

Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**FOR THE MAINTENANCE OF MARINE SCHOOL OF EXCELLENCE, IN THE PORT OF DURBAN
FOR A PERIOD OF FOUR (4) MONTHS**

RFP NUMBER	: TNPA/2024/03/0017/60541/RFP
ISSUE DATE	: 08 JULY 2024
COMPULSORY CLARIFICATION MEETING	: 18 JULY 2024
CLOSING DATE	: 31 JULY 2024
CLOSING TIME	: 14:00
TENDER VALIDITY PERIOD	: 12 WEEKS FROM CLOSING DATE

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SBD 1 FORM

PART A - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET NATIONAL PORTS AUTHORITY A DIVISION TRANSNET SOC LTD

BID NUMBER:	TNPA/2024/03/0017/60541/RFP	ISSUE DATE:	08 JULY 2024	CLOSING DATE:	31 JULY 2024	CLOSING TIME:	14:00
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DESCRIPTION	MAINTENANCE OF MARINE SCHOOL OF EXCELLENCE, IN THE PORT OF DURBAN FOR A PERIOD OF FOUR (4) MONTHS
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BID RESPONSE DOCUMENTS 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.

RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.

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

- Log on to the Transnet eTenders management platform website/Portal (transnetetenders.azurewebsites.net) (please use **Google Chrome** to access Transnet link/site free of charge);
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

Note to the bidders:

Bidders 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 Bidder can upload 30mb per upload and multiple uploads are permitted.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Winile Xhakaza	CONTACT PERSON	Winile Xhakaza
E-MAIL ADDRESS	TNPATenderEnquiriesER@transnet.net	E-MAIL ADDRESS	TNPATenderEnquiriesER@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 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.

THE TENDER

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	Maintenance of Marine School of Excellence, in the Port of Durban for a period of four (4) months
TENDER DOWNLOADING	<p>This Tender may be downloaded directly from the two (2) websites and a notification of the advert can be viewed on the CIDB website.</p> <p>ALL FREE OF CHARGE</p> <ol style="list-style-type: none"> 1. National Treasury eTender Publication Portal at www.etenders.gov.za, 2. Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) 3. CIDB website https://www.cidb.org.za/cidbtenders/current-tenders/ (Notification of tender advert)

COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at Transnet National Ports Authority Building and Marine Depot 223 Maydon Road, Maydon wharf (223 Maydon boardroom) on the 18 July 2024 at 10:00am [10 O'clock] for a period of ± 2 (two) hours.</p> <p>[Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>A non-compulsory Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. 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. The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. <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 tender briefing.</p>
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	<p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's Representative</i>.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>14:00 on (31 July 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>

4. TENDER SUBMISSION

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

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

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

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

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

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

5. 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.

6. 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:

- 6.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 6.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 6.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 6.4. 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;
- 6.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 6.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 6.7. 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;
- 6.8. 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);
- 6.9. 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.
- 6.10. 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.
- 6.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate

in tender returnable on T2.2-16], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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

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

7. 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.

8. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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

T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
Part C: The contract	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2)
Part C2: Pricing data	C2.1 Pricing instructions C2.2 Bill of Quantities
Part C3: Scope of work	C3.1 Works Information
Part C4: Site information	C4.1 Site information
C.1.4 The Employer's agent is:	Commodity Officer
Name:	Winile Xhakaza

Address: Ocean Terminal Building
Port Of Durban Quayside Road
South Beach
Durban
4001

E – mail TNPATenderEnquiriesER@transnet.net

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

1. Stage 1 Step 1: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check
<ul style="list-style-type: none">Whether the Bid has been lodged on time
<ul style="list-style-type: none">Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time
<ul style="list-style-type: none">Verify the validity of all returnable documents
<ul style="list-style-type: none">Verify if the Bid document has been duly signed by the authorised respondent

2. Stage 1 Step 2: Test for Substantive Responsiveness to RFP

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

Check for substantive responsiveness
<ul style="list-style-type: none">Whether any general and legislation qualification criteria set by Transnet, have been met
<ul style="list-style-type: none">Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule
<ul style="list-style-type: none">Whether the Bid materially complies with the scope and/or specification given
<ul style="list-style-type: none">Whether any minimum requirements have been met as follows:<ul style="list-style-type: none">Attendance at the compulsory clarification meetingEligibility in terms of the Construction Industry Development Board (CIDB): 5GB OR higher

Stage 1 Step 2A: Eligibility with regards to attendance at the compulsory clarification meeting:

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

Stage 1 Step 2B: Eligibility in terms of the Construction Industry Development Board (CIDB):

- a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **5GB or higher** class of construction work, are eligible to have their tenders evaluated.
- b) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **5GB or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

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

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

3. Step Three - Functionality:

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

The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11 below.

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

4. Step Four – Preference Point System.

Weighted score 100 - Price (80) Specific goals (20)

C.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must complete and sign the attendance register. Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.
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Tenderers are also **required to bring their RFP document to the tender clarification meeting and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorised representative.

C.2.10 Pricing the tender offer

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment.

