor shall undertake all necessary investigations, demolition,

preparation, reconstruction, and reinstatement works required to achieve compliance with the original design.

2.2 Parts of the *Works* which the *Contractor's* is to design

2.2.1 The *Contractor* designs all required temporary *Works* and permanent *Works* as informed by the *Contractor's* assessment and approved construction methodology proposal, further to this the *Contractor* must carry out the following parts of the *Works*:

- The *Contractor* shall appoint suitably qualified and experienced designers to carry out such work and shall indemnify and hold indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of his designs.
- All designs/calculations must be done by an authenticated and authorised Professional Engineer registered with the Engineering Council of South Africa. The *Contractor* shall submit to the *Project Manager* details of the Professional Engineer registered with the Engineering Council of South Africa prior to starting any design of temporary *Works* and permanent *Works*. The *Contractor* shall submit to the *Supervisor* for acceptance all design calculations and drawings for all temporary and permanent *Works*.
- The *Contractor* shall be responsible for full compliance with all codes of practice, safety, professional procedures, checking, Site approval and requirements of the construction regulations with regards to temporary and permanent *Works* including developing and submitting maintenance plans for acceptance by the *Project Manager* for all permanent *Works* designed by the *Contractor*.
- The *Contractor* is responsible in his design for the overall integration of the design of the *Works* with the design of the *Employer* as stated under clause 2.1.
- Unless expressly stated to form part of the design responsibility of the *Employer* as stated under clause 2.1 and whether or not specifically stated to form part of the design responsibility of the *Contractor* under this clause 2.2, all residual design responsibility and overall responsibility for the total design solution for the *Works* rests with the *Contractor*.

2.2.2 *Contractor's* Responsibility

The *Contractor* shall:

- Review all *Employer*-provided drawings, specifications, and site information prior to commencing the works.
- Verify dimensions and site conditions and identify any discrepancies between the existing structure and the supplied drawings.

- Develop detailed method statements and temporary works designs required to safely undertake the repairs.
- Allow for all marine, structural, civil, and ancillary works necessary to achieve full reinstatement of the quay.
- Ensure that all materials used in the repairs are compatible with the existing structure and meet or exceed the performance requirements of the original construction.
- Protect adjacent structures, services, port operations, navigation activities, and marine users during execution of the works.

2.3 Procedure for Submission and Acceptance of *Contractor*'s Design

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*.

The *Contractor* shall deliver both hard copies (printed single sided) and electronic media copies (CD Rom/Flashdrive) to the *Project Manager* either at the address stated within the Contract Data or at the Project Site Office.

All electronic documentation shall be submitted by the *Contractor* in Adobe Acrobat (.PDF) and native file format.

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*.

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.

The *Contractor* shall allow the *Project Manager* two (2) weeks unless otherwise stated and agreed to review and respond to the *Contractor*'s submission of their documentation, i.e. from time of receipt by the project to the time of despatch. The *Contractor* does not proceed with the relevant work until the *Project Manager* has accepted or accepted with comments his design.

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.

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.

2.4 Use of *Contractor*'s Design

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

2.5 Design of Equipment

The *Contractor* designs all items of Equipment.

The *Contractor* must submit to the *Project Manager* the particulars of the design of any item of Equipment, and the minimum requirements for the submission are:

a) A description of the purpose of the design and where it will be used by the *Contractor*;

b) An electronic copy of the detailed design calculations, checked and signed by a Professional Engineer registered with ECSA (Engineering Council of South Africa); and

c) An electronic copy of construction drawings, where applicable, signed by a Professional Engineer registered with ECSA.

2.6 Equipment Required to be Included in the *Works*

No Equipment is required to be included in the *Works*. All Equipment installed by the *Contractor* for the purpose of this work shall be decommissioned and removed by the *Contractor* on completion of the *Works*.

3. PROCUREMENT

3.1 Code of Conduct

The *Employer* 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 the *Employer* must understand and support. These are:

- The Transnet Detailed Procurement Procedure (DPP);
- 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); and
- The Anti-Corruption Act.

This code of conduct has been included in this contract to formally apprise the *Employer* Suppliers of the *Employer*'s expectations regarding behaviour and conduct of its Suppliers.

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

The *Employer* 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.

- *The Employer will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.*
- *The Employer* and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, to:
  - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
  - Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
  - Gain an improper advantage.

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

3.1.2 The *Employer* 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.*
- *The Employer does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting)*

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

Generally, Suppliers have their own business standards and regulations. Although The *Employer* 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 the *Employer* 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.

3.1.4 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 the *Employer*.

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

3.2 Invoicing and Payment

3.2.1 Invoicing

When the *Project Manager* certifies payment following an assessment date, the *Contractor* complies with the *Employer*'s procedure for invoice submission.

The invoice must correspond to the *Project Manager*'s assessment of the amount due to the *Contractor* as stated in the payment certificate.

The invoice is presented as an original.

The *Contractor* will have been required to submit all documents as required by the Transnet Group Supplier Declaration Form, prior to any payments being made.

The Tax Invoice States the Following:

- Name of the *Contractor* as it appears in the Contract documentation;
- Tax Invoice addressed to Transnet National Ports Authority;
- Transnet National Ports Authority's VAT No: 4720103177;
- Tax Invoice number;
- The *Contractor's* VAT Number;
- The Contract number;
- The tax invoice is to be accompanied by statement;
- The VAT registration number of the *Employer*;
- The amount paid to date;
- The value of the tax invoice split into payment activities as per the Conditions of Contract;
- Any retention monies to be deducted from the tax invoice;
- Any interest payable;

Proof of ownership of any materials supplied and included for payment must be submitted.

The *Contractor* submits pro-forma copies of the tax invoices to the *Project Manager* for review and acceptance on or before the last working day prior to the 20th day of each month.

The *Contractor* submits the approved tax invoices to the *Employer*'s designated representative on or before the last working day prior to the 25th day of each month.

The Tax Invoice is accompanied by the *Project Manager*'s certification of payment.

The invoice is presented either by e-mail or by hand delivery.

Tax Invoices submitted by hand are presented to:

Asanda Dube

Project Manager

Port Engineering Department

Transnet National Ports Authority

Queens Warehouse Building

Port of Durban

Tax Invoices submitted by e-mail are to be delivered to:

Asanda.dube@transnet.net

Asanda Dube

Project Manager

Port Engineering Department

Transnet National Ports Authority

Queens Warehouse Building

237 Mahatma Gandhi Rd

Port of Durban

4001

3.2.2 Payment

The *Contractor* ensures that the *Employer* has his correct banking information to make the transfer.

3.3 People

Where the *Contractor* employs a Sub*contractor* who constructs or Provides 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 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.

4. CONSTRUCTION AND COMPLETION OF *WORKS*

4.1 Work Specifications

4.1.1 General Specifications

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

- Annexure A1: Health & Safety Specifications for the Port of Durban
- Annexure A2: Environmental Management Plan

4.1.2 Standardised Specifications

The *Contractor* complies with the latest edition of the Standardised Specifications, including all references), listed below.

The Standardized Specifications are not necessarily aligned with NEC3 identified and defined terms. The section titled "Interpretation and terminology" rectifies the terms used in the standardized specifications.

The Standardised Specifications are part of the *Works* Information and are intended to state the technical requirements and constraints for Providing the *Works*. As such, any reference to measurement and payment in the Standardised Specifications is not applicable to the *Works* Information and shall be ignored.

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

The list of Standardised Specifications is:

SANS 201	Sieve analysis, fines content and dust content of aggregates
SANS 1083:	Aggregates from natural sources: Aggregates from concrete
SANS 1491-1:2005:	Portland cement extenders - Part 1: Ground granulated blast furnace slag
SANS 1491-2:2005:	Portland cement extenders - Part 2: Fly ash
SANS 1491-3:2005:	Portland cement extenders - Part 3: Silica Fume
SANS 4427	Plastics piping systems — Polyethylene (PE) pipes and fittings for water supply
SANS 50197-1:2000:	Cement Part 1: Composition, specifications and conformity criteria for common cements
SANS 5842	Aggregates in Concrete
SANS 5862-1:	Concrete Tests – Consistence of freshly mixed concrete – Slump Test

SANS 5862-2:	Concrete Tests – Consistence of freshly mixed concrete – Flow Test
SANS 1200 A:	General
SANS 1200 AB:	Engineers' office
SANS 1200 D:	Earth *Works*
EN 10248-1:1996:	Hot rolled sheet piling of non-alloy steels – Prt 1: Technical delivery conditions.
BS 6349-5:	Maritime structures

4.1.3 Variations to Standardised Specifications

The variations to the Standardised Specifications are stated in the Annexes listed below. These documents only state the variations and are read in conjunction with the applicable Standardised Specification.

The following Variations to Standardise Specifications apply:

Annexure B1: Variations to SANS 1200 A: PSA: General.

Annexure B2: Variations to SANS 1200 AB: PSAB: Engineer's Office.

Annexure B3: Variations to SANS 1200 G: PSG: Concrete

4.2 Site Usage and Access

4.2.1 Access to the port and the site

The *Contractor* will not have uncontrolled or free access to the Port or the Site. The *Employer* and Others will enforce access requirements in the form of security controls and permitting for all *Contractor*'s People and Equipment.

The *Contractor* shall obtain the TNPA (port) entry permits for all of the *Contractor*'s people working within the Port of Durban in accordance with the access control requirements of the terminal and the Port. The *Contractor* is also required to obtain the relevant permits for his Sub-*Contractor*s and all suppliers. The *Contractor* is required to make applications for these permits on behalf of his workers, suppliers and sub-*Contractor*s, and is to nominate a single person to liaise with the relevant port and terminal authorities. TNPA and TPT permits will be provided free of charge by the *Employer*. The *Employer*'s safety practitioner will assist the *Contractor* in obtaining these permits. All *Contractor*'s/sub-*Contractor*'s personnel will be required to carry the access permits at all times which indicates the person's name and identification numbers who will be entering the terminal for the duration of the contract.

The *Contractor* provides all personal including sub-*Contractor*'s staff working within the Site with *Contractor* identification cards which detail the company name individual's name, photograph, identity number and superior's name and contact number. All costs

incurred in providing construction personnel with ID cards shall be borne by the *Contractor* and shall be made by the *Contractor* to a standard acceptable to the *Project Manager*. The details of information indicated on cards will be agreed during the execution phase of the *Works*.

The *Contractor* is to be in constant consultation with the Port's security operations to ensure compliance with all the required security procedures.

Contractor's People and Equipment that comply with the access requirements will be allowed access to and from the Site during the working hours. Access to and from the Site outside of these working hours is only permitted by prior arrangement with the *Project Manager*.

Roads are used in accordance with the SMP.

The *Contractor* obtains permission from Port Control for all movements of marine Equipment within the Port as defined on the Navigational Charts for the Port of Durban. Permission by Port Control will depend on vessel movements by Others within the Port. The *Contractor* considers in his planning and methodology that he will not have sole use of the Port or the Site when Providing the *Works*.

4.2.2 Access to the *Contractor*'s Site

The *Contractor* is responsible for security control of his site camp deemed necessary in accordance to their approach to the *Works*, to this end the *Contractor* must submit a security management plan (for all the Working Areas) to the *Project Manager* for acceptance. The *Contractor*'s commencement of establishment for any Working Areas cannot take place without an accepted security management plan from the *Project Manager*.

The *Contractor* must make for provision for security services for the new *Contractor*'s access gate situated at the boundary fence of the site. Security services grade to be aligned to current TNPA/TPT security grades and must be on duty 24 Hours day, 7 days a week, and 365 days a year for the full duration of the *Works*.

The cost of complying with this access security, including labour transport and access requirements, obtaining and maintaining access cards for the duration of the *Works* for the people working on the Site is all to the *Contractor*'s account.

4.2.3 Access for Diving Operations

The *Contractor* obtains a diving permit from the Harbour Master through the *Project Manager* who is given 24hr notice of times when diving operations are to be commenced. Such permit is presented to the *Project Manager* for cancellation on completion of diving. Whilst vessel pilots and the master of any ship in the vicinity will be warned of such

diving operations, the *Contractor* remains responsible for ensuring the safety of his divers.

The *Contractor*, when devising his methods and considering the risks, takes cognisance of the effect of the wash from ships or tugs on divers.

The *Contractor* does not proceed with diving work without prior acceptance of the Method Statement and Risk Assessment by the *Supervisor* or *Project Manager*.

The *Project Manager* or *Supervisor* may make use of independent divers for checking underwater work when deemed necessary. The *Contractor* renders assistance in this regard by providing access and any information that is required by the *Project Manager* or *Supervisor* to carry out independent diving activities on Site.

4.2.4 Access for monitoring surveys

Landside access to the adjacent berths will be allowed for carrying out monitoring surveys as required in this *Works* Information. Surveying takes place while Others are using the berths.

4.3 Plant and Materials

4.3.1 Plant and Materials supplied by *Employer*

The *Employer* does not supply the *Contractor* with any Plant and Materials.

4.3.2 Plant and Materials provided by *Contractor*

All Plant and Materials required to Provide the *Works* are supplied by the *Contractor*. The *Contractor*'s tender bid for this contract must be based on a "wet" rate for plant/machinery.

All Plant and Materials are new and unused.

Where Plant and Materials originate from outside the Republic of South Africa, all such Plant and Materials are of merchantable quality, to a recognised national standard or international standard as specified elsewhere in this *Works* Information, with all proprietary products installed to manufacturers' instructions.

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 *Supervisor* on each occasion where replacement is required.

The *Contractor* at all times, provides protection for all Plant and Materials from damage or loss due to weather, fire, theft, unexplained disappearance or other similar casualty.

4.3.3 Title to Materials from excavation and demolition

The *Contractor* has no title to materials from excavations or demolitions.

4.4 Construction Equipment

4.4.1 Requirements of Equipment

Prior to the use of any item of Equipment, the *Contractor* submits to the *Supervisor* for acceptance all documentation showing that the item has complied with legislative requirements and any other requirements stated elsewhere in this *Works* Information.

The *Contractor* keeps daily records of his Equipment used on Site and in the Working Areas (distinguishing between owned and hired equipment) and provides access to the *Supervisor* to inspect the records.

Equipment is properly maintained and operated by qualified operators and complies with standard specifications.

All vehicles must be roadworthy. All vessels to be SAMSA certified.

The *Contractor* takes cognisance of the height limitations when transporting equipment within the port and on the Site. For example, there are overhead and mobile cranes within the vicinity of the works area.

4.5 Completion, Testing, Commissioning and Correction of Defects

4.5.1 The work to be done by the Completion Date:

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

b) In addition the *Project Manager* cannot certify Completion until the following are done;

- All the *Works* are free of Defects, which would have, in his opinion, prevented the *Employer* from using the *Works* and Others from doing their work.
- Receiving redline as-built drawings of specific sections of the *Works* before Completion of the whole of the *Works* in line with the specific stipulations as detailed within Contract Data Part One.
- Receiving all data packs for Quality, Safety and Environmental including all applicable operator manuals for the *Works*, 2 weeks prior to the Completion Date as stipulated within the Contract Data Part One.

4.5.2 Materials facilities and samples for tests and inspections

a) Samples, tests and inspections required of the *Contractor*, shall be as specified in the technical specifications.

b) The *Contractor* shall give notice to the *Supervisor* of the required inspections not less than 48 hours before the inspection is required.

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

c) Access into areas already handed over by the *Contractor* for correction of any defects shall be subjected to the approval of terminal operations. The area will need to be temporarily barricaded from terminal operations.

4.6 Existing Services

It is expected that various existing services are present on the Site.

The Employer will provide available As-built drawings for known services with the vicinity of the work area. The *Contractor* verifies the existing services and submits the information to the *Supervisor* for acceptance at least 2 weeks prior to work commencing around the services.

The *Contractor*, when planning and devising his methods and considering the risks, also takes cognisance of underground services, foundations, existing berth structures that are located near or adjacent to the *Works*.

The *Contractor* will be required to liaise with the *Employer* (within the extent of the terminal) and Others that are service providers (within public areas) to ascertain where other existing services are affected by construction activities.

The *Contractor* must make provision in the programming and execution of his work for disruptions and delays resulting from the searching for any services not shown on the drawings.

If unknown services are encountered, the *Contractor* immediately informs the *Supervisor* and *Project Manager* of where the service is located and the likely type of the existing service. This communication does not relieve the *Contractor* of any of his obligations to deal with the encountered service.

4.6.1 Reinstatement of Services and Structures Damaged During Construction

The *Contractor*, when devising his methods and considering the risks and delays, takes cognisance of, maintains flexibility in his planning and includes time and cost risk allowances and takes precautions to mitigate damage related to inter alia:

- Existing structures and;
- Unknown existing Asbestos Cement stormwater or sewer outlet pipes

The *Contractor* repairs services and structures damaged when Providing the *Works*.

4.7 Site Establishment and Laydown Areas

The *Contractor* uses assigned areas for his site establishment and laydown areas as shown in **Figure 4-1** below. The *Contractor* ensures that any site establishment areas have a suitable security fence and the necessary access gates and control and is clearly sign-posted.



Figure 4-1: *Contractor*'s site camp and laydown area.

The site establishment layout is submitted to the *Project Manager* for acceptance. The submission includes a dimensioned drawing showing the layout of fences, offices, *Works*hops, ablution facilities, stores, stacking areas, fuel storage, waste management and the like.

All areas used by the *Contractor* must be handed back on Completion of the *Works*, neat and clean and free from damage and in a condition equal to or better than that received.

4.7.1 Services and Facilities Provided by the *Employer*

a) The Employer provides a site establishment area as indicated on Figure 4-1.

b) The *Employer* provides a connection point for water within 50m of the area provided for the *Contractor*'s Site Establishment. The *Contractor* makes his own arrangements for installing a metered connection and pipeline for use during construction. The *Contractor* submits water meter readings to the *Project Manager* immediately after completing the connection and then on a weekly basis.

The *Employer* only provides a water connection point and does not provide an electricity connection, sewerage connection or security for Providing the *Works*. The *Contractor* makes his own arrangements in this regard.

4.7.2 Facilities Provided by the *Contractor*

a) The *Contractor* provides the following facilities for the *Project Manager* and *Supervisor*:

The *Contractor* shall provide office facilities for the *Project Manager*, and the *Supervisor* as required by the *Project Manager*, the office would be fully equipped with 1 desk and a chair, photo copier with printer, kitchenette with small fridge, microwave, cutlery, and rockery for serving coffee.

b) *Contractor*'s service and facilities:

The *Contractor* shall make his own arrangement for the supply of services such as electricity, potable water, ablutions, fire protection, lighting and all other services required for undertaking the *Works*. Connection points for the various services will be made available within the boundaries of the Point precinct where available or else the *Contractor* must arrange the source. The cost of meters, connections, reticulation, and all other usage costs associated with the provision of services shall be to the *Contractor*'s account. The applicable tariffs will be those that the Local Authority charges the Port and shall be obtained by the *Contractor*.

The *Contractor* is made aware that the water pressure within the existing water network at the Port of Durban may be reduced from 9 to 3 bars. The *Contractor* shall plan his construction water supply accordingly.

c) *Contractor*'s services and facilities to construction site:

i. The *Contractor* shall provide, maintain, relocate where necessary, and finally remove, proper portable latrines of sufficient number at his cost. Latrines shall be properly constructed and placed in suitable positions and maintained in a clean and sanitary working condition. It may be required by the *Contractor* to negotiate with the *Employer* with regards to the use of or connecting to his site toilets. If it is not feasible to connect to the *Employer*'s existing sewer lines without disrupting port operations, the use of chemical toilets will be permitted.

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

iii. The *Contractor* will provide temporary lighting and fencing around every section occupied by him during the construction access on the site. The *Contractor* must include for all costs for such lighting and fencing, including access control into and out of these restricted areas. The *Project Manager*'s approval must be obtained for the use of any temporary lighting on the site due to the impact that this may have on vessel traffic in the harbour and/or interference with surrounding communities.

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

v. Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of equipment, involving, inter alia, offices, accommodation, laboratories, material storage, compound areas etc.,

within the working areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of equipment.

vi. Unless expressly stated as a responsibility of the *Employer* as stated in this *Works* Information all residual requirements for the provision of facilities and all items of equipment necessary for the *Contractor* to provide the *Works* remain the responsibility of the *Contractor*.

4.7.3 Laboratory Facilities

Unless otherwise accepted by the *Supervisor*, all material tests shall be carried out by an independent laboratory.

4.7.4 Advertising Rights

No advertising is allowed on the Site or within the Port of Durban.

4.7.5 Notice Boards

Prior to manufacturing or erecting any notice boards, the *Contractor* submits a drawing of the proposed layout of the project notice board to the *Project Manager* for acceptance.

The requirements for the notice board is as follows:

4.8 Accommodation of Traffic

The *Contractor* will not have sole use the roads on Site and Working Areas within the Port. The roads will be used by the *Employer* and Others during construction. The *Contractor*, when devising his methods and considering the risks, ensures that no roads are closed to traffic. The *Contractor* submits a Construction Traffic Management Plan to the *Project Manager* for acceptance. The Construction Traffic Management Plan states how the *Contractor* will deal with traffic during construction to minimize the impact on traffic within the port and provides details of bypasses, signage, barriers, flagmen and any other measures that will be implemented to manage the traffic.

4.9 Way Leaves

The *Contractor* obtains way leaves for crossing services owned by Others and makes allowance in his planning for the risk of obtaining way leaves.

4.10 Inspection of Adjoining Properties and Structures

Prior to commencing work near an existing berth structure, the *Contractor* carries out an ingoing condition survey of the structure. An outgoing condition survey is carried out by the *Contractor* after all *Works* in the area have been completed.

The condition surveys consist of photos of all elements of a structure (above and below the deck) to record the condition prior to, and after, work has been carried out in an area.

In this regard the *Contractor* must generate an inspection report for the *Project Manager*'s review and approval.

4.11 Site Clearance

All debris and obstructions are removed prior to excavation and breaking of existing concrete and disposed of at dump site accepted by the *Project Manager*.

The *Contractor* is cautioned that the site information may not include all debris to be removed and that appropriate risk allowances must be made.

4.12 Survey Control and Setting Out of the *Works*

The co-ordinate system is based on:

Universal Transverse Mercator (UTM) Zone 36S

Setting-out of the *Works* is in accordance with this co-ordinate system.

Benchmarks in port will be pointed out by the *Employer*.

Unless otherwise stated, all levels used on this contract will be relative to Chart Datum Port (CDP), which will be taken as 0.9m below Mean Sea Level (MSL).

4.12.1 In-surveys

Before the commencement of any works, the *Contractor* carries out a survey of the concrete structures above and under waster including seabed levels along the quay wall. This survey is carried out in collaboration with the *Supervisor* and submitted to the *Project Manager* for acceptance. Construction commences after acceptance of the survey by the *Project Manager*. A copy of the final accepted in-survey is furnished to the *Project Manager* for record purposes and for use for confirming levels/ depths.

4.12.2 Out-surveys

On completion of all activities, the *Contractor* shall carry out a survey of the construction area. This survey shall be carried out in collaboration with the *Supervisor*. Both parties shall agree on the final levels. A copy of the final agreed out-survey shall be furnished to the *Project Manager* for record purposes and it will be used for calculating material volumes.

Seabed adjacent to the quay shall be surveyed as per the Specification and the final levels shall be recorded on a drawing. The results of this survey shall be made available to the *Supervisor* for acceptance.

4.12.3 Monitoring surveys

Providing the *Works* may result in small movements in the position of existing structures. The *Contractor* carries out daily monitoring surveys to ascertain if existing plinths or berths have moved. The purpose of the surveys is to pick up movements that could result in damage to existing infrastructure. The *Contractor* surveys to an accuracy of at least 10mm (X, Y & Z axes). The *Contractor* devises a survey test that proves the accuracy of survey equipment and the *Supervisor* witnesses the test prior to the commencement of any monitoring surveys.

Monitoring surveys do not commence before the *Supervisor* has accepted the method statement submitted by the *Contractor*. A reason for not accepting the method statement is if the survey method will not achieve the required accuracy or will not be able to pick up movement of a structure.

The daily monitoring surveys start as soon as the *Contractor* starts work in a particular Section and continues for 2 weeks after the items of work that Section are completed. Surveys are submitted daily to the *Supervisor*.

4.13 Underwater Work

a) Diving Regulations

The *Contractor* shall comply with the diving regulations as set out in the occupational health and safety act, Act 85 (1993) or the latest revision thereof and also comply with the TNPA project Health and Safety specifications.

b) Diving Operations

A diving permit shall be obtained from the harbour master through the *Project Manager* who shall be given adequate notice of time when diving operations are to be commenced in order that shipping may be warned. Such permit shall be presented to the *Project Manager* for cancellation by the harbour master on completion of diving. Whilst TNPA's pilots and the master of any ship in the vicinity will be warned of such diving operations, this will not absolve the *Contractor* from ensuring the safety of his divers at all times.

c) Safety of Diving Operations

The *Contractor* is warned of the effect of the wash from ships or tugs on divers, and if necessary, shall cease diving work during adjacent shipping movements.

The recognised signals are to be flown at all times when diving is in progress, and the *Contractor* is to ensure the safety of all diving operations to the satisfaction of the diving *Supervisor*.

The Contractor is also notified of regular sewerage spillage in the Port which results in high levels of contamination, the Contractor is to make allowance in his budget

for the procurement of appropriate diving equipment to protect against contaminated waters.

d) Checking of underwater work

The *Project Manager* may make use of independent divers for checking underwater work when deemed necessary. The *Contractor* shall render the necessary assistance in this regard.

4.14 Sub-*Contractor*s

The *Contractor* may subcontract any part of the *Works*.

4.15 Working with Others

The *Contractor* will not have sole possession of the work areas. The *Contractor* shall co-operate with Others in regard to site occupation and access. In this regard the *Contractor* is advised that the Others may need to make use of the existing Quay in the event of an emergency.

The *Contractor* shall not commit or permit any act that may interfere with the performance of work by Others and shall carry out work in liaison with the *Project Manager*.

The *Contractor* shall ensure that any staff, labour, equipment, or plant moving outside of the Site or Working Areas does not obstruct the normal operation of the Port.

4.16 Take Over

The *Employer* intends using the berths for normal port operations when a Section is not being used by the *Contractor*. The *Employer* will use parts of the *Works* prior to Completion without intending to Take Over the *Works*. The reason is to minimize the *Employer*'s loss of income for berths standing vacant.

While it is the *Employer*'s intention to provide a Section to the *Contractor* without interference by Others, it is a working port and vessels or boats might enter the Section that the *Contractor* has access to. In these cases, it is not the *Employer*'s intention to Take Over any part of the *Works* until completion of the whole of the *Works* is achieved.

5. MANAGEMENT WHILE PROVIDING THE *WORKS*

5.1 Hours of Work

Normal working hours is limited to 6am - 6pm.

Marine activities may take place outside normal working hours. The *Project Manager* and *Supervisor* are notified two weeks before work outside normal working hours commences.

5.2 Management Meetings

a) 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 pro-actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both parties.

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:**
Risk register and compensation events	Weekly on Tuesdays at 10:00.	*Project Managers* Site office or as advised	*Project Manager (and appropriate delegates as instructed by the Project Manager), Supervisor and Contractor's CM (and appropriate key persons as instructed by the CM*).
Overall contract progress and feedback	Monthly on the fourth Thursday of each month commencing at 9:00, unless amended	*Project Managers* Site office or as advised	*Employer*, *Project Manager* (and appropriate delegates as instructed by the *Project Manager), Supervisor, ProjEm, CSHEC and Contractor,* CM*, (and appropriate key persons as instructed by the CM*).

SHE meetings	Twice monthly on the first and third Wednesday of each month commencing at 9:00, unless amended	*Project Managers* Site office or as advised	CSHEO, CM, *Project Manager*, SHEC and ProjEM,
Safety and Environmental Review Meetings	Twice monthly on the second and fourth Wednesday of each month commencing at 9:00, unless amended	*Project Managers* Site office or as advised	CM, *Project Manager*, *Supervisor and* PSSM
Technical Meetings	Within seven days of the starting date, commencing at 9:00.	*Project Managers* office or as advised	CM, *Project Manager*, *Supervisor and* PSSM

b) Regular meetings are convened and chaired by the *Project Manager* and attended by the *Contractor*. The *Contractor* participates in the meetings and reports on, and provides, relevant information regarding aspects such as programme and progress, co-ordination with Others, SHE management, quality management, technical matters, risks and issues, commercial matters, supplier development and the like.

Meetings may include but are not limited to:

- Contract Kick-off meeting (once off)
- Contract Progress meetings (monthly)
- Commercial Progress and Alignment meetings (monthly plus ad-hoc)
- Risk Reduction meetings (monthly plus ad-hoc)
- Technical meetings (ad-hoc)
- Site Progress & Alignment meeting (weekly)
- Other ad hoc meetings (HSE, CE, dispute resolution, etc.)

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

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

5.3 Planning and Programming

5.3.1 Planner Qualifications and Requirements

The *Contractor* must appoint a Project Planner with more than 15 years of experience working in marine/civil construction as a planner and experience working with the NEC3 Engineering and Construction Contract Option chosen for this contract.

5.3.2 General

The Contract programme, progress reports, subsequent updates, revisions, and supplementary programmes as stipulated in the conditions of contract and detailed in this section are an essential part of the project control system used by the *Employer* for management during construction and in monitoring the progress of the *Works*.

In addition to the requirements for the programme stipulated in the conditions of contract the programme and progress management process complies with the requirements stated in this *Works* Information.

5.3.3 Software Application for Programming

Programmes and supporting information are submitted in both hard copy and soft copy forms. Soft copies include Microsoft Projects compatible native files. The *Contractor* uses a suitable computerised planning package, accepted by the *Project Manager*, which is compatible with Microsoft Projects.

5.3.4 Methods and Procedures

The Critical Path Method (CPM) technique of planning and scheduling is to be used. The *Contractor* provides a time scaled bar chart with continuous logic showing critical path(s), total float, time risk allowances and resources for each activity.

The activity durations are shown in working days and are realistic and based on estimated quantities and applied resources.

The programme layouts take account of the Facility Breakdown Structure (FBS) accepted or instructed by the *Project Manager*.

The following levels of programme are used for this project:

- **Level 1 Master Schedule** - defines the major activities and interfaces between engineering, procurement, fabrication and construction, transportation, installation, and pre-commissioning, commissioning, and start-up. This is a high-level summary schedule and is included in the monthly progress report.
- **Level 2 Project Schedule** - summary schedules "rolled up" from the level 3 project schedule. The structure and layout will be in accordance with the FBS as defined in the level 3 schedule.
- **Level 3 Project Schedule** - detailed schedules, which are generated for tracking and control of various activities and deliverables for all phases of the project. The

activities will be coded in accordance with the FBS. Various layouts and corresponding filters can be developed to reflect the requirements of the Project leads and managers.

- **Level 4 Project Schedule** - This detailed level programme is developed and maintained by the *Contractor* and generated for tracking and control of all activities and deliverables for all phases of the Project. The programme represents the day-to-day activities by discipline that are work unit based and become summarized in the level 3 activities. The durations of Level 4 activities are sufficiently short to enable effective weekly progress tracking. Level 4 durations should in most cases not exceed one week and rarely two weeks. Activities of longer duration for work that cannot be broken down into activities not exceeding two weeks in duration must be supported by a progress tracking method that enables weekly progress tracking (e.g. cumulative production tables or graphs). All work must be programmed to Level 4 detail from the outset. Time risk allowance (TRA) is normally allocated to Level 4 activities and in cases where this is not feasible it is allocated to Level 3 activities. TRA is either shown as a separate bar or included in the duration of the activity itself and clarified by a note.

5.3.5 Progress Reporting

Weekly Programme Update Report

The programme is updated weekly before the weekly progress and alignment meeting. The purpose of the weekly programme update report and the subsequent progress and alignment meeting is to demonstrate, agree and place on record the status of completion of each activity, identify problems and risks and provide a basis for planning the following week's activities.

The weekly programme update report is submitted to the *Project Manager* and *Supervisor* promptly after the update and not later than the day before the weekly progress and alignment meeting. The weekly programme update report is discussed at the weekly progress and alignment meeting. The baseline for the update is the latest revised programme that has been submitted to the *Project Manager* for acceptance. The weekly programme update report includes and shows:

- A comparison of the actual progress compared to the baseline;
- A soft copy of the Microsoft Projects version of the programme update;
- The critical path;
- A two week look-ahead;
- A narrative report consisting of an executive summary and synopsis of work in progress and critical action items (top 10); and

Revised Programme

The information shown on revised programmes is not more than 3 days out of date.

The following reports are submitted to the *Project Manager* and *Supervisor* for information with revised programmes:

- **Copies of weekly programme update reports** – submitted weekly as specified above.
- **Updated manpower histogram** - updated and issued monthly showing actual, forecast and planned.
- **Monthly report** - a narrative status report submitted 3 days before the monthly progress meeting, or as agreed by the *Project Manager*. The report includes the following information but is not limited to:
  - Summary of progress achieved during the reporting period
  - Latest updated programme
  - Latest Accepted Programme
  - Project milestones table – original forecast, actual, current forecast, deviation from original, deviation over last reporting period
  - Status and performance of on-site *Works*
  - Status and performance of off-site *Works*
  - Status of quality control documentation (data books)
  - Histograms and s-curves (including cash flow status versus original forecast)
  - Critical action items list (top 10)
  - Deviations from the current accepted programme and action plans to minimize impact on Project key dates, with the focus on activities showing a continuing slippage trend

Monthly Expediting Report

The *Contractor* submits to the *Project Manager* at least three (3) days before the monthly progress meeting, a report on progress of its off-site manufacturing activities.

The monthly report states the current percentage progress of each significant item of Plant and Materials as applies at that date.

Each report states the actual completion date for those activities completed in the last reported period, the anticipated completion date for each item of Plant and Materials, reasons any delay or variance with respect to scheduled progress and mitigating measures implemented.

The *Contractor* also reports his calculated overall completion percentage for each Subcontract at each report date.

Monthly Cash Flow

The *Contractor* submits to the *Project Manager* a detailed monthly cash flow chart based on the contract programme showing the anticipated cash flow as represented by expected payment claim submissions, not only payments received.

5.4 Health and Safety

5.4.1 The *Contractor* must appoint a Health and Safety Officer: Professionally Registered as Construction Health and Safety Officer with SACPCMP with more than 5 years of

experience on marine and civil construction projects and have a SAMTRAC or an equivalent training course as a minimum qualification.

5.4.2 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 start of the *Works*.

5.4.3 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 19930).

5.4.4 The *Contractor* complies with the following SMP:

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 Transnet National Ports Authority Health and Safety Specifications contained in Annexure A2 to this *Works* Information.

5.4.5 The *Contractor* is to pay special attention and compliance to General Safety Regulations as promulgated in terms of the OSH Act (Act 85 of 1993) and compliance to Transnet Specification E4E, a copy of which is included with this tender.

5.4.6 COVID-19 Occupational Health and Safety measures in workplace

The *Contractor* is to implement Occupational Health and Safety measures to (reduce and eliminate) the escalation of COVID-19 infections in workplaces as set out in the Schedule adopted by the Minister of Employment and Labour, in terms of Regulation 10(8) of the National Disaster Regulations (Act No. 57 of 2002) and comply to all COVID-19 related guidelines issued by the government in this regard.

5.4.7 COVID 19 REQUIREMENTS

- COVID-19 Risk assessment
- COVID-19 Risk assessment management plan
- TNPA COVID-19 induction
- COVID-19 Communication plan (Attendance registers DOL Directive 479, Risk assessment, etc.)
- Appointment of COVID-19 Manager/Representative
- COVID-19 Operational Plan(include Return to work questionnaire, COVID-19 Reporting and investigation procedure, social distancing, Symptom screening procedure, sanitizing and disinfecting procedures, Cloth masks and other PPE, Measures in respect of workplaces to which public have access, Ventilation, Hygiene and cleaning measures and Waste Management, and not limited to the above specifications).
- COVID-19 Registers and Checklists

5.4.8 It is a pre-requisite for the *Contractor* to develop, operate, and maintain a CHSMP which incorporates the principles outlined in the *Employer* Health and Safety Project Specification which is tailored for their scope of work. The *Contractor* must ensure that his Sub-*Contractor*s comply with the requirements of the CHSMP.

5.4.9 The *Contractor* must perform the *Works* having due regard to the CHSMP.

5.4.10 No alcohol is permitted on Site and within TNPA property. The *Employer* has a zero-tolerance policy in this regard and all personnel entering the Site will be required to undergo breathalyser tests.

5.4.11 The *Contractor* shall provide all personnel with the required and relevant Personal Protective Equipment (PPE) as detailed in the CHSMP.

5.4.12 Although not limited to, the following PPE is the minimum requirement:

- Hard hat
- Safety boots with steel toe cap
- High visibility reflective vests
- Safety glasses
- Life Jackets
- Any other job specific PPE required.

5.4.13 The *Contractor* shall provide transport for personnel in a safe manner. Transportation in the back of a light delivery vehicle is prohibited. The *Contractor* may transport workforce by means of busses to the respective areas of work. There is no additional payment for this and shall be deemed to have been included in the tendered rates.

5.4.14 For the purpose of the Occupational Safety and Health Act and Regulations (Act No. 85 of 1993) the site is transferred, for the duration of the contract, to the control of the *Contractor* as if it is his property. As *Employer*, he is in every respect responsible for the compliance with the provision of this Act, as well as the application of General Administration Regulations 13 to the employees of Transnet National Ports Authority who visit the site.

5.5 Quality Assurance

5.5.1 The *Contractor* must appoint a Quality officer with a B-Tech, Diploma, and Certified qualification in quality system with relevant quality experience in construction and experience working with the NEC3 Engineering and Construction Contract Option chosen for this contract. More than 5 years of experience in a quality systems environment and relevant experience in marine/civil construction projects is required. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful

5.5.2 The *Contractor* shall have, maintain and demonstrate its use to the *Project Manager* a documented Quality Management System to be used in managing the performance when Providing the *Works*. The *Contractor*'s Quality Management System shall conform to:

- International Standard ISO 9001
- or an equivalent standard acceptable to the *Project Manager*

5.6 Environmental Management and Constraints

5.6.1 The *Contractor* must appoint an Environmental Officer should have a B-Degree in Environmental Management/Science or equivalent with a minimum of 5 years work experience in marine or civil construction. A list of projects where construction environmental management duties have been executed must be provided and include a brief description of such duties.

5.6.2 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 environmental good practice.

5.6.3 All required licences and permits must be obtained by the *Contractor* from relevant authorities prior to the commencement of project activities where applicable.

5.6.3 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 (009-TCC-CLO-SUS-11386).
- Minimum Environmental Standards for Construction (009-TCC-CLO-SUS-GDL-11385.26)
- COVID-19 Health Care Waste Management on Construction sites TGC-IMS-ENV-SOP-009.001

The *Contractor* must also comply with the following documents:

- TNPA list of approved waste services *Contractor*s
- EThekwini Municipality *Schedule Trades and Occupations Bylaws*
- EThekwini Municipality *Interim Code relating to fire prevention and Flammable liquids and substances*

5.6.4 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 5.6.3 above.

5.6.5 The SOP for CEM describes the main roles and responsibilities of the project team with respect to Environmental Management.

5.6.6 The minimum Environmental Standards for Construction (ESC) 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.

5.6.7 The above requirements shall be applicable to the main *Contractor*, its service providers and suppliers.

5.6.8 The *Contractor* must sign the Declaration of Understanding as a commitment to abide with Transnet's Environmental Governance Framework, Project Environmental

Specification, COVID 19 Post Lockdown Construction Site Health and Safety Guidelines and COVID-19 Health Care Waste Management. Sufficient environmental budget must be allocated to meet all the project environmental requirements for the duration of the contract.

5.6.9 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 5 years work experience in environmental management within the construction environment.

5.6.10 The roles and responsibilities of the *Contractor*'s EO are stated in the SOP CEM. The *Contractor*'s EO must be 100% full time on site during working hours.

5.6.11 The *Contractor* will be required to submit an environmental file to TNPA post award of tender. Particular requirements of the *Employer* will be made known on award of the contract. Site access certificate shall not be granted until the environmental file has been approved by the *Employer*.

5.6.12 The overarching obligations of the *Contractor* under the SOP CEM 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:

a) Establishment of construction lay down area
b) Hazardous and non-hazardous solid waste management
c) Storm water management
d) Contaminated water management
e) Prevention of marine pollution
f) Hydrocarbon spills
g) Diesel tanks and refuelling procedures
h) Dust control
i) Spoil dumping
j) Sourcing, excavating, transporting and dumping of fill material
k) Noise and vibration control
l) Removal of rare, endemic or endangered species
m) Removal and stockpiling of topsoil
n) Rodent and pest control
o) Environmental awareness training
p) Site division
q) Emergency procedures for environmental incidents
r) *Contractor*'s SHE Officer
s) Closure of construction laydown area

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 ESC document are achieved. The method statements will be prepared in accordance with the requirements set out in the CEM. 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.

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 Officer.

5.6.13 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*.

5.6.14 During the construction period, the *Contractor* complies with the following:

A copy of the CEM, ESC, CEMPr and PES shall be available on Site, and the *Contractor* shall ensure that all the personnel on Site (including Sub*Contractor*s and their staff) as well as suppliers are familiar with and understand the specifications. The *Contractor* and its sub*Contractor*

Where applicable, the *Contractor* shall provide job-specific training on an ad hoc basis when workers are engaged in activities, which require method statements.

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 ESC and CEMPr. Sufficient environmental budget must be allocated to achieve this including all environmental requirements for the project for the duration of the contract.

The *Contractor* must ensure that its Sub*Contractor*s comply with the Environmental Specification.

The *Contractor* must appoint the waste removal Service Providers who is licenced to operate within the Ports as provided in the TNPA list of Waste Services *Contractor*s.

The *Contractor* or Sub *Contractor*s 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.

5.7 Document Control

The Project Management Office filing system will be utilized for the control of all relevant documentation. All document will be delivered via document control with a proof of transmittal. Copies of all correspondence, specifications and drawings, contracts and agreements, data sheets, minutes of meetings, *Employer*s agent instructions, invoices and payment certificates, access certificates, quality and any variations, (compensation events or project change notices) will be filed and archived in the project folder by the Doc Controller. A document register will also be developed to capture incoming and outgoing documents. All documents issued to 3rd Party *Contractor*s and to the *Employer* must be submitted through the *Employer*'s Document Control Department.

The final documentation to be handed to TNPA which will be the property of TNPA is the designs, costings, specifications, drawings, tender documentation and the feasibility study report. The documentation will be supplied in hard copy 2 of, in PDF format 2 CD's and in native electronic format 2 CD's.

5.8 Performance Bond

The form in which the performance bond is given by the *Contractor* is set out in Part C1 Agreements and Contract Data, document C1.3 Forms of Securities.

5.9 Accounts and Records

5.9.1 Payment

The *Contractor* submits to the *Project Manager* a detailed application for payment, in a form acceptable to the *Project Manager*, on or before the assessment date. Such application includes at least the following details:

- A detailed *Contractors* assessment of the Price for Work Done to Date together with any other amounts that the *Contractor* believes is due and less any amounts to be paid by or retained from the *Contractor*; and
- Documentation and information to support the application for payment; specifically site measurements, DTM and material calculations, records, surveys, delivery notes, weigh bills and quotations.

6. DRAWINGS

The *Contractor* Provides the *Works* in accordance with the following drawings:

Drawing No.	**Revision**	**Title**
	0	REINFORCEMENT LAYOUT AND DETAILS

C3.2 ANNEXES

Annexure	**Title**
General Specifications	
Annexure A1	Health & Safety Specifications for the Port of Durban
Annexure A2	Environmental Management (Tender Pack)
Annexure A3	Principal Controlled Insurance
Annexure A4	Harbour Master Rules for Navigation
Variations to Standard Specifications	
Annexure B1	Variations to SANS 1200 A: PSA: General
Annexure B2	Variations to SANS 1200 AB: PSAB: Engineer's Office
Annexure B3	Variations to SANS 1200 G: PSG: Concrete

The Contract

Part C4: Site Information

1. DESCRIPTION OF THE SITE AND ITS SURROUNDINGS

1.1 General Description

The C-Berth is located within the Point precinct in the Port of Durban. The precinct was established in the 1900s and consists of multiple variation of operational activities including but not limited to Passenger terminal, Container terminal and Automotive terminal.

Figures 1 and 2 depict the location and layout of C-Berth with the Point precinct.



Figure 1: Port of Durban, C-Berth

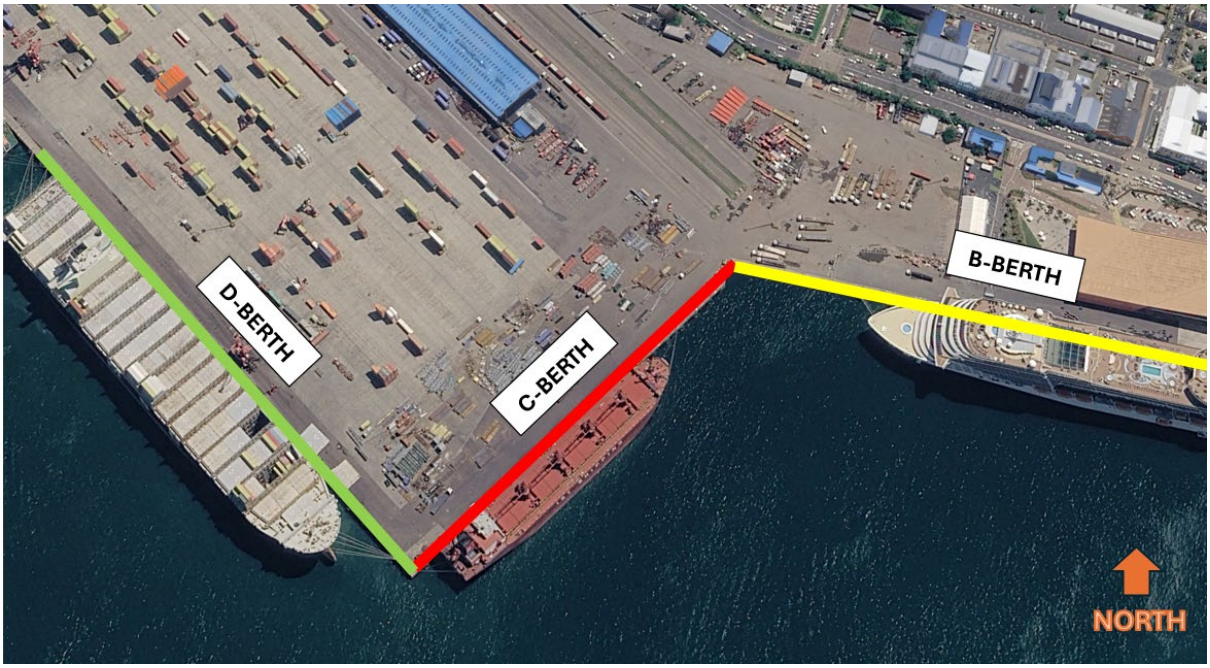


Figure 2: C-Berth Layout

1.2 Port of Durban

The Port of Durban is operated by the Transnet National Ports Authority, who provides the port infrastructure, pilotage, and navigational aids. The Port of Durban is the busiest port in sub-Saharan Africa.

1.3 Site Access

The is accessible from the Mahatma Gandhi Road via a Transnet security controlled access adjacent to the Passenger Cruise Terminal in Durban Point.

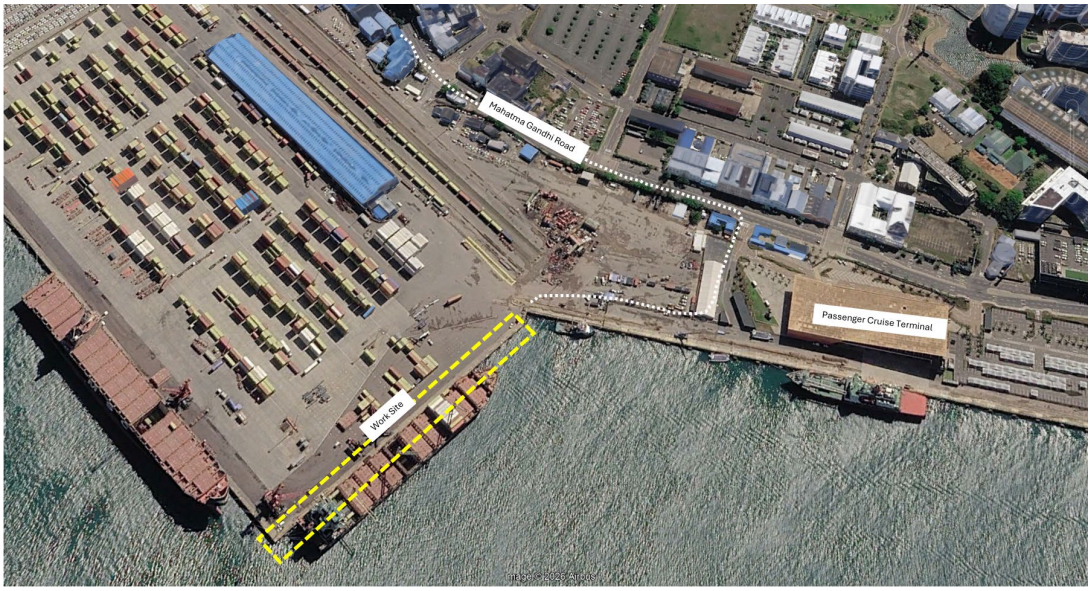


Figure 3: Site Access

1.4 Available As-Built Drawings

The drawings listed below were issued for tender during the original construction and represent the available drawings for the structure.

TABLE 1.1:

LIST OF AVAILABE DRAWINGS

Drawing No.	Drawing Title
2B0904-001-00	Site Plan
2B0904-002-00	General Arrangement
2B0904-003-00	Caisson Setting Out
2B0904-005-00	Caisson Geometry
2B0904-011-00	Caisson Reinforcement
2B0904-012-00	Caisson Reinforcement

2. COASTAL PROCESSES

2.1 Wind

1.1 Extreme Wind Speeds

Measured wind speeds at Port Control were used as the basis for determining extreme wind speeds at the site. The data was supplied by the CSIR, Stellenbosch, and was collected on behalf of the Transnet National Ports Authority (TNPA). The Port Control dataset was augmented from 10.4 years to 19.2 years through the inclusion of measured wind speeds from the old Durban International Airport, obtained from the South African Weather Service (SAWS). Measured wind speeds at the old Durban International Airport were converted to be representative of those at Port Control through a directional analysis of wind speed at the two locations. The wind rose of the resulting dataset is presented in Figure 2-1.

Figure 4-1: Wind rose of combined dataset representative of Port Control.

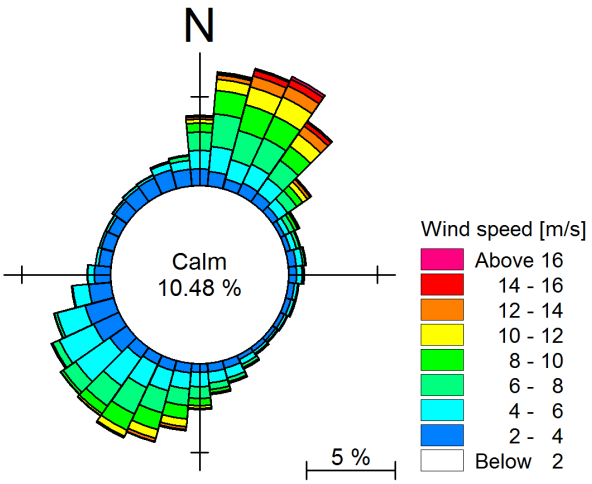


Table 2-1 presents the estimated extreme wind speeds. The wind speeds are hourly averaged, and corrected to the standard reference level of 10 m above the land surface. The presented extreme wind speeds include a 5% increase due to climate change over the design life of the structures (PRDW, 2013).

Table 2-1: Extreme value analysis on measured wind speed for combined dataset representative of Port Control (including climate change) (PRDW, 2013).

Return period [years]	Wind speed U_{10} [m/s]		
	Lower 95% confidence limit	Best estimate	Upper 95% confidence limit
10	22.6	23.2	23.8
20	22.8	23.6	24.3
50	23.0	24.0	25.0
100	23.1	24.3	25.5
350	23.2	24.8	26.3

2.2 Water Levels

Astronomical tide predictions are published annually by the SA Navy Hydrographer (2013), and the tidal levels for the Port of Durban are summarized with reference to Chart Datum Port (CDP) as follows:

Table 2-2: Astronomical tide predictions (SANHO, 2013).

Tide	Abbreviation	Level ([m], CDP [(1)])
Highest Astronomical Tide	HAT	2.29
Mean High Water Springs	MHWS	2.00
Mean Level	ML	1.10
Mean Low Water Springs	MLWS	0.20
Lowest Astronomical Tide	LAT	-0.01

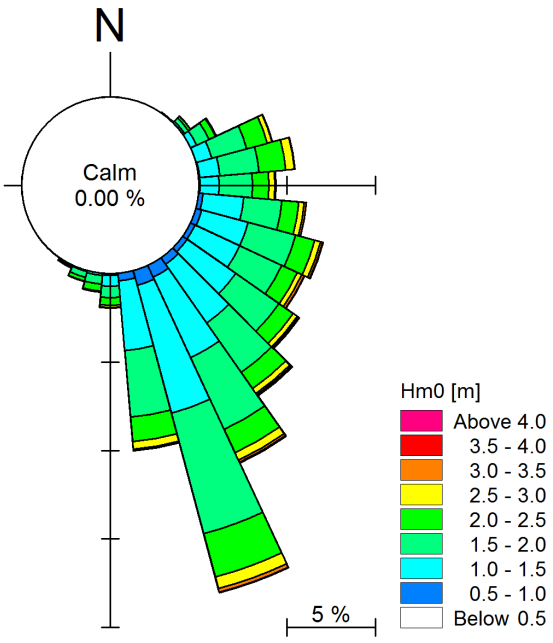
[(1)] Note: Chart Datum (CD) is defined by the Hydrographer as 0.913 metres below land levelling datum. CDP for the Port of Durban is defined by Transnet NPA as 0.900 metres

below land levelling datum. All references to Chart Datum in this document will be interpreted as Chart Datum Port.

2.3 Waves

No wave data was available for inside the port. Measured wave data was available from the Durban Bluff Waveriders (located outside the port to the East of the bluff). Refer to Figure 2-2 below for the wave rose.

Figure 4-2: Wave rose for Durban Bluff Waverider data.



3. APPENDICIES TO PART C4: SITE INFORMATION

The appendices to Part 4- Site Information have been provided on a Site Information CD-ROM.

The following appendices form part of the Site Information.

- Appendix C4-A: Inspection Reports
- Appendix C4-B: Site Photographs
- Appendix C4-C: As-Drawings