

TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF THE
LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24)MONTHS.



Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF THE
LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF
TWENTY-FOUR(24) MONTHS.**

RFP NUMBER	:	TNPA/2023/10/0002/44106/RFP
ISSUE DATE	:	19 FEBRUARY 2024
COMPULSORY CLARIFICATION SESSION	:	27 FEBRUARY 2024
CLOSING DATE	:	14 MARCH 2024
CLOSING TIME	:	16H00
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

Annexure 1:	"HOW TO" GUIDE FOR BIDDERS
-------------	----------------------------

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 BOQ

Part C3: SCOPE OF WORK

C3.1 Works Information

Annexure A:	Drawings
Annexure B:	Health and Safety Specifications and Baseline Risk Assessment
Annexure C:	Environmental Specifications
Annexure D:	General Quality Requirements for Contractor and Suppliers
Annexure E:	Document Management and Control
Annexure F:	Employer Technical Specifications Geotechnical Report
Annexure G:	Hydrographic And Geophysical Survey at Latimer's Landing – Preliminary Report
Annexure H:	Hydrographic And Geophysical Survey at Latimer's Landing – Final Report
Annexure I:	Geotechnical Final Report

Part C4: SITE INFORMATION

C4.1 Site Information



SECTION 1: SBD1 FORM

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR TRANSNET NATIONAL PORTS AUTHORITY REQUIREMENTS, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TNPA/2023/10/0002/44106/RFP	ISSUE DATE:	19FEBRUARY 2024	CLOSING DATE:	14 MARCH 2024	CLOSING TIME:	16H00
DESCRIPTION	PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.						
BID RESPONSE DOCUMENTS SUBMISSION							
RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions): https://transnetenders.azurewebsites.net							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Lundi Landu			CONTACT PERSON	Snr Procurement Specialist		
TELEPHONE NUMBER	None			TELEPHONE NUMBER	None		
FACSIMILE NUMBER	None			FACSIMILE NUMBER	None		
E-MAIL ADDRESS	TNPATenderenquiries3@transnet.net			E-MAIL ADDRESS	TNPATenderenquiries3@transnet.net		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA	



B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]			
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> 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.

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: _____



Part T1: Tendering Procedures



T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.
TENDER DOWNLOADING	<p>This Tender may be downloaded directly from these websites: ALL FREE OF CHARGE</p> <ol style="list-style-type: none"> National Treasury e-Tender Publication Portal at www.etenders.gov.za, Transnet e-Tender Publication Portal website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link), and CIDB website https://www.cidb.org.za/cidb-tenders/current-tenders/
COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at EMD Building, Corner Dr. Zahn & Nuffield Road, West bank, East London on the 27 February 2024, at 11h00am [11 O'clock in the morning] for a period of ± 2 (two) hours. Thereafter, a site walk will take place.</p> <p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> Tenderers to provide own transportation and accommodation (if required). Tenderers are required to wear safety shoes/boots, reflective visibility vests. Tenderers without the recommended Personal Protective Equipment (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. <p>The relevant persons attending the meeting must ensure that their identity documents, passports, or drivers' licenses are on their possession for inspection at the access control gates.</p>



	<p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory clarification meeting.</p> <p>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.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>16h00 on 14 MARCH 2024</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>

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.

2.1. The Transnet e-Tender Submission Portal can be accessed as follows:

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

- 2.1.1. Click on "ADVERTISED TENDERS" to view advertised tenders;
- 2.1.2. Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- 2.1.3. Click on "SIGN IN/REGISTER" - to sign in if already registered;
- 2.1.4. Toggle (click to switch) the "Log an Intent" button to submit a bid;
- 2.1.5. Submit bid documents by uploading them into the system against each tender selected.

2.1.6. 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.

2.2. 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.

- 2.3. 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 five (5) 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 T2.2-22, [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past five (5) 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:
- 4.12.1. *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - 4.12.2. *contract data of contract provided by the tenderer; or*
 - 4.12.3. *the contents of the tender returnable 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 following:

- CSD Registration Number:
- Supplier Number/Unique registration reference number:
- RFP Reference Number:

7. TRANSNET GUIDE ON HOW TO UPLOAD RFP DOCUMENT

A detailed guide is herewith attached for all prospective bidders to familiarize themselves with the process of uploading and RFP into Transnet website, refer to **Annexure 1**

**Transnet urges its clients, suppliers and the general public
to report any fraud or corruption to
TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com**

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts. The Standard for Uniformity in Construction Procurement was first published in Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019.(see www.cidb.org.za).

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2: Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
Part C: The contract	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing instructions C2.2 BOQ
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:	Senior Procurement Specialist
	Address:	1 Hely Hutchinson Road, Quiqney, East London
	E – mail	TNPATenderenquiries3@transnet.net

C.2.1 Only those tenderers who have submitted and satisfy the following eligibility criteria would be evaluated further:

1. **STAGE ONE(1): Compulsory Attendance to the clarification meeting and valid registration with CIDB:**

1.1 **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.
- 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 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 clarification meeting and have their returnable document **T2.2-01-Certificate of attendance** signed off by the Employer's authorised representative.

1.2 **Eligibility in terms of the valid registration with Construction Industry Development Board(T2.2-02):**

- Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, designation of **8CE or higher** class of construction work, are eligible to have their tenders evaluated.

- Joint Venture (JV)

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

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
- the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an **8CE or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- The tenderer shall provide a certified copy of its signed joint venture agreement.

1.3 Technical Pre-Qualification for the key personnel that would be responsible of the execution of this project.(T2.2-03)

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

No	Evaluation Criteria	Proof of registration with registration number (MUST be submitted)
1	Construction Manager – must be registered in the category Pr.CM with the South African Council for the Project and Construction Management Professions((SACPCMP).	
2	Safety Officer -must be registered in the category CHSO with South African Council for the Project and Construction Management Professions (SACPCMP).	

2. STAGE TWO(2) - 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 criterion and, if any, each sub-criterion is as stated below.

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

- 2.1.1 T2.2-04 Experience of Key Personnel
- 2.1.2 T2.2-05 Tenderer's/Company* Previous Experience
- 2.1.3 T2.2-06 Method Statement
- 2.1.4 T2.2-07 Programme
- 2.1.5 T2.2-07 Health and Safety Requirements
- 2.1.6 T2.2-08 Environmental Management
- 2.1.7 T2.2-10 Quality Management

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

(See CIDB Inform Practice Note #9)

Functionality Criteria (Technical Evaluation)

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
T2.2-04 Experience of Key Personnel	Organogram	2	20
	Project Manager	4	
	Construction Manager	5	
	Civil Engineer	4	
	Planner	1	
	Construction Supervisor/Foreman	3	
	Document Controller	1	
T2.2-05 Tenderer's/ Company* Previous Experience.	Reference Letters for Previous Structural/Marine Construction Projects	10	20
	Completion Certificate Letters for Previous Structural/Marine Construction projects.	10	

T2.2-06 Method Statement/ Approach Paper	The Approach Paper should cover:		
	Demolition, Excavation & Profiling	4	20
	Scour Protection	4	
	Piling	5	
	Concrete Works	5	
	Timber Cladding, and Quay Furniture	2	
T2.2-07 Programme:	The Bidder will be required to submit a Programme that consists of the below elements:		
	Level 3 Programme aligned to the scope of works	1	10
	Programme software	1	
	Project Timeframe	2	
	Key Milestones	1	
	Basis of Schedule	1	
	Columns Required	1	
	Critical Path	2	
	Project Activities	1	
T2.2-08 Health and Safety Requirements	ISO 45001 manual	4	10
	Overview of the risk assessment.	2	
	Submit CV, qualifications, and valid proof of registration with SACPCMP.	3	
	Health & Safety Cost	1	
T2.2-09 Environmental Management	Environmental Management Plan(EMP)	3	10
	Environmental Policy	2	
	Organogram with CV with previous experience	3	
	List of projects where environmental duties were of a similar nature	2	
T2.2-10 Quality Management	Quality Manual aligned to ISO 9001:2015	2	10
	Project Quality Plan for the contract	2	
	CV of Quality Officer: Experience	2	

	CV of Quality Officer: Education	2	
	Quality Control Plan	2	
Maximum possible score for Functionality			100
<p><i>* Note: In the event the bidder augments or supplements his or her experience by another company's experience (to meet one or more set criteria), a signed Partnership/Joint Venture/ Consortium agreement must be attached. The bidder MUST package that proof of experience accordingly for purpose of evaluation.</i></p>			

3 STAGE THREE(3): PRICE AND SPECIFIC GOALS

Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 90(Price) and 10(Specific Goals) as described in Preferential Procurement Regulations.

Evaluation Criteria	Final Weighted Scores
Price	90
Specific Goals - Scorecard	10
TOTAL SCORE:	100

Up to 10 tender evaluation points will be allocated for the specific goals. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

The maximum points allocation for specification goals of this bid are allocated as follows:

Specific Goals	Number of points (90/10 system)
B-BBEE Status Level of Contributor 1 or 2	2.00
The promotion of enterprises located in the Eastern Cape Province for work to be done or services to be rendered in that province	3.00
The promotion of supplier development through subcontracting of a minimum of 30% of the value of the contract to/with EMEs and/or QSEs 51% owned by black people, youth, women, or disabled people	5.00
Non-compliant and/or B-BBEE Level 3-8 contributors	0.00

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	<ul style="list-style-type: none"> • B-BBEE Certificate / Sworn Affidavit / CIPC B-BBEE Certificate (in case of JV, a B-BBEE consolidated scorecard will be accepted) as per DTIC guidelines
The promotion of enterprises located in the Eastern Cape province for work to be done or services to be rendered in that province	<ul style="list-style-type: none"> • CIPC registration documents • B-BBEE Certificate / Sworn Affidavit / CIPC B-BBEE Certificate as per DTIC guidelines • Proof of registered address of the entity (e.g., Municipality or Eskom Letter, Levy Statement, etc)
The promotion of supplier development through subcontracting of a minimum of 30% of the value of the contract to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people.	<ul style="list-style-type: none"> • Sub-contracting agreement/s and declaration • Subcontractors CIPC registration documents • Subcontractors B-BBEE Certificate / Sworn Affidavit / CIPC B-BBEE Certificate as per DTIC guidelines. • Certified copy of ID Documents of the Owners which are 51% owned by black women, youth and disabled people • Doctor's note confirming the disability and/or Employment Equity Act 1(EEA1) form

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

- 4. STAGE FOUR(4):** Post Tender negotiations
- 5. STAGE FIVE (5) : SELECTION OF PREFERRED TENDERER** (Objective Criteria)
- 6. STAGE SIX (6) :** Award of a bid and conclusion of a contract.

C.2.7 **A compulsory clarification meeting as stated in the Tender Notice and Invitation to Tender** will be conducted at EMD Building, Corner Dr. Zahn & Nuffield Road, West bank, East London on the **27 February 2024, at 11h00am [11 O'clock in the morning]** for a period of ± 2 (two) hours. Thereafter, a site walk will take place immediately, after the compulsory clarification session. Prospective bidders would be given an opportunity to do site inspection for further demonstration of what was presented.

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:	The tender documents must be uploaded with: <ul style="list-style-type: none">▪ Name of Tenderer:▪ Contact person and details: Snr Procurement Specialist▪ The Tender Number: TNPA/2023/10/0002/44106/RFP▪ The Tender Description: RFP FOR PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON▪ Documents must be marked for the attention of: <i>Employer's Agent: Senior Procurement Specialist</i>
-------------------------	--

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: **16h00** on the **14 MARCH 2024**
Location: The Transnet e-Tender Submission Portal:
(<https://transnettenders.azurewebsites.net>);
NO LATE TENDERS WILL BE ACCEPTED

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services. **Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or an **affidavit** confirming annual turnover

and level of black ownership, in line with the code of good practice, together with the tender;

3. A valid CIDB certificate in the correct designated grading;
4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C.3.13 Transnet will award the tender to the highest scoring bidder/s unless objective criteria exist that justify the award to another bidder. Transnet may apply the objective criteria in this bid process as follows:

- Bidder(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
- 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 (T2.2-24);
- The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
- Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment;

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

The tenderer or its members, directors, partners:

- Is under restrictions as contemplated in the Integrity Pact (T2.2-24),
- 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;
- in relation to the proposed contract, a due diligence exercise to validate the bidder's proposal that 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;
- has no legal capacity to enter into the contract;



TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

- 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;
- does not comply with the legal requirements, if any, stated in the tender data; and is not able to perform the contract free of conflicts of interest.