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:

- Name of Tenderer:
- Contact person and details:
- The Tender Number:
TNPA/2024/03/0017/60541/RFP
- The Tender Description: Maintenance of Marine School of Excellence, in the Port of Durban for a Period of Four (4) Months

Documents must be marked for the attention of:

Employer's Agent: Winile Xhakaza

COMMUNICATION

- For specific queries relating to this RFP, an RFP Clarifications should be submitted onto the system or to TNPATenderEnquiriesER@transnet.net before 12:00 pm on 25 July 2024. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.
- After the closing date of the RFP, a Respondent may only communicate to TNPATenderEnquiriesER@transnet.net on any matter relating to its RFP Proposal.
- Respondents are to note that changes to its submission will not be considered after the closing date.
- It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

C.2.13. Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.

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C.2.15 The closing time for submission of tender offers is:

Time: **14:00** on the **31 July 2024**

Location: The Transnet e-Tender Submission Portal:

(<https://transnetetenders.azurewebsites.net>);

NO LATE TENDERS WILL BE ACCEPTED

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.

Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.

2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;

3. A valid CIDB certificate in the correct designated grading;

4. Proof of registration on the Central Supplier Database;

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

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

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

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

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

Functionality Criteria

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

Criteria	Required Information	Compliance Measure	Weighting (%)	Max scores
T2.2-03: Previous Experience	Company Experience (Traceable References) Tenderer must have experience in building renovations. The building renovations experience must be obtained from at least three (3) completed projects. Tenderer to submit building renovations experience in at least three (3) reference letters or completion certificates. Traceable references (reference letters or completion certificates) must be on the letterhead of companies that the work was done for, reference letters or certificates should include the following: (1) The project description, (2) Client Company name, (3) Client contact details (email and telephone), (4) Project duration: start and completion dates	No reference letters / completion certificates submitted, or reference letters/ completion certificates submitted are irrelevant to building renovations or similar.	0	30
		Tenderer has submitted 1 reference letter/ completion certificate relevant to building renovation or similar.	20	
		Tenderer has submitted 2 reference letters/ completion certificates to building renovations or similar.	40	
		Tenderer has submitted 3 reference letters/ completion certificates to building renovations or similar.	60	
		Tenderer has submitted 4 reference letters/ completion certificates to building renovations or similar.	80	
		Tenderer has submitted 5 reference letters/ completion certificates to building renovations or similar.	100	
T2.2-04: Key personnel experience	Key Personnel The tenderer must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required services.	No Response or CVs submitted are not relevant, submitted CV's with less than three (3) years' experience or years of experience not indicated.	0	30

<p>A minimum of three (3) years' experience and qualifications of the key personnel as per the role descriptions in the organizational chart. Tenderer to submit detailed CVs with contactable references of Key personnel</p> <p>key personnel CVs that need to be submitted are:</p> <p>1.CV of the site agent with NQF level 6 or higher in Civil Engineering.</p> <p>2.CV of the General Foreman/ Supervisor with NQF level 5 or higher in one of the Civil/ Building Engineering trades</p> <p>3.CV of the Plumber with a plumber's trade test certificate</p> <p>4.CV of the Safety Officer who is registered as a safety officer with the South African Council for the Project and Construction Management Professions (SACPCMP).</p> <p>Additional key personnel CVs that need to be submitted are:</p> <p>1. CV of the Carpenter with a Carpenters trade certificate.</p> <p>2. CV of the Painter with a Painting certificate</p> <p>***Additional personnel will only be considered if all four (4) key personnel members are submitted.</p>	One (1) or Two (2) key personnel members CVs submitted with three (3) or more years' experience.	20	
	Three (3) key personnel members CVs submitted with three (3) or more years' experience.	40	
	Four (4) key personnel member's CVs with three (3) or more years' experience.	60	
	Four (4) key personnel members plus one (1) additional key personnel member's CVs with three (3) or more years' experience.	80	
	Four (4) key personnel members plus two (2) additional key personnel members CVs with three (3) or more years' experience.	100	

T2.2-05: Health and safety	Method Statement Tenderer to submit Method statement for Building renovations. Documents or required information to ensure SHE compliance in terms of Scope of work which includes these elements: 1.Scope of the work and hazards identified are aligned to risk assessment. 2.Minimum Personal Protective Equipment (PPE) required to complete the job 3.Personnel required and responsibilities 4.Resources and equipment required 5.Emergency procedures	No response or none of the elements met or Information is generic.	0	10
		The Tenderer has submitted only 1 element.	20	
		The Tenderer has submitted only 2 elements.	40	
		The Tenderer has submitted any 3 elements.	60	
		The Tenderer has submitted only 4 elements.	80	
		The Tenderer has submitted all 5 elements.	100	
	Risk Assessment Tenderer to submit a detailed Risk Assessment for Building renovations. The information to ensure SHE compliance in terms of Scope of work, Baseline risk assessment includes these elements: 1.Identify the risks and hazards to which persons may be exposed to. 2.Analysis and evaluation of