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

Signed	Date
_____	_____
Name	Position
_____	_____
Tenderer	



Part T2:
Returnable
Documents



T2.1 List of Returnable Documents

These schedules are required for pre-qualification and eligibility purpose:

- T2.2-01 as per Compulsory attendance of Clarification meeting: **Eligibility Criteria Schedule - Certificate of attendance at Compulsory Tender Clarification Meeting**
- T2.2-02 Construction Industry Development Board: **Eligibility Criteria Schedule – Valid CIDB Registration or Application**
- T2.2-03-1 **Technical Pre-Qualification:** Construction Manager Registration Returnable
- T2.2-03-2 **Technical Pre-Qualification:** Safety Officer Registration Returnable
- T2.2-04 **Evaluation Schedule:** Experience of Key Personnel
- T2.2-05 **Evaluation Schedule:** Tenderer's (Company-Previous Experience)
- T2.2-06 **Evaluation Schedule:** Method Statement
- T2.2-07 **Evaluation Schedule:** Programme
- T2.2-08 **Evaluation Schedule:** Health and Safety Management
- T2.2-09 **Evaluation Schedule:** Environmental Management
- T2.2-10 **Evaluation Schedule:** Quality Management
- T2.2-11 Authority to submit tender
- T2.2-12 Record of addenda to tender documents
- T2.2-13 Letter of Good Standing for Occupational Injuries and Diseases Act (COIDA)
- T2.2-14 Risk Elements
- T2.2-15 Availability of equipment and other resources
- T2.2-16 Schedule of proposed Subcontractors
- T2.2-17 Site Establishment requirements
- T2.2-18 Capacity and capability to meet delivery schedule
- T2.2-19 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

Agreement and Commitment by Tenderer:

- T2.2-20 Non-Disclosure Agreement
- T2.2-21 RFP Declaration Form
- T2.2-22 RFP – Breach of Law
- T2.2-23 Certificate of Acquaintance with Tender Document
- T2.2-24 Service Provider Integrity Pact
- T2.2-25 Supplier Code of Conduct



- T2.2-26 Certified copy of signed joint venture agreement (where applicable)
T2.2-27 DPIP or FPPO

Bonds/Guarantees/Financial/Insurance:

- T2.2-28 Insurance provided by the Contractor
T2.2-29 Form of Intent to provide a Performance Guarantee
T2.2-30 Forecast Rate of Invoicing
T2.2-31 Three (3) years latest audited financial statements
T2.2-32 POPIA

These schedules will be utilised for evaluation purposes:

- T2.2-33 B-BBEE Certificate or Sworn Affidavit or CIPC B-BBEE Certificate or Consolidated B-BBEE scorecard in case of JV, will be accepted as per DTIC guidelines.
- T2.2-34 For promotion of enterprises located in a specific province (Eastern Cape) for work to be done or services to be rendered in that province they must submit:
- CIPC registration documents
 - B-BBEE Certificate or Sworn Affidavit or CIPC B-BBEE Certificate as per DTIC guidelines
 - Proof of registered address of the entity (e.g., Municipality or Eskom Letter, Levy Statement, etc)
- T2.2-35 The promotion of supplier development through subcontracting a minimum of 30% of the value of portions of the contract to /with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people:
- Sub-contracting agreement/s and declaration
 - Subcontractors CIPC registration documents
 - Subcontractors B-BBEE Certificate or Sworn Affidavit or CIPC B-BBEE Certificate as per DTIC guidelines
 - Certified copy of ID Documents of the Owners which are 51% or more owned by black women, youth and disabled people
 - Doctor's note confirming the disability and/or Employment Equity Act 1(EEA1) form
- T2.2-36 Supplier Declaration Form
- T2.2-37 Foreign Exchange Requirements



C1.1 Form of Offer & Acceptance

C1.2 Contract Data

C1.3 Form of Guarantee

C2.1 Pricing Instructions

C2.2 BOQ

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		



T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Compulsory Tender Clarification Meeting

This is to certify that:

.....
(Company Name)

Represented by:
(Name and Surname)

Was represented at the compulsory tender clarification meeting:

Meeting Held at:	EMD Building, Corner Dr. Zahn & Nuffield Road, West bank, East London on the 27 February 2024, at 11h00am [11 O'clock in the morning] for a period of ± 2 (two) hours.	
On (date)	27 February 2024	Starting time: 11h00am [11 O'clock in the morning]

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 valid 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 valid CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **8CE or higher** class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

- 2.1. every member of the joint venture is registered with the CIDB;
- 2.2. 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
- 2.3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **8CE or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.
- 2.4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
- 2.5. 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.

Signed Date

Name Position

Tenderer



TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

T2.2-03: TECHNICAL PRE-QUALIFICATION FOR THE KEY PERSONNEL THAT WOULD BE RESPONSIBLE OF THE EXECUTION OF THIS PROJECT.

No	Evaluation Criteria	Proof of registration with registration number (MUST be submitted)
1.	Construction Manager – must be registered in the category Pr.CM with the South African Council for the Project and Construction Management Professions((SACPCMP)	
2.	Safety Officer - must be registered with South African Council for the Project and Construction Management Professions (SACPCMP)	

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



T2.2-04: Evaluation Schedule – Qualification & CV's of Key Personnel

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

1. A comprehensive and detailed **organogram** that shows the structure and composition of their management structure involved in the *works*, inclusive of the key staff/professionals, identified in the Contract Data Part two.
2. Detailed CV's providing the following:
 - a) The roles and responsibilities for the *works* of each resource should be clearly stated.
 - b) Detailed experience in this specific construction activity and positions held, such as recent assignments inclusive of total duration that has a bearing on the scope of work.
 - c) The education, training (*inter alia* NEC3) and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the *works*. Qualifications (degrees, diplomas, grades) and membership of professional societies and relevant professional registrations to be attached.
3. Site management resources should include at least, amongst others:

a) Project Manager

- Project Manager must have 7 years of experience in the Civil/Building Construction Projects. The Project/Contracts Manager must have experience working with the NEC 3 Engineering and Construction Contract.

b) Construction Manager

- Construction Manager should at least have a BSc/B-Tech in Built Environment, Professional registration with South African Council for the Project and Construction Management Professions (SACPCMP) and 10 years of experience in the marine structures and marine civil works unless the incumbent can demonstrate that he/she has developed the necessary competencies. Experience working with the NEC3 Engineering and Construction Contract Option chosen for this contract is necessary.

c) Project Planner

- Project Planner should at least have a qualification in the Built Environment or Engineering field, and 5 years' experience in project planning and scheduling in one of the built environment disciplines. In addition, experience working with the NEC3 Engineering and Construction Contract Option chosen for this contract, is a requirement.

-



d) Civil Engineer

- Civil Engineer should at least have a BSc/B-Tech/BEng/NDip in Civil Engineering, and 5 years' experience in Civil Engineering projects, preferably the construction of marine structures and marine civil works.

e) Construction Supervisor / Foreman

- The foreman should have at least 10 years of experience in piling, Civil Engineering projects, preferably the construction of marine structures and marine civil works. NQF level 5 or higher in-Built Environment and Employment Letter/ Letter of Intent has been submitted.
- Unless the incumbent can demonstrate that he/she has developed the necessary competencies.

f) Document Controller

- Document controller should have 5 years of experience working in marine/civil construction and experience working with the NEC3 Engineering and Construction Contract.



The following table is to be populated by the tenderer identifying the resources for the key roles for the *works*. Attached submissions to this returnable.

Key Person Role	Name of Resource
1. Project Manager	
2. Construction Manager	
3. Engineer	
4. Site Foreman	
5. Project Planner	
6. Document Controller	

**The scoring of key persons will be as follows:
 The scoring of the Project Organogram, Management & CV's will be as follows:**

Weight 20	Organogram	Project Manager	Construction Manager	Civil Engineer	Construction Planner	Construction Supervisor / Foreman	Document Controller
Points	2	4	5	4	1	3	1
(score 0)	Tenderer has submitted no information or inadequate information to determine a score.						
(score 20)	The Organizational Structure provided does not address the project requirements and/or there is overlapping/misallocation of tasks and responsibilities	1 to 4 years of working experience on similar projects on a CV, A relevant qualification (in Construction Management, Project Management or Civil Engineering) of NQF level 6, An Employment Letter/ Letter of Intent has been submitted.	1 to 5 years of working experience on marine structures and marine civil works, BSC or B-Tech in Built Environment and Employment Letter/ Letter of Intent has been submitted.	1 to 2 years of working experience in Civil Engineering projects, preferably the construction of marine structures and marine civil works. Engineer should at least have a BSc/B-Tech/BEng/NDip in Civil Engineering.	Less than 4 years of working experience on similar projects on a CV, A relevant qualification (Project/ Construction Management) of NQF level 6. Employment Letter/Letter of Intent has been submitted. Proof/certification of Microsoft Projects or Primavera P6 training has been submitted.	1 to 5 years of working experience on marine structures and marine civil works Employment Letter/ Letter of Intent has been submitted.	1 to 2 years of experience working in marine/civil construction and experience working with the NEC3 Engineering and Construction Contract.
(score 40)	The Organizational	5 years but less than 7 years of	6 to 9 years of	3 to 4 years of	4 years of working experience on similar	6 to 9 years of working	3 to 4 years of experience



TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: RFP FOR PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON
 FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

<p>Structure does not address important areas of the project, and/or there is no clarity in the allocation of tasks and responsibilities</p>	<p>working experience on similar projects on CV, A relevant qualification of NQF level 6 (in Construction Management, Project Management or Civil Engineering). An Employment Letter/ Letter of Intent has been submitted.</p>	<p>working experience on marine structures and marine civil works, BSC or B-Tech in Built Environment and Employment Letter/ Letter of Intent has been submitted.</p>	<p>working experience in Civil Engineering projects, preferably the construction of marine structures and marine civil works. Civil Engineer should at least have a BSc/B-Tech/BEng/NDip in Civil Engineering.</p>	<p>projects on a CV, A relevant qualification (Project/ Construction Management) of NQF level 6. Employment Letter/ Letter of Intent has been submitted. Proof/certification of Microsoft Projects or Primavera P6 training has been submitted.</p>	<p>experience on marine structures and civil works, NQF level 4 certificate in the Built Environment and Employment Letter/ Letter of Intent has been submitted.</p>	<p>working marine/civil construction and experience with the NEC3 Engineering and Construction Contract.</p>
<p>(score 60)</p> <p>The Organizational Structure indicates the technical level and composition of key personnel</p>	<p>7 years of working experience on similar projects on a CV, A relevant qualification of NQF level 6 (in Construction Management, Project Management or Civil Engineering).</p>	<p>10 years of working experience on marine structures and marine civil works, BSC or B-Tech in Built Environment, valid Professional Registration with SACPCMP (Pr. CM) and Employment</p>	<p>5 years of working experience in Civil Engineering projects, preferably the construction of marine structures and marine civil works. Civil Engineer should at least have a BSc/B-Tech/BEng/NDip in Civil Engineering.</p>	<p>5 years of working experience on similar projects on a CV, A relevant qualification (Project/ Construction Management) of NQF level 6. Employment Letter/ Letter of Intent has been submitted.</p>	<p>10 years of working experience on marine structures and civil works, NQF level 5 or higher in the Built Environment and Employment Letter/ Letter of Intent has been submitted.</p>	<p>5 years of experience working in marine/civil construction and experience with the NEC3 Engineering and Construction Contract.</p>



TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: RFP FOR PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON
 FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

<p>(score 80)</p> <p>The Organizational Structure indicates that personnel are balanced as they show good coordination, complimentary skills, and clear and defined duties and responsibilities</p>	<p>An Employment Letter/ Letter of Intent has been submitted.</p> <p>8 to 10 years of working experience on similar projects on a CV,</p> <p>A relevant qualification of NQF level 7 (in Construction Management, Project Management or Civil Engineering).</p>	<p>Letter/ Letter of Intent has been submitted.</p> <p>11 to 12 years of working experience on marine structures and marine civil works, BSC or B-Tech in Built Environment, valid Professional Registration with SACPCMP (Pr. CM) and Employment letter/ Letter of Intent has been submitted.</p>	<p>Tech/BEng/NDip in Civil Engineering.</p> <p>6 to 9 years of working experience in Civil Engineering projects, preferably the construction of marine structures and marine civil works, Civil Engineer should at least have a BSc/B-Tech/BEng/NDip in Civil Engineering.</p>	<p>Proof/certification of Microsoft Projects or Primavera P6 training has been submitted.</p> <p>6 to 9 years of working experience on similar projects on a CV,</p> <p>A relevant qualification (Project/ Construction Management) of NQF level 7,</p> <p>An Employment Letter/Letter of Intent has been submitted.</p> <p>Proof/certification of Microsoft Projects or Primavera P6 training has been submitted.</p>	<p>11 to 15 years of working experience on marine structures and marine civil works, NQF level 7 in Built Environment and Employment Letter/ Letter of Intent has been submitted.</p> <p>16 or more years of working experience on marine structures and marine civil</p> <p>6 to 9 years of experience working in marine/civil construction and experience with the NEC3 Engineering and Construction Contract.</p> <p>10 or more years and above of working experience on similar projects on a CV,</p> <p>10 or more years of working experience in Civil Engineering projects, preferably</p> <p>10 or more years of experience working in marine/civil construction</p>
<p>(score 100)</p> <p>The Organizational Structure indicates that the proposed team is well integrated</p>	<p>11 years or more of working experience on similar projects on a CV,</p>	<p>13 or more years of working experience on marine structures and marine civil</p>	<p>10 or more years of working experience in Civil Engineering projects, preferably</p>	<p>10 or more years and above of working experience on similar projects on a CV,</p>	<p>10 or more years of experience working in marine/civil construction</p>



TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: RFP FOR PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON
 FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

	and includes proposed additional resources that will be used to address project requirements	A relevant qualification of NQF level 8 or more (in Construction Management, Project Management or Civil Engineering), An Employment Letter/ Letter of Intent has been submitted.	works, BSC or Tech in Environment, Professional Registration with SACPCMP (Pr. CM) and Employment Letter/ Letter of Intent has been submitted.	the construction of marine and marine works, Engineer should at least have a BSc/B-Tech/BEng/NDip in Civil Engineering.	A relevant qualification (Project/ Construction Management) of NQF level 7 or more, An Employment Letter/ Letter of Intent has been submitted. Proof/certification of Microsoft Projects or Primavera P6 training has been submitted.	works, NQF level 7 or higher in the Environment and Employment Letter/ Letter of Intent has been submitted.	and experience with the NEC3 Engineering and Construction Contract.
--	--	--	--	---	---	---	---

TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

T2.2-05: Evaluation Schedule: Company* Previous Experience

Evaluation Schedule: Previous Experience

Note to tenderers:

Tenderers are required to demonstrate performance in comparable projects of this size and nature by supplying the following:

- A list of past / current comparable projects.

Construction of works as detailed in the Works Information with reference to:

1. Excavation above and below water level – *mobilization* of marine construction equipment, dredging to profile, spoiling, environmental impact control.
2. Scour protection – placement of underwater geotextile, placing of underwater rock to profile and survey.
3. Piling in a marine environment – Pile set up, pile driving (rock socketing piling experience preferred), reinforcing, and concreting of piles, pile welding, pile quality and tolerance control iv.
4. Concrete works in a marine environment – casting and placement of large precast concrete elements, in-situ concrete placement, stitching concrete, boxing of ducts and manholes, quay furniture
5. Construction with structural timber.

NB: The document must contain the following heading or topics or subheadings: Client name and contact details, project description, duration, and contract value). That would mean an appointment letter must be accompanied by completion certificate or letter from the Client/Consultant that is duly authorized or signed by the delegated employee of that company.

Index of documentation attached to this schedule:

No:	Document Name
1	
2	

TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0004/44109/RFP
 DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON.

Previous Experience:

Score	Previous Experience
Score 0	The Tenderer failed to address the question / issue. Has not submitted the required information.
Score 20	The Tenderer's previous experience presented has no relevance to the scope of this project and did not address any of the required categories. Tenderers generally have experience in one (1) project relating to the scope of works. The tenderer has limited or has provided limited evidence of previous experience.
Score 40	The Tenderer's previous experience presented has some relevance to the project but lacks detail i.e. Description of previous projects, value and references. Tenderers generally have experience in two (2) or three (3) projects relating to scope of works. The tenderer lacks convincing evidence of knowledge of previous experience, specific to the works.
Score 60	The Tenderer's previous experience presented demonstrates sufficient knowledge and experience to successfully execute this project scope. Tenderers generally have experience in four (4) projects relating to the scope of works. The tenderer has reasonable and relevant previous experience to the requirements of the works.
Score 80	The Tenderer's previous experience presented demonstrates a real understanding and substantial evidence of the ability meet the stated project requirements. Tenderers generally have experience in five (5) projects relating to the scope of works. The tenderer has extensive previous experience in relation to the works.
Score 100	The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all the categories as required. Tenderers generally have experience in six (6) or more projects relating to the scope of works. The tenderer has comprehensive previous experience in projects of a similar nature.

*** Note: In the event the bidder augments or supplements his or her experience by another company's experience (to meet one or more set criteria), a signed Partnership/Joint Venture/Consortium agreement must be attached. The bidder MUST package that proof of experience accordingly for purpose of evaluation. The experience of sub-contractors can be considered as part of the total experience. The Main contractor must, however, complete the details of the proposed sub-contractors on form T2.2.16 for their experience to be considered.**

TRANSNET CONFIDENTIAL INFORMATION



T2.2-06: Evaluation Schedule – Method Statement

Evaluation Schedule: Method Statement

Note to tenderers:

Method statement - The tenderers must sufficiently demonstrate the approach/methodology that will be employed to cover the scope of the project.

Submit an approach paper which responds to the scope of work and outlines proposed approach / methodology including that relating, but not limited to, programme, method statement, technical approach, and an understanding of the project objective. 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 will be managed. The Tenderer must highlight the issues of importance and explain the technical approach they would adopt to address them.

The Approach Paper should cover:

- Outline of proposed approach
- Narrative related to the programme, as contained under T2.2-07.
- Detailed method statement, technical approach, and construction sequencing in terms of the Works Information (design philosophy).
- Demonstrate an understanding of the project objectives.
- Detailed list of equipment and number thereof to execute the works, and areas it will be utilized. The Tenderer must attach his / her approach paper to this page.

The approach paper shall include as a minimum but not limited to the following 5 elements (the Contractor must refer to the Works Information for a full description of the scope of the works):

1. Demolition, excavation, profiling
 - a. The Tenderer shall review the geotechnical data contained in the Site Information and shall demonstrate the capability of the proposed excavation equipment to excavate the type of materials expected.
 - b. The tenderer shall provide a method statement for the demolition and removal of timber piles and existing services.
 - c. Details of proposed excavation/demolition equipment and methodology for related activities.
 - d. Identification and details of major items of equipment to be used for the excavation/demolition and disposal (type of dredger, basic dimensions and specifications, booster pump stations, hopper barge capacity, power characteristics, length of delivery pipe etc.), including details of methods of propulsion for all floating Equipment.
 - e. The sea state conditions under which the Equipment may operate safely for survival conditions and operational conditions.
 - f. Schedule for mobilisation and demobilisation of excavation equipment considering potential stop/start of excavation activities.
 - g. Details of proposed multi-beam survey equipment to be used.
 - h. Method to minimize turbulence and silt plumes in the basin during excavation and profiling operations.



2. Scour Protection

- a. Details of proposed equipment for both filter fabric and rock placement.
- b. Proposed rock quarry source and transport plan to deliver and stockpile (if applicable) on site.
- c. The sea state conditions under which the equipment for placing scour protection may operate safely for survival conditions and operational conditions.
- d. Methodology for placement of filter fabric.
- e. Methodology for placing scour protection, including transport of rock from stockpile to placement as well as levelling of the scour protection as per the design drawings.
- f. The planned production rates, expressed in terms of the in-situ bulk volume (m³) of rock placed per day, per hour and cumulative, allowing for mechanical and weather-related downtime.
- g. Details of the proposed survey methods and equipment to be used.

3. Piling

- a. Details of proposed piling equipment, guide frames, leaders, pile driving and drilling equipment etc. for steel tubular piles and reinforced concrete filled shafts as required to ensure that the piles are installed to the required tolerances.
- b. Details of how the tenderer will achieve the required penetration into bedrock, including equipment and measurement method.
- c. Full methodology for driving steel tubular piles and placing concrete as well as method of fixing reinforcement. The Tenderer shall review the geotechnical data contained in the Site Information and shall demonstrate the capability of the proposed piling equipment to achieve the required design depths without refusal and without damaging the pile casing.
- d. Schedule of works including sequence of pile driving and concreting.
- e. Details of the method of fabricating steel piles to the required lengths for installation, including proposed welding procedures.
- f. Methodology for storage, handling and transporting of the piles.
- g. Details of the method of advancing a pile in the event of unexpected resistance to driving.
- h. Proposals of the use of any reinforcing to the pile toe and/or head which together with any other measures will ensure that a pile achieves the minimum penetration.
- i. Details how the Contractor will maintain a high level of driving accuracy using the required means including pile stabilisation guide frames, etc.

4. Concrete works

- a. Details of the method of fabricating precast members to the required dimensions for installation, including proposed curing procedures.
- b. Methodology for storage, handling and transporting of the precast members.
- c. Sequencing of beam construction considering access constraints and scheduling of excavation/reclamation, vibro-compaction, earthworks, etc.
- d. Methodology of land surveying work to ensure anchor beam is built within required tolerances.



TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

- e. Methodology for casting, placing, and securing of pile caps, precast beams, precast dog-bone beams, and deck infills including boxing out of ducts, casting in of holding down bolts etc.
 - f. Methodology for installation of fenders and bollards.
 - g. Methodology of land surveying work to ensure jetty deck is built within required tolerances.
5. Timber cladding and quay furniture.
- a. Methodology for installation of the timber deck and support structure.
 - b. Methodology for installation of ladders, fenders, bollards and light poles.
 - c. Methodology for constructing pavement layer works and surfacing behind anchor beam.
 - d. Methodology of land surveying work to ensure quay furniture is installed within the required tolerances.

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

The table below will be used as guidelines for scoring / evaluating the method statement submitted by the Tenderer:

Total Points 20	Demolition, excavation, and profiling	Scour Protection	Piling	Concrete Works	Timber cladding and quay furniture
Score 0	The tenderer has submitted no information or inadequate information to determine a score specific to the above listed project elements.				
Score 20	The Tenderer's method statement submitted addresses one (1) or two (2) listed elements of the scope of work.				
Score 40	The Tenderer's method statement submitted addresses three (3) or four (4) listed elements of the scope of work.				
Score 60	The Tenderer's method statement submitted addresses all five (5) of the required listed elements of the scope of work.				
Score 80	The Tenderer's method statement submitted addresses all (5) listed elements of the scope of work. The methodology is flexible to accommodate changes that may occur during execution. The methodology/approach to manage activities is specifically tailored to the critical characteristics of the project.				
Score 100	The Tenderer's method statement submitted addresses all (5) listed elements of the scope of work. The important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The methodology approach details ways to improve the project outcomes and the quality of the outputs.				



T.2.2-07: Programme: Evaluation Schedule

Note to tenderers:

Programme

The Tenderer must provide a programme which provides the detail that would indicate the order and timing of activities to carry out the works in terms of the Employer's requirements and within the stipulated timeframes. The Tenderer must provide the proposed programme complying with, but not limited to, the minimum format requirements, as follows:

- 1) A level 3 schedule aligned to the works information.
- 2) Programme software: Primavera P6 or MS Project (pdf copy is acceptable) detailed programme as per the works information.
- 3) Project Timeline: The Tenderer to demonstrate capability to meet the required timeframe of 24 months, aligning with the Scope of Works.
- 4) Key Milestones: The Tenderer to clearly indicate the key milestones for all activities e.g., Project start date, Site Access date, Completion date, material delivery date, employer documents review & approval date.
- 5) Columns Required: The columns that should reflect per activity the date requirements include the Start date, Finish date, Duration, Float (Tenderer must indicate where exactly their project float resides), Predecessors, Successors and Calendar.
- 6) Critical Path: Clearly show the sequencing of all deliverables/activities. All activities should be linked with no open-end activities, critical path method to be used, and critical path clearly visible.
- 7) Project Activities: The Tenderer to list all activities involved to complete the works, including but not limited to SHERQ submissions, Time Risk Allowance for Employer's review and approval activities, Time risk allowance (TRA) for e.g. allowance for inclement weather conditions, Engineering activities, construction and project close out activities.
- 8) Basis of Schedule: Schedule Narrative that explains schedule development, resources utilized / loaded (personnel, Plant and Equipment) in the schedule to determine the production rates, schedule risks, project calendar, project exclusions, assumptions.

The Programme to indicate the following as a minimum:

Activity No	Activity name	Duration	Start date	Finish date	Predecessor	Successor	Float	Calendar
-------------	---------------	----------	------------	-------------	-------------	-----------	-------	----------



TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

The scoring of the Programme requirements will be as follows:

TOTAL (10)	Programme Software	Minimum Program Level	Project Timeframe	Key Milestones	Basis of schedule	Columns Required	Critical Path	Project Activities
SUB-TOTAL	(1)	(1)	(2)	(1)	(1)	(1)	(2)	(1)
0	No Response/Information submitted cannot be scored (Information not submitted in Primavera P6 or MS Projects).	No Response/Information submitted cannot be scored/Programme is at Level 2 or less.	No Response/Information submitted cannot be scored.	The tenderer has omitted all requirements.	No Response/Information submitted cannot be scored.	The tenderer has omitted all requirements.	The tenderer has not indicated the critical path.	No Response/Information submitted cannot be scored.
20			The programme exceeds the completion duration by fifteen (15) days or more.	The tenderer has omitted four (4) requirements.	The tenderer's submission does not address the critical requirements.	The tenderer has omitted four (4) requirements.	Critical Path has poor sequencing of deliverables/activities	The tenderer has omitted four (4) requirements.
40			The programme exceeds the completion duration by ten (10) - fourteen (14) days.	The tenderer has omitted three (3) requirements.		The tenderer has omitted three (3) requirements.	Critical Path shows inadequate sequencing of deliverables/activities	The tenderer has omitted three (3) requirements.
60			The programme exceeds the completion duration by five (5) - nine (9) days.	The tenderer has omitted two (2) requirements.		The tenderer has omitted two (2) requirements	Critical Path shows the sequencing of all deliverables/activities and linked with open-End activities	The tenderer has omitted two (2) requirements.
Score								



TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

TOTAL (10)	Programme Software	Minimum Program Level	Project Timeframe	Key Milestones	Basis of schedule	Columns Required	Critical Path	Project Activities
80			The programme is in line with the completion duration of the project.	The tenderer has omitted one (1) requirement.		The tenderer has omitted one (1) requirement	Critical Path clearly shows the sequencing of all deliverables/activities and linked with no open end activities	The tenderer has omitted one (1) requirement.
100	The programme is in Primavera P6 or MS Project.	The Programme is at Level 3 or more.	Besides meeting the "80" rating, the tenderer has exceeded the expectations by showing an earlier project completion date.	The tenderer has addressed all milestones requirements correctly.	The tenderer has addressed all the column requirements.	The tenderer has addressed all the column requirements.	Critical Path demonstrates sufficient details depicting delivery of the project within a period of project.	The tenderer has indicated all activities.



T2.2-08: Evaluation Schedule: Health and Safety Requirements

Evaluation Schedule: Health and Safety Requirements

Submit the following documents as a minimum with your tender:

- 1.** Valid ISO 45001 Certificate with the following documents
 - Project Health and Safety Plan
 - Health and Safety Policy
 - Emergency Procedure
 - Incident Management Procedure
 - Letter of Good Standing

- 2.** Provide an overview of the tenderers risk assessment methodology and submit a Baseline Risk Assessment indicating major activities of the project with reference to:
 - Site establishment
 - Working from a barge
 - Piling works
 - Concrete works
 - Deck work
 - Electrical work

- 3.** Submit CV, qualifications and valid proof of registration with SACPCMP for:
 - Health and Safety Manager
Minimum of a B-Tech (NQF 7) in Safety Management/Environmental Health or equivalent
with at least 9 years construction health and safety experience relevant to the scope of work.

- 4.** Evidence that the Principal Contractor have made adequate provisions for the cost of Health & Safety "Activity Schedule": CR 3(5) (b)(iii) read with CR 5(1)(g)

Attached submissions to this schedule:

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

<p>Points (10)</p>	<p>3</p> <p>Valid ISO 45001 certificate with the following:</p> <ul style="list-style-type: none"> • Project Health and Safety Plan • Health and Safety Policy • Emergency Procedure • Incident Management Procedure • Letter of Good Standing 	<p>2</p> <p>Provide an overview of the tenderers risk assessment methodology and submit a Baseline Risk Assessment indicating major activities of the project with reference to:</p> <ul style="list-style-type: none"> • Site establishment • Working from a barge • Piling works • Concrete works • Deck work • Electrical work 	<p>4</p> <p>Submit CV, qualifications and valid proof of registration with SACPCMP for: Health and Safety Manager</p> <ul style="list-style-type: none"> • Minimum B-Tech (NQF 7) in Safety Management/Environmental Health or equivalent with at least 9 years construction health and safety experience relevant to the scope of work. 	<p>1</p> <p>Evidence that the Principal Contractor have made adequate provisions for the cost of Health & Safety "Activity Schedule": CR 3(5) (b)(iii) read with CR 5(1)(g)</p>
<p>Score 0</p>	<p>The Tenderer has submitted no information or inadequate information to determine a score</p>			
<p>Score 20</p>	<p>Valid ISO Certificate with 1 of the 5 documents submitted.</p>	<p>Risk assessment methodology is provided.</p>	<p>CV, qualifications and valid proof of registration with SACPCMP submitted for Health and Safety Manager.</p>	<p>Health and safety Budget submitted is totally insignificant / inadequate to achieve the</p>



DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

		<p>Baseline Risk Assessment submitted with One (1) activity listed.</p>	<p>Health and Safety Manager has no formal qualification (listed in criteria) with <5 years' construction health and safety experience relevant to the scope of work.</p>	<p>required standard of service, 0% - 1% of the tender value.</p>
<p>Score 40</p>	<p>Valid ISO Certificate with 2 of the 5 documents submitted.</p>	<p>Risk assessment methodology is provided. Baseline Risk Assessment submitted with Two (2) activities listed.</p>	<p>CV, qualifications, and valid proof of registration with SACPCMP submitted for Health and Safety Manager. Health and Safety Manager has a National Diploma in Safety Management/Environmental Health or equivalent with 5 but < 8 years' construction health and safety experience relevant to the scope of work.</p>	<p>Health and safety Budget submitted is insignificant / inadequate / answer / solution to the returnable, Employer's health and safety requirements will not be met, between 1.1% and 2% of the tender value.</p>
<p>Score 60</p>	<p>Valid ISO Certificate with 3 of the 5 documents submitted.</p>	<p>Risk assessment methodology is provided. Baseline Risk Assessment submitted with Three (3) activities listed.</p>	<p>CV, qualifications, and valid proof of registration with SACPCMP submitted for Health and Safety Manager.</p>	<p>Health and safety Budget submitted is Satisfactory response / answer / solution to the returnable, Employer's health and safety requirements</p>

			Health and Safety Manager has a BTECH degree in Safety Management/Environmental Health or equivalent with 8 but < 11 years' construction health and safety experience relevant to the scope of work.	will be met, from 2.1% to 3% of the tender value.
Score 80	Valid ISO Certificate with 4 of the 5 documents submitted.	Risk assessment methodology is provided. Baseline Risk Assessment submitted with Four (4) to Five (5) activities listed.	CV, qualifications, and valid proof of registration with SACPCMP submitted for Health and Safety Manager. Health and Safety Manager has a BTECH degree in Safety Management/Environmental Health or equivalent with 11 but < 13 years' construction health and safety experience relevant to the scope of work.	Health and safety Budget submitted is good response / answer /solution to the returnable, Employer's health and safety requirements will be met, between 3.1% to 4% of the tender value.
Score 100	Valid ISO Certificate with all 5 documents submitted.	Risk assessment methodology is provided. Baseline Risk Assessment submitted with all Six (6) activities listed.	CV, qualifications, and valid proof of registration with SACPCMP submitted for Health and Safety Manager.	Health and safety Budget submitted is very good response / answer / solution to the returnable, Employer's

TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.



DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

			<p>Health and Safety Manager has a BTECH degree in Safety Management/Environmental Health or equivalent with > 13 years' construction health and safety experience relevant to the scope of work.</p>	<p>health and safety requirements will be met, above 4% of the tender value.</p>
--	--	--	--	---



TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT
 OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-
 FOUR(24)MONTHS.

T2.2-08A: Health and Safety Questionnaire

1. SAFE WORK PERFORMANCE			
1A. Injury Experience / Historical Performance - Alberta			
Use the previous three years injury and illness records to complete the following:			
Year			
Number of medical treatment cases			
Number of restricted work day cases			
Number of lost time injury cases			
Number of fatal injuries			
Total recordable frequency			
Lost time injury frequency			
Number of worker manhours			
Action taken to prevent re-occurrence			
1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician		
2 – Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties		
3 – Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day		
4 – Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours		
5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours		
1B. Workers' Compensation Experience			
Use the previous three years injury and illness records to complete the following (if applicable):			
Industry Code:		Industry Classification:	
Year			
Industry Rate			
Contractor Rate			
% Discount or Surcharge			
Is your Workers' Compensation account in good standing? (Please provide valid copy)	<input type="checkbox"/> Yes <input type="checkbox"/> No	(0.5)	
2. CITATIONS			
2A.	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:		



TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT
 OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-
 FOUR(24)MONTHS.

2B.	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:
-----	---

3. CERTIFICATE OF RECOGNITION

Does your company have a Certificate of Recognition?
 Yes No If Yes, what is the Certificate No. _____ Issue Date _____

4. SAFETY PROGRAM (0.5)

Do you have a written health and safety plan? Yes No
 If Yes, provide a copy for review

Health and Safety plan should contain the following elements:

	YES	NO		YES	NO
HEALTH & SAFETY POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EXCAVATIONS	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT MANAGEMENT, REPORTING & INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	EMERGENCY PREPAREDNESS & RESPONSE	<input type="checkbox"/>	<input type="checkbox"/>
RECORDKEEPING & STATISTICS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD IDENTIFICATION & RISK ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
REFERENCE TO LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	MEASURING & MONITORING	<input type="checkbox"/>	<input type="checkbox"/>
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
PROGRESSIVE DISCIPLINE POLICY	<input type="checkbox"/>	<input type="checkbox"/>	WORKPLACE INSPECTIONS	<input type="checkbox"/>	<input type="checkbox"/>
ROLES & RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	PERMIT TO WORK	<input type="checkbox"/>	<input type="checkbox"/>
PPE STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMPETENCE, TRAINING & AWARENESS	<input type="checkbox"/>	<input type="checkbox"/>
ALCOHOL, DRUGS & OTHER	<input type="checkbox"/>	<input type="checkbox"/>	COMMUNICATION, PARTICIPATION & CONSULTATION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>
WORKING AT HEIGHTS	<input type="checkbox"/>	<input type="checkbox"/>			

5. TRAINING PROGRAM

5A. Do you have an orientation program (inductions) for new hire employees? Yes No
 If Yes, include a course outline. Does it include any of the following:

	YES	NO		YES	NO
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	CONFINED SPACE ENTRY	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	TRENCHING & EXCAVATION	<input type="checkbox"/>	<input type="checkbox"/>
INJURY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	SIGNS & BARRICADES	<input type="checkbox"/>	<input type="checkbox"/>
LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	DANGEROUS HOLES & OPENINGS	<input type="checkbox"/>	<input type="checkbox"/>
RIGHT TO REFUSE WORK	<input type="checkbox"/>	<input type="checkbox"/>	RIGGING & CRANES	<input type="checkbox"/>	<input type="checkbox"/>
PERSONAL PROTECTIVE EQUIPMENT	<input type="checkbox"/>	<input type="checkbox"/>	MOBILE VEHICLES	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	PREVENTATIVE MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>



TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT
 OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-
 FOUR(24)MONTHS.

PROJECT SAFETY COMMITTEE	<input type="checkbox"/>	<input type="checkbox"/>	HAND & POWER TOOLS	<input type="checkbox"/>	<input type="checkbox"/>
HOUSEKEEPING	<input type="checkbox"/>	<input type="checkbox"/>	FIRE PREVENTION & PROTECTION	<input type="checkbox"/>	<input type="checkbox"/>
LADDERS & SCAFFOLDS	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRICAL SAFETY	<input type="checkbox"/>	<input type="checkbox"/>
FALL ARREST STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMPRESSED GAS CYLINDERS	<input type="checkbox"/>	<input type="checkbox"/>
AERIAL WORK PLATFORMS	<input type="checkbox"/>	<input type="checkbox"/>	WEATHER EXTREMES	<input type="checkbox"/>	<input type="checkbox"/>

5B. Do you have a program for training newly hired or promoted supervisors? Yes No
 (If Yes, submit an outline for evaluation. Does it include instruction on the following:

	Yes	No		Yes	No
EMPLOYER RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY COMMUNICATION	<input type="checkbox"/>	<input type="checkbox"/>
EMPLOYEE RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	FIRST AID/MEDICAL PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
DUE DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	NEW WORKER TRAINING	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY LEADERSHIP	<input type="checkbox"/>	<input type="checkbox"/>	ENVIRONMENTAL REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>
WORK REFUSALS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
INSPECTION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>	PRE-JOB SAFETY INSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	DRUG & ALCOHOL POLICY	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	PROGRESSIVE DISCIPLINARY POLICY	<input type="checkbox"/>	<input type="checkbox"/>
SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFICATION REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>

6. SAFETY ACTIVITIES

Do you conduct safety inspections? Yes No Weekly Monthly Quarterly

Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution).

Who follows up on inspection action items? _____

Do you hold site safety meetings for field employees? If Yes, how often?
 Yes No Daily Weekly Biweekly

Do you hold site meetings where safety is addressed with management and field supervisors?
 Yes No Weekly Biweekly Monthly

Is pre-job safety instruction provided before to each new task? Yes No

Is the process documented? Yes No

Who leads the discussion? _____

Do you have a hazard assessment process? Yes No

- Are hazard assessments documented? If yes, how are hazard assessments communicated and implemented on each project? Who is responsible for leading the hazard assessment process?

Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?



TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT
 OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-
 FOUR(24)MONTHS.

Yes No

How does your company measure its H&S success?

- Attach separate sheet to explain

7. SAFETY STEWARDSHIP

7A Are incident reports and report summaries sent to the following and how often?

	Yes	No	Monthly	Quarterly	Annually
Project/Site Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Director/Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
/Chief Executive Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7B How are incident records and summaries kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Incidents totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Incidents totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7C How are the costs of individual incidents kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Costs totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Costs totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman/general foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7D Does your company track non-injury incidents?

	Yes	No	Monthly	Quarterly	Annually
Near Miss	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8 PERSONNEL

(1)

List health and safety officer planned for this project. Attach CV highlighting experience with copies of qualifications, trainings, valid proof of registration with SACPCMP

Name	Position/Title	SACPCMP registration number

9 REFERENCES

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

Name and Company	Address	Phone Number



TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT
 OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24)
 MONTHS.

T2.2-08B Health and Safety Cost Breakdown

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

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



T2.2 -09 Evaluation Schedule: Environmental Management

The Tenderer must review the following documents for context to meet the environmental requirements, namely: Transnet Governance Framework which comprises of the following:

- Transnet Contractor Environmental and Sustainable Specifications (CESS) (TRN-IMS-GRP-GDL-014.4)
- Standard Operating Procedure - Construction Environmental Management (009-TCC-CLO-SUS-11386)

Evaluation Criteria

1. The tenderer must provide evidence of how their Environmental Management Plan/System will ensure conformance to the abovementioned requirements.
 - a) Roles and Responsibilities
 - b) Legislative Requirements
 - c) Impacts and Mitigation
 - d) Incident and Non-conformance Reports
 - e) Monitoring and Continuous Improvement
2. The tenderer must provide an environmental policy signed by Top Management which, as a minimum:
 - a) Is appropriate given the purpose and context of the tenderer's business;
 - b) Includes a commitment to fulfil the tenderer's environmental compliance (legal) obligations;
 - c) Includes a commitment to the protection of the environment, including prevention of pollution;
 - d) Provides framework for setting environmental objectives; and
 - e) Includes a commitment to continual improvement of their EMS;
3. Provide an organogram depicting the roles, responsibilities within the Environmental Management discipline illustrating the environmental reporting structure. CVs for the Key People that includes qualifications and years of experience.
4. The tenderer must provide a list of projects where environmental duties of a similar nature have been executed including a brief description of such duties together with client reference contact details.



TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

By signing this Tender Schedule, the tenderer confirms that they will comply with the above requirements and in particular Transnet policy statements and environmental specifications.

Attached submissions to this schedule:

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



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

	Environmental Management Plan (EMP)	Environmental policy	Organogram - CV and Previous Experience (Qualifications)	Organogram - CV and Previous Experience (Years of Experience)	List of projects where environmental duties of a similar nature
Points (10)	2	1	3	2	2
	<p>Environmental Management Plan (State allocated)</p> <p>The tenderer must provide evidence of how their Environmental Management Plan that will ensure conformance to the abovementioned requirements</p>	<p>Environmental Policy</p> <p>The tenderer must provide an environmental policy signed by Top Management which, as a minimum:</p> <ol style="list-style-type: none"> 1. Is appropriate given the purpose and context of the tenderer's business; 2. Includes a commitment to fulfil the tenderer's 	<p>Organogram - CV and Qualifications</p> <p>Provide an organogram depicting the roles, responsibilities within the Environmental Management discipline, illustrating the environmental reporting structure. CV for the Key People that includes qualifications.</p>	<p>Organogram - CV and years of experience</p> <p>Provide an organogram depicting the roles, responsibilities within the Environmental Management discipline, illustrating the environmental reporting structure. CV for the Key People that includes years of experience.</p>	<p>List of projects where environmental duties of a similar nature</p> <p>The tenderer must provide a list of projects where environmental duties of a similar nature have been executed including a brief description of such duties together with client reference contact details</p>



	<p>1. Roles and Responsibilities</p> <p>2. Legislative Requirements</p> <p>3. Impacts and Mitigation</p> <p>4. Incident and Non-conformance Reports</p> <p>5. Monitoring and Continuous Improvement</p>	<p>environmental compliance (legal) obligations;</p> <p>3. Includes a commitment to the protection of the environment, including prevention of pollution;</p> <p>4. Provides framework for setting environmental objectives; and</p> <p>5. Includes a commitment to continual improvement of their EMS;</p>			
--	---	---	--	--	--



Score 0	The tenderer has submitted no information				
Score 20	EMP only responds to 1 -2 of the items listed above	Policy only responds to 1 - 2 of the items listed above	They are in possession of a relevant Certificate in Environmental Management	They have <11 months of relevant on the job experience	Tenderer has only completed 1 project of similar nature
Score 40	EMP only responds to 3 - 4 items listed above	Policy only responds to 3 - 4 items listed above	They are in possession of a Diploma in Environmental Management	They have >1years but ≤3 years of relevant on the job experience	Tenderer has only completed 2 projects of similar nature
Score 60	EMP indicates all items listed above	Policy responds to all items listed above;	They are in possession of a bachelor's degree in Natural Science	They have >3yrs but ≤4 years of relevant on-the-job experience.	Tenderer has only completed 3 projects of similar nature
Score 80	EMP responds to all items listed above and includes additional elements to environmental performance	Policy responds to all items listed above and includes additional commitments to environmental performance	They are in possession of a bachelor's degree with Honours Natural Science	They have >4 years but ≤8 years of relevant on-the-job experience	Tenderer has only completed 4 projects of similar nature
Score 100	EMP responds to all items listed above, includes additional commitments to	Policy responds to all items listed above, includes additional commitments to environmental performance	They are in possession of a Master's degree in Natural Science	They have >8 years relevant on-the-job experience	Tenderer has only completed more than 4 projects of similar nature



TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: RFP FOR PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON

	environmental performance and has been certified according to international practice standards	and has been certified according to international best practice standards			
--	--	---	--	--	--

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



T2.2-10: Quality Management

Evaluation Schedule - Quality Management

Functionality Criteria (10 points)

Due consideration must be given to the deliverables required to execute and complete the contract as per the: TNPA-QUAL-REQ-14.1 _General Quality Requirements for Contractors and Suppliers (**Annexure to the Scope of Works**). ISO 9001:2015 Quality Management Systems (QMS) requirements and should include:

1. **Quality Manual** that is aligned to ISO 9001:2015 QMS requirements.
2. **Project Quality Plan** shall be project specific and be aligned to the TNPA-QUAL- REQ-14.1._General Quality Requirements for Contractors and Suppliers.
3. **CV of Quality Officer** supplemented by **Qualifications** - Quality diploma / Technical diploma and ISO 9001:2015 Quality Management System training certificates (Implementation of QMS and Internal Auditing). The Quality Officer **MUST** have a minimum of 3 years' quality experience Civil Engineering construction projects.
4. **Quality Control Plans** shall be in line with the scope of works detailing the Engineering works:
 - Civil works
 - Structural works

These QCP's shall identify all inspections as detailed in the scope of works together with other tests and verifications required to demonstrate that the works comply with the scope of works, specifications, and drawings.



TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

The scoring will be as follows:

	Quality Manual aligned to ISO 9001:2015	Project Quality Plan (PQP) for the contract	Quality Officer		Quality Control Plans (QCPs) for the following activities:
			Experience	Education	
Points (10)	2	<ol style="list-style-type: none"> 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of non-conforming outputs 	2	<ol style="list-style-type: none"> 1. Quality Diploma 2. Technical Diploma 3. ISO 9001:2015 QMS Implementation 4. ISO 9001:2015 QMS Auditing 	<ol style="list-style-type: none"> 1. Civil Works 2. Structural Works QCPs template format must indicate the following areas: <ol style="list-style-type: none"> 1. Sequence of activities 2. Procedure/code specifications 3. Intervention points 4. Field inspection checklist 5. Relevant signatories
Score (0)	No Submission/ Information submitted cannot be scored				
Score (20)	Quality Manual contains 1 of	Project Quality Plan contains 1 of the 5 PQP requirements.	Below 1 year Quality Experience in Civil	Submitted qualifications not relating to Quality/Technical/ISO	Quality Control Plan contains 1 of the 5 QCP requirements.



TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

	the 5 QMS requirements.		Engineering construction projects.	9001:2015 QMS Implementation and Auditing	
Score(40)	Quality manual contains 2 of the 5 QMS requirements.	Project Quality Plan contains 2 of the 5 PQP requirements.	Up to 2 years Quality experience in Civil Engineering construction projects.	Submitted either 1 of the following: ISO 9001:2015 QMS Implementation/ ISO 9001:2015 QMS Auditing / Quality Diploma/ Technical Diploma	Quality Control Plan contains 2 of the 5 QCP requirements.
Score(60)	Quality manual contains 3 of the 5 QMS requirements.	Project Quality Plan contains 3 of the 5 PQP requirements.	3 years Quality experience in Civil Engineering construction projects.	Submitted either 2 of the following: Quality Diploma and Technical Diploma / Quality Diploma and ISO 9001: Implementation / Quality Diploma and ISO 9001: Auditing / Technical Diploma and ISO 9001: Implementation / Technical Diploma and ISO 9001: Auditing / ISO 9001: Implementation and ISO 9001: Auditing.	Quality Control Plan contains 3 of the 5 QCP requirements.
Score(80)	Quality manual contains 4 of the 5 QMS requirements.	Project Quality Plan contains 4 of the 5 PQP requirements.	4-10 years Quality experience in Civil Engineering construction projects.	Submitted either 3 of the following: ISO 9001: Implementation, ISO 9001: Auditing and Quality Diploma / ISO 9001: Implementation, ISO 9001: Auditing and Technical Diploma / Quality Diploma, Technical Diploma and ISO 9001:	Quality Control Plan contains 4 of the 5 QCP requirements.



TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

				<p>Implementation / Quality Diploma, Technical Diploma and ISO 9001: Auditing / Quality Diploma, ISO 9001: Implementation and ISO 9001: Auditing / Quality Diploma, ISO 9001: Implementation and ISO 9001: Auditing and ISO 9001: Technical Diploma / Technical Diploma, ISO 9001: Implementation and Quality Diploma / Technical Diploma, ISO 9001: Implementation and ISO 9001: Auditing / Quality Diploma, ISO 9001: Auditing and ISO 9001: Implementation / Quality Diploma, ISO 9001: Auditing and Technical Diploma / Technical Diploma, ISO 9001: Auditing and ISO 9001: Implementation / Technical Diploma, ISO 9001: Auditing and Quality Diploma</p>	
<p>Score(100)</p>	<p>Quality manual contains all 5 of the QMS requirements.</p>	<p>Project Quality Plan contains all 5 of the POP requirements.</p>	<p>More than 10 years Quality experience in Civil Engineering construction projects.</p>	<p>Submitted all 4 qualifications: Quality Diploma, Technical Diploma, ISO 9001:2015 QMS Implementation, and ISO 9001:2015 QMS Auditing.</p>	<p>Quality Control Plan contains all 5 of the QCP requirements.</p>



TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

Attached submissions to this schedule :.....

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

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____



T2.2-11: Authority to submit a Tender

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

A - COMPANY	B - PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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 _____



TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT
 OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24)
 MONTHS.

T2.2-12: 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		

NB: Attach additional pages if more space is required.

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____



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

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

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

Name of Company/Members of Joint Venture:

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

Signed Date

Name Position

Tenderer



T2.2-14: Risk Elements

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

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

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

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



T2.2-15: Availability of Equipment and Other Resources

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

Equipment Type and Availability – Description	Hourly Rate	Number of Equipment	Details of Ownership

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____



T2.2-16: Schedule of Proposed Subcontractors

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

Note to tenderers:

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

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

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

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
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>



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
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



T2.2-18: Capacity and ability to meet delivery schedule:

Note to tenderers:

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

A schedule detailing the following:

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

Index of documentation attached to this schedule:

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



T2.2-19: ANNEX G : Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number:

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

Section 8: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.



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

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

Signed		Date	
Name		Position	
Enterprise name			



SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the **90/10** preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price;
 - (b) B-BBEE Status Level of Contribution; and
 - (c) Any other specific goal determined in the Transnet preferential procurement policy
- 1.4 The maximum points for this bid are allocated as follows:

Specific Goals	Number of points (90/10 system)
B-BBEE Status Level of Contributor 1 or 2	2.00
The promotion of enterprises located in the Eastern Cape Province for work to be done or services to be rendered in that province	3.00
The promotion of supplier development through subcontracting of a minimum of 30% of the value of the contract to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people	5.00
Non-compliant and/or B-BBEE Level 3-8 contributors	0.00



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

2. DEFINITIONS

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



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

3. POINTS AWARDED FOR PRICE

3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
The promotion of enterprises located in the Eastern Cape province for work to be done or services to be rendered in that province	<ul style="list-style-type: none"> CIPC registration documents B-BBEE Certificate / Sworn Affidavit / CIPC B-BBEE Certificate as per DTIC guidelines Proof of registered address of the entity (e.g., Municipality or Eskom Letter, Levy Statement, etc)
The promotion of supplier development through subcontracting of a minimum of 30% of the value of the contract to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people	<ul style="list-style-type: none"> Sub-contracting agreement/s and declaration Subcontractors CIPC registration documents Subcontractors B-BBEE Certificate / Sworn Affidavit / CIPC B-BBEE Certificate as per DTIC guidelines. Certified copy of ID Documents of the Owners which are 51% owned by black women, youth and disabled people Doctor’s note confirming the disability and/or Employment Equity Act 1(EEA1) form



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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTIC's website at www.thedtic.gov.za/economic_empowerment/bee_codes.jsp .]
EME¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

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

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

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

4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National

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.



Treasury or the DTIC. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contribution: =(maximum of 10 points)
 (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE.

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....



8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional Service provider
- Other Service providers, e.g., transporter, etc.
- [TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses, or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered



- as a result of having to make less favourable arrangements due to such cancellation;
- (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p>



BIDDER'S DISCLOSURE

SBD 4

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

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



.....
.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the

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



drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



T2.2-20 NON-DISCLOSURE AGREEMENT

[JULY 2023]



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

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

TRANSNET SOC LTD

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

and

.....

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

.....

.....

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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



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

2. CONFIDENTIAL INFORMATION

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



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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the



provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

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

9. GENERAL

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

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

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

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

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		



T2.2-21: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below:

[Respondent to indicate if this section is not applicable]

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

ADDRESS:

Indicate nature of relationship with Transnet:

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



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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-22 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net



- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		_____



T2.2-22: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER



T2.2-23 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



TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT
OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24)
MONTHS.

T2.2-24 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



T2.2-25 : 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.



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/10/0002/44106/RFP

DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

- 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.



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 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



TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT
 OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24)
 MONTHS.

T2.2-26: Certified copy of signed joint venture agreement

(Where applicable)

Please indicate the submission: Yes No

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____



T2.2-27 Domestic prominent influential persons (DPIP) or foreign prominent public officials (FPPO)

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

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

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

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
Is the Respondent (Complete with a "Yes" or "No")						
A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO		
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						
4						



TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2023/10/0002/44106/RFP

DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

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

Signed	Date
Name	Position
Tenderer	



T2.2-28: Insurance provided by the *Contractor*:

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

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract with a minimum indemnity limit of R5 000 000/R10 000 000			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



T2.2-29: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor
(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of
tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date



T2.2-30: Forecast Rate of Invoicing

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

Index of documentation attached to this schedule:

.....

.....

.....

.....

.....

.....

.....

.....

.....



T2.2-31: Three (3) years latest 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:

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



T2.2-32 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 Tenderer 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 Tenderer is (.....insert name of Tenderer/Contractor) hereinafter tenderer and the Data subject is "Transnet". Tenderer 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 Tenderer 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 Tenderer to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Tenderer 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 Tenderer 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 tenderer 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 Tenderer 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 Tenderer 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 Tenderer 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 Tenderer 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 Tenderer'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 Tenderer 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 Tenderer 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 Tenderer 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 Tenderer 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: _____

.....

(Tenderer)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____



T2.2-33 TO 35: SPECIFIC GOALS

1. T2.2-33 : B-BBEE Status Level 1 or 2

Evaluation Schedule/s: B-BBEE Certificate or Sworn Affidavit or CIPC B-BBEE Certificate or Consolidated B-BBEE certificate in case of JV, will be accepted as per DTIC guidelines

2. T2.2-34 : For promotion of enterprises located in a specific province (Eastern Cape) for work to be done or services to be rendered in this province.

Evaluation schedule/s: CIPC registration documents
B-BBEE Certificate or Sworn Affidavit or CIPC B-BBEE Certificate as per DTIC guidelines
Proof of registered address of the entity (e.g., Municipality or Eskom Letter, Levy Statement, etc)

3. T2.2-35 : The promotion of supplier development through subcontracting of a minimum of 30% of the value of a contract to/with EMEs and/or QSEs who are 51% and more owned by black people, youth, women or disabled people:

Evaluation schedule/s: Sub-contracting agreement/s and declaration
Subcontractors CIPC registration documents
Subcontractors B-BBEE Certificate or Sworn Affidavit or CIPC B-BBEE Certificate as per DTIC guidelines.
Certified copy of ID Documents of the Owners which are 51% or more owned by black women, youth and disabled people
Doctor's note confirming the disability and/or Employment Equity Act 1(EEA1) form

Signed _____ Date _____
Name _____ Position _____
Tenderer _____



T2.2-36: JOB-CREATION SCHEDULE

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

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

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

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

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

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

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



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

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

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

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



TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT
 OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24)
 MONTHS.

Number of new semi-skilled jobs				
Number of new unskilled jobs				

Signed Date

Name Position

Tenderer



T2.2-37: Foreign Exchange Requirements

The Tenderer to provide detailed breakdown of items that will have a foreign exchange implication.

Justification and full details supporting foreign currency requirements to be appended to this Schedule.

Items & activities	Currency	Bank	Maximum payment

The *exchange rates* to be used must be the exchange rate published by South African Reserve Bank (SARB) on the **date of advertisement** of the bid.

It is expected that the percentages of foreign currency or currencies quoted are realistic and that they adequately reflect the overall foreign component of cost.

Due to the introduction of International Financial Reporting Standards IS32 and IS39, the *Employer* may not be able to accommodate a tenderer's requirements in full or at all.



Part C1:
Agreements and
Contract Data

TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT
 OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

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: *PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY FOUR(24) MONTHS.*

The tenderer, identified in the Offer signature block, has

<i>either</i>	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.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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:

TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT
OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

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).



TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT
OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date

TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT
 OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

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		

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)* _____
 Name & signature of witness _____
 Date _____

 Transnet SOC Ltd

C1.2 Contract Data

Part one - Data provided by the *Employer*.

Clause	Statement	Data
1	General The <i>conditions of contract</i> are the core clauses and the clauses for main Option	B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X2: Changes in the law X4: Parent company guarantee X5: Sectional Completion X7: Delay damages X13: Performance Bond X16: Retention X18: Limitation of liability X20: Key performance indicators Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)

TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT
 OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

Address Registered address:
Transnet Corporate Centre
138 Eloff Street
Braamfontein
Johannesburg
2000

Having elected its **Transnet National Ports Authority**
 Contractual Address for Port of East London
 the purposes of this Port Control
 contract as: 1 Ganteaume Cres
 Quigney Beach
 East London
 5201

10.1 The *Project Manager* is: **TBC**
 (Name)

Address Port of East London
 Port Control Building
 Ganteaume Cres
 Quigney
 East London

Tel 043 700 1316

10.1 The *Supervisor* is: **TBC**
 (Name)

Address 2nd Floor
 TNPA Admin Building
 Port of Ngqura
 Port Elizabeth
 6065

11.2(13) The *works* are **Refurbishment of Latimer's Landing Jetty**

11.2(14) The following matters
 will be included in the
 Risk Register

11.2(15) The *boundaries of the site* are **As stated in Part C4.1." Description of the Site and it surroundings"**

11.2(16) The Site Information is **Part C4**
 in

TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT
 OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

11.2(19)	The Works Information	Part C3
	is in	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The Contractor's main responsibilities	No additional data is required for this section of the conditions of contract.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	24 Months after commencement.
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.
31.2	The <i>starting date</i> is	15 June 2024
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	31 May 2026
4	Testing and Defects	
42.2	The <i>defects date</i> is	52 (fifty-two) weeks after Completion of the whole of the works.
43.2	The <i>defect correction period</i> is	4 weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand

TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT
 OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

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**

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

and these measurements: Millimetres from a rain gauge placed permanently on site.

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:

Port of East London

and which are available from:

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

Alternatively, the Employer does have this information on hand.

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 **No additional data for this item**

84.1	<p>The <i>Employer</i> provides these insurances from the Insurance Table</p>
1	<p>Insurance against: Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</p> <p>Cover / indemnity: to the extent as stated in the insurance policy for Contract Works / Public Liability</p> <p>The deductibles are: as stated in the insurance policy for Contract Works / Public Liability</p> <hr/>
2	<p>Insurance against: Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</p> <p>Cover / indemnity Is to the extent as stated in the insurance policy for Contract Works / Public Liability</p> <p>The deductibles are as stated in the insurance policy for Contract Works / Public Liability</p> <hr/>
3	<p>Insurance against: Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</p> <p>Cover / indemnity Is to the extent as stated in the insurance policy for Contract Works / Public Liability</p> <p>The deductibles are: As stated in the insurance policy for Contract Works / Public Liability</p> <hr/>
4	<p>Insurance against: Contract Works SASRIA insurance subject to the terms, exceptions, and conditions of the SASRIA coupon</p> <p>Cover / indemnity Cover / indemnity is to the extent provided by the SASRIA coupon</p> <p>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.</p> <hr/>

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**

TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT
OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

- 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000/R10 000 000.**
 - 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 <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
B	Priced contract with Bill of Quantities	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa)

TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT
 OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

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 **East London, South Africa**

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is **The Chairman of the Association of Arbitrators (Southern Africa)**

12 Data for secondary Option clauses

X2 Changes in the law No additional data is required for this Option

X4 Parent company guarantee No additional data is required for this Option

X5 Sectional Completion

X7 Delay damages

X7.1 Delay damages for Completion of the whole of the works are **R 8,253,43/day**

X13 Performance bond

X13.1 The amount of the performance bond is **10% of the total of the Prices**

X16 Retention

TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT
 OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

X16.1 The retention free amount is **Nil**

The retention percentage is **Retention should be 10% on all payment certificates until a maximum of 5% of the values of the contract is achieved**

X18 Limitation of liability

X18.1 The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to: **Equal to the value of the indirect or consequential loss.**

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 **5 years after Completion of the whole of the works**

Z Additional conditions of contract are:

**Z1 Obligations in respect of
Job Creation ding**

Z1.1 It will be a material term of this contract that the *Contractor* must contribute to the *Employer's* job-creation objectives as set out in Returnable Schedule T2.2-40.

Z1.2 The *Contractor's* undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.2-40 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the *Contractor* has failed in full to meet this specific material term of the contract, which may constitute a reason for termination.

Z1.3 The *Contractor* shall provide to the *Employer*, on a monthly basis or upon receiving an instruction to do so by the *Project Manager*, any documentation and/or evidence required by the *Employer*, which in the *Employer's* opinion would be necessary to verify whether the *Contractor* has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2-40 The *Contractor* shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.

Z1.4 The *Contractor* shall, in the performance of the contract, achieve the Contract Skills Development Goal (CSDG) established in the Standard.

TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT
OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

**Z2 Additional clause
relating to Performance
Bonds and/or**

Z2.1 guarantees

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

Z3 Additional clauses relating to Joint Venture

Z3.1 Insert the additional core clause 27.5

27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.

The Joint Venture agreement shall contain but not be limited to the following:

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

- iv. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;
- v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

Z3.2 Insert additional core clause 27.6

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

Z4 Additional obligations in respect of Termination

Z4.1 The following will be included under core clause 91.1:
 In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and

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

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

Z4.2 Termination Table The following will be included under core clause 90.2 Termination Table as follows:

Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"

Z4.3 Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

Z5 Right Reserved by the *Employer* to Conduct Vetting through SSA

Z5.1

The *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.**

**Z6 Additional Clause
 Relating to Collusion in
 the Construction
 Industry**

Z6.1

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

**Z7 Protection of Personal
 Information Act**

Z7.1

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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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

TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT
 OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled T2.2-03.
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
B	Priced contract with bill of quantities	
11.2(21)	The <i>bill of quantities</i> is in	
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>

B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate

TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0002/44106/RFP
 DESCRIPTION OF THE WORKS: PROVISION OF A SERVICE PROVIDER FOR THE REFURBISHMENT
 OF THE LATIMER'S LANDING JETTY AT THE PORT OF EAST LONDON FOR A PERIOD OF TWENTY-FOUR(24) MONTHS.

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





Part C2: Pricing Data



PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	5
C2.2	The <i>bill of quantities</i>	20



C2.1 Pricing instructions: Option B

1. The *conditions of contract*

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

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

Identified and defined terms	11	
	11.2	(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration. (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events. (28) The Price for Work Done to Date is the total of <ul style="list-style-type: none">• the quantity of the work which the <i>Contractor</i> 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 <i>Contractor</i> has completed. Completed work is work without Defects which would either delay or be covered by immediately following work. (31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

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



1.2. Function of the Bill of Quantities

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

1.3. Guidance before pricing and measuring.

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

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

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



2. Measurement and payment

2.1. Symbols

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

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



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

2.2. General assumptions

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

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



- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

2.3. Departures from the *method of measurement*

2.4. Amplification of or assumptions about measurement items

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



C2.2 The *bill of quantities*



<u>Item No</u>	<u>Payment Ref.</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>SECTION SUMMARY</u>				
		<u>SECTION 1: PRELIMINARIES & GENERAL</u>				
		BILL NO.1: PRELIMINARIES & GENERAL				
		<u>SECTION 2: PILING WORKS</u>				
		BILL NO 1: DEMOLITIONS				
		BILL NO 2: PILE INSTALLATION				
		<u>SECTION 3: CONCRETE WORKS</u>				
		BILL NO 1: PRE-CAST CONCRETE				
		BILL NO 2: INSITU CONCRETE				
		BILL NO 3: JETTY FURNITURE				
		<u>SECTION 4: DECK WORKS</u>				
		BILL NO 1: RUBBER FENDERS				
		BILL NO 2: TIMBER CLADDING				
		BILL NO 3: SERVICES				
		<u>SECTION 5: LAND & MARINE WORKS</u>				
		BILL NO 1: SCOUR PROTECTION				
		BILL NO 2: PAVING, EXCAVATION AND BACKFILLING				
		<u>SECTION 6: ELECTRICAL</u>				
		BILL NO 1: ELECTRICAL WORKS				
		Sub Total				
		SECTION 7: CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)				
		Minimum Contract Skills Development Goal (CSDG) sum = 0.25% (percentage factor for 8CE) x Subtotal of the tender amount	%	0.25		
		Grand Total (To be Carried to form of offer)				

<u>Item No</u>	<u>Payment Ref.</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>SECTION 1: PRELIMINARIES & GENERAL</u>				
		<u>BILL NO.1: PRELIMINARIES & GENERAL</u>				
		The Tenderer is referred to the relevant Clauses in the separate document SANS 1200 A and to the Supplementary Preambles which are incorporated in this Bill.				
		<u>Preliminaries</u>				
		The agreement applicable to this contract is the "NEC 3 Engineering and Construction Contract June 2005" (with amendments April 2013)				
	SANS 1200 A	Tenderers are referred to the Payment Clause (Clause 5) of the "NEC 3 Engineering and Construction Contract June 2005" (with amendments April 2013)				
1	8.3	<u>SCHEDULED FIXED- CHARGE ITEMS</u>				
1.1	8.3.1	Contractual requirements	Item	1		
2	8.3.2	Establishment of facilities for the site				
2.1	8.3.2.1	Facilities for the Engineer				
2.1.1	a)	Furnished Offices	Item	1		
2.1.2	b)	Telephone	Item	1		
2.1.3	c)	Nameboards	Item	1		
2.2	8.3.2.2	Facilities for Contractor				
2.2.1	a)	Offices and storage sheds	Item	1		
2.2.2	b)	Workshops	Item	1		
2.2.3	c)	Ablution and latrine facilities	Item	1		
2.2.4	d)	Tools and equipment	Item	1		
2.2.5	e)	Water, electricity and communications	Item	1		
2.2.6	f)	Access and access control	Item	1		
2.2.7	g)	Plant	Item	1		
2.3	8.3.3	Other Fixed Charged Obligations	Item	1		
2.4	8.3.4	Removal of site establishment	Item	1		
		Carried to Collection				

<u>Item No</u>	<u>Payment Ref.</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
3	8.4	<u>SCHEDULED TIME RELATED ITEMS</u>				
3.1	8.4.1	Contractual requirements	month	24		
4	8.4.2	Operation and maintenance of facilities on site for duration of the contract construction except where stated.				
4.1	8.4.2.1	Facilities for the Engineer				
4.1.1	a)	Furnished offices	month	24		
4.1.2	b)	Telephone	month	24		
4.1.3	c)	Name boards	month	24		
4.2	8.4.2.2	Facilities for the Contractor				
4.2.1	a)	Offices and storage	month	24		
4.2.2	b)	Workshops	month	24		
4.2.3	c)	Ablution and latrine facilities	month	24		
4.2.4	d)	Tools and equipment	month	24		
4.2.5	e)	Water, electricity and communications	month	24		
4.2.6	f)	Access and access control	month	24		
4.2.7	g)	Plant	month	24		
4.3	8.4.3	Supervision for the duration of construction	month	24		
4.4	8.4.4	Company and head office overheads duration of construction	month	24		
4.5	8.4.5	Other time related obligations	month	24		
4.6	8.4.6	Compliance with Health and Safety Requirements	month	24		
4.7	8.4.7	Compliance with Environmental Management Requirements	month	24		
5		Enterprise Development				
		Enterprise Development of Targeted Enterprise or JV partners as Published in Gazette Notice No.36190 of 25 February 2013				
5.1		Needs Analysis and Enterprise Development Plan per Targeted Enterprise	No	24		
5.2		Monitoring and Interim reporting per targeted enterprise	Per Quarter	8		
5.3		Project Completion report per Targeted Enterprise	No	24		
5.4		Supervisor responsible for implementation of CSDG (Contract Skills Development Goals) obligations	No	24		
Carried to Collection						



<u>Item No</u>	<u>Payment Ref.</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<p><u>COLLECTIONS</u></p> <p><u>SECTION 1: PRELIMINARIES & GENERAL</u></p> <p><u>BILL NO.1: PRELIMINARIES & GENERAL</u></p> <p><u>FIXED CHARGE ITEMS</u></p> <p><u>TIME RELATED ITEMS</u></p>				
		<p>Total Collections Carried to Section Summary</p>				

<u>Item No</u>	<u>Payment Ref.</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
1		<u>SECTION 2: PILING WORKS</u>				
		<u>BILL NO 1: DEMOLITIONS</u>				
		Demolition, breaking up and removal of existing structures off site. Removed material to be disposed according to employer's instructions.				
1.1		Wooden piles	No.	70.00		
1.2		Concrete Elements - including but not limited to: beams/retaining wall, paving, revetment	m³	115.68		
Carried to Collections						
		<u>BILL NO 2: PILE INSTALLATION</u>				
2		Establishment on Site for Piling				
2.1		Supply and deliver to site (in 12 m lengths each) 585 m total pile length Tubular steel piles of 600 mm diameter and 16 mm wall thickness according to specification.	m	585.00		
2.2		Welding of piles to suit construction requirements and approved WPS	Sum	1.00		
2.3		Move Equipment to and set up at each Pile Position	no	41.00		
3		Pile driving				
3.1		Installation of 600mm diameter piles in seabed to successive depth of 0m-10m				
3.2		Pile driving sand	m	256.20		
3.3		Pile driving soft rock	m	105.00		
3.4		Install and remove temporary casing for 600mm diameter piles at an average depth 12m	m	492.00		
4		Pile tests				
4.1		Pile test on temporary pile to be performed as per given Specifications	sum	1.00		
5		Concrete				
5.1		Extra over 40mpa concrete cast under water for piles to an average depth of 9.8m	m³	144.67		
5.2		40Mpa concrete cast in-situ piles (lower deck)	m³	3.24		
5.3		40Mpa concrete cast in-situ piles (higher deck)	m³	53.21		
Carried to Collections						



<u>Item No</u>	<u>Payment Ref.</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>COLLECTIONS</u>				
		<u>SECTION 2: PILING WORKS</u>				
		<u>BILL NO 1: DEMOLITIONS</u>				
		<u>BILL NO 2: PILE INSTALLATION</u>				
		Total Collections Carried to Section Summary				

<u>Item No</u>	<u>Payment Ref.</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>SECTION 3: CONCRETE WORKS</u>				
6		<u>BILL NO 1: PRE-CAST CONCRETE</u>				
6.1		Supply and pre-cast 40 MPa marine grade concrete, including formwork and finishes for the following pre-cast items:				
6.1.1		0.85 x 1.0 x 5.5m edge longitudinal beams	m ³	9.35		
6.1.2		0.6 x 1.0 x 5.5m edge longitudinal beams	m ³	6.00		
6.1.3		0.85 x 1.0 x 5.6m internal longitudinal beams	m ³	71.40		
6.1.4		0.6 x 1.0 x 5.6m internal longitudinal beams	m ³	50.40		
6.1.5		0.85 x 1.0 x 6.0m lower landing longitudinal beam	m ³	5.10		
6.1.6		0.85 x 1.0 x 5.4m lower landing longitudinal beam	m ³	4.59		
6.1.7		0.9 x 1.0 x 4.1m edge cross beams	m ³	14.76		
6.1.8		0.8 x (1000/650) x 4.1m internal cross beams	m ³	160.00		
6.1.9		0.9 x 1.0 x 6.24m lower landing cross beams	m ³	18.72		
6.1.10		Type A dog-bone beams	m ³	67.12		
6.1.11		Type B dog-bone beams	m ³	47.92		
6.1.12		Type C dog-bone beams	m ³	11.70		
6.1.13		Fender panels	m ³	39.00		
6.1.14		Pile caps	m ³	42.83		
6.2		<u>Transport and placement of pre-cast units into the works:</u>				
6.2.1		0.85 x 1.0 beams	no	19.00		
6.2.2		0.6 x 1.0 beams	no	17.00		
6.2.3		0.9 x 1.0 beams	no	7.00		
6.2.4		0.8 x 1.0 beams	no	32.00		
6.2.5		Dog-bone beams	no	189.00		
6.2.6		Fender panels	no	12.00		
6.2.7		Pile caps	no	41.00		
6.3		<u>Reinforcement</u>				
6.3.1		High yield reinforcement for pre-cast items, supply and fixing	ton	86.47		
		Carried to Collections				

<u>Item No</u>	<u>Payment Ref.</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>	
		<u>BILL NO 2: INSITU CONCRETE</u>					
7.1		Supply and insitu 40 MPa marine grade concrete, including formwork and finishes for the following pre-cast items:					
7.1.1		40 MPa tremie concrete infill to tubular steel piles (full length)	m³	165.36			
7.2		Extra over item for concrete cast under water					
7.2.1		Cast in situ concrete (connection between piles and cross-beams). 40 MPa supply and place	m³	25.60			
7.2.2		Cast in situ concrete (to dog-bone beam level). 40 MPa supply and place	m³	96.63			
7.2.3		Cast in situ concrete anchor beam (upper landing + lower landing). 40 Mpa supply and place.	m³	300.00			
7.3		Infill concrete					
7.3.1		Higher landing	m³	26.40			
7.4		Reinforcement					
7.4.1		High yield reinforcement to tremie concrete supply and fixing.	ton	23.97			
7.4.2		High yield reinforcement to cast-in-situ concrete, supply and fixing	ton	3.00			
7.4.3		High yield reinforcement to infill concrete	ton	1.74			
		Carried to Collections					
8		<u>BILL NO 3: JETTY FURNITURE</u>					
8.1		Jetty furniture					
8.1.1		10 ton bollard, supply and install complete	No	9			
8.1.2		Supply and install stainless steel access ladder complete with Holding down (HD) Bolts and corrosion protection	No	2			
8.1.3		Handrails to Engineers specification	P. Sum	1	500,000.00	R 500,000.00	
8.1.4		Access Ladders to Engineers specification	P. Sum	1	200,000.00	R 200,000.00	
		Carried to Collections					



<u>Item No</u>	<u>Payment Ref.</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>COLLECTIONS</u> <u>SECTION 3: CONCRETE WORKS</u> <u>BILL NO 1: PRE-CAST CONCRETE</u> <u>BILL NO 2: INSITU CONCRETE</u> <u>BILL NO 3: JETTY FURNITURE</u>				
		Total Collections Carried to Section Summary				

<u>Item No</u>	<u>Payment Ref.</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>	
9		<u>SECTION 4: DECK WORKS</u>					
		<u>BILL NO 1: RUBBER FENDERS</u>					
9.1		Steel works					
9.1.1		Supply and install galvanised TFC 160 x 65	ton	1.80			
9.2		Rubber works					
9.2.1		Supply and install DD-Fender as per specification	m	93.00			
9.2.2		Supply and install Tyre fender as per specification	no	7.00			
		Carried to Collections					
10		<u>BILL NO 2: TIMBER CLADDING</u>					
10.1		<u>Cladding</u>					
		Supply and install SA Pine to be used as battens (11345mm long) under deck planks on the structure upper landing and these members to be nominal dimensions 50 mm x 76 mm as per drawings and specifications	No.	154.00			
10.1.1		Supply and install SA Pine to be used as battens (7800mm long) under deck planks on the structure lower landing and these members to be nominal dimensions 50 mm x 76 mm as per drawings and specifications	No.	19.00			
10.1.2		Supply and install 70mm thick x 250 mm wide with 10 mm spacing, fixed with M12 stainless steel bolts drilled into concrete beam, Karri wood planks to be used on deck as per drawings and specifications (bolts measured elsewhere) (DWG 1125637-1-000-S-D-E-0007-01)	m ²	1322.35			
10.1.3		Supply and install 70mm thick Karri wood (4400mmX300mm) to be used on the front elevation the structure for fendering as per drawings and specifications (DWG 1125637-1-000-S-D-E-0007-01)	No.	55.00			
10.1.4		Supply and install Karri wood to be used for the timber support frames (2.05m ²) towards the east end of the structure for fendering as per drawings and specifications	No.	36.00			
10.1.5		Supply and install 70mm thick Karri wood planks to be used as fendering for the front elevation of the structure as per drawings and specifications (DWG 1125637-1-000-S-D-E-0007-01)	m ²	260.00			
10.1.6		M12 Stainless steel Bolts (DWG 1125637-1-000-S-D-E-0007-01)	P. Sum	1	70,000.00	R 70,000.00	
		Carried to Collections					
11		<u>BILL NO 3: SERVICES</u>					
11.1		Supply and lay water duct to jetty	m	160.00			
11.2		Supply and place electricity duct to jetty	m	160.00			
		Carried to Collections					



<u>Item No</u>	<u>Payment Ref.</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>COLLECTIONS</u> <u>SECTION 4: DECK WORKS</u> <u>BILL NO 1: RUBBER FENDERS</u> <u>BILL NO 2: TIMBER CLADDING</u> <u>BILL NO 3: SERVICES</u>				
		Total Collections Carried to Section Summary				

<u>Item No</u>	<u>Payment Ref.</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
12		<u>SECTION 5: LAND & MARINE WORKS</u>				
12.1		<u>BILL NO 1: SCOUR PROTECTION</u>				
		Ground material				
12.1.1		Removal of existing rock revetment and stockpiling at provided site for re-use	m ³	950.00		
12.1.2		Levelling of material to the required depth	m ³	1283.00		
12.1.3		Supply and place scour protection rock of nominal diameter 400mm and density 26kN/m ³	m ³	950.00		
12.2		Geotextile				
12.2.1		Grade A10 geotextile	m ²	1283.00		
Carried to Collections						
13		<u>BILL NO 2: PAVING, EXCAVATION AND BACKFILLING</u>				
13.1		<u>Construction pavement</u>				
13.1.1		Excavations (not exceeding)	m ³	986.70		
13.1.2		Supply and install 200x100x80 (strength 40 Mpa) interlocking red brick paving to suppliers specification & including poisoning: soil insecticide and herbicide (to comply with. SABS 0124) - Laying to match the existing fall of the surface.	m ²	390.00		
13.1.3		Supply and Placing G1 material, in layers not exceeding 150mm, lightly watered and compacted to 95% Mod AASHTO density.	m ³	245.70		
13.1.4		10 mm riversand layer under brick paving	m ²	1228.50		
13.1.5		Density tests	no.	5.00		
13.1.6		Placement of rock 120mm (Dn 50)	m ³	1788.00		
13.1.7		Backfill and Compaction (95% MOD AASHTO)	m ²	2340.00		
13.1.8		Density tests	no	5.00		
13.2		<u>Concrete pavement</u>				
13.2.1		Excavation not exceeding 2m	m ³	144.86		
13.2.2		Rip and compact to 98% MOD AASHTO	m ³	131.69		
13.2.3		Crushed rock Sub-base layer compacted to 95% MOD ASSHTO	m ³	65.84		
13.2.4		40Mpa Concrete pavement - Laying to match the existing fall of the surface.	m ³	79.01		
13.2.5		Tie bars	m	10.00		
13.2.6		Joints	m	154.00		
13.3		<u>Concrete block Pavement</u>				
13.3.1		Excavation	m ³	814.94		
13.3.2		Rip and compact to 98% MOD AASHTO	m ³	436.57		
13.3.3		Sub-base layer (150mm)	m ³	218.29		
13.3.4		C8/10 layer (300mm density layer)	m ³	436.57		
13.3.5		30 mm Sand bed laid for block paving (Compacted to 95% MOD AASHTO)	m ³	43.66		
Carried to Collections						



<u>Item No</u>	<u>Payment Ref.</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>COLLECTIONS</u>				
		<u>SECTION 5: LAND & MARINE WORKS</u>				
		<u>BILL NO 1: SCOUR PROTECTION</u>				
		<u>BILL NO 2: PAVING, EXCAVATION AND BACKFILLING</u>				
		Total Collections Carried to Section Summary				

<u>Item No</u>	<u>Payment Ref.</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>SECTION 6: ELECTRICAL</u>				
14		<u>BILL NO 1: ELECTRICAL WORKS</u>				
14.1		Additions to the existing TNPA substation				
14.1.1		Supply and Installation of new 250A 3P 36kA Moulded Case Circuit Breaker at the existing TNPA substation low voltage busbar, the exact bucket will be determined by contractor on site. Circuit breaker shall be equal or similar approved to Schneider NSX250F range with manual TMD trip settings capability. Installation shall be carried on as per, SANS10142-1, TCP :002-DBSPEC and as indicated on drawing (1125637-1-000-E-LA-0001-02-0A TD)	No	1.00		
14.2		Cabling				
		Cables shall be PVC Insulated PVC bedded SWA PVC sheathed 600/1000V and manufactured to SANS 1507-3.				
14.2.1		70mm ² 4 core	m	200.00		
14.2.2		25mm ² 4 core	m	80.00		
14.2.3		4mm ² 2 core	m	150.00		
14.2.4		2.5mm ² 2 core rubber insulated flexible cable	m	110.00		
14.3		Terminations				
		Supply and installation of cable termination kits. Glands shall be equal or similar approved to CCG IP Plus with corrosion guard and captive cone accessories.				
14.3.1		No. 5	No	2.00		
14.3.2		No. 3	No	2.00		
14.3.3		No. 1	No	20.00		
14.4		Low Voltage Distribution Kiosks				
		(Distribution kiosks shall be bonded to ground potential through 25mm ² insulated green/yellow earth wire via kiosks mounting bolts)				
14.4.1		IP 65 Floor standing powder coated, 304 Stainless Steel, bottom entry low voltage distribution kiosk 1 equipped as specified on drawing:1125637-1-000-E-LA-0001-02-0A TD and in accordance to SANS 10142 -1.	No	1.00		
14.4.2		Contractor shall make an allowance for about 1000lengthx500width x50mm above ground concrete plinth. Exact plinth parameters shall be coordinated with proposed kiosk 1 shop drawing.	Item	1.00		
14.4.3		IP 65 Floor standing powder coated, 304 Stainless Steel, bottom entry low voltage distribution kiosk 2 with equipment as specified on drawing:1125637-1-000-E-LA-0001-02-0A TD and in accordance to SANS 10142 -1.	No	1.00		
		Carried to Collections				

<u>Item No</u>	<u>Payment Ref.</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
14.5		Luminaires				
14.5.1		Supply and installation of IP 66, 213W LED luminaire. Luminaire shall be equal or similar approved to Beka LEDlume Midi LED 213W Optic 5119.	No	36.00		
14.5.2		Supply and installation of Hot-dipped galvanised side by side entry Spigot (88x42x150x2/15°)	No	18.00		
14.5.3		Supply and installation of glass fibre pole complying to SANS 1749 and grey colour finishing. Access door shall be at least 1000mm above finished floor. Poles shall be equal or similar approved to BEKA poles 187660.	No	18.00		
14.5.4		Supply and installation of 400x300mmx20mm Hot dipped galvanised gland plate with 22mm mounting holes and 150mm cable entry hole. Gland shall be provided with M16 stainless steel mounting bolts.	No	18.00		
14.6		Testing and Commissioning				
14.6.1		Allowance for testing and commissioning of the complete electrical installation by an approved/licensed installation electrician in accordance to SANS 10142-1 in the presence of Transnet Electrical design engineer.	Item	1.00		
14.6.2		Provision of Compliance certificate "COC's" for low voltage distribution kiosks.	No	2.00		
14.7		Miscellaneous Items				
14.7.1		Three sets of manuals, software, drawings and equipment test certificates. One sets in plastic sleeves and "as built" of electrical infrastructure in AutoCad format.	Item	1.00		
Carried to Collections						



<u>Item No</u>	<u>Payment Ref.</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>COLLECTIONS</u>				
		<u>SECTION 6: ELECTRICAL</u>				
		<u>BILL NO 1: ELECTRICAL WORKS</u>				
Total Collections Carried to Section Summary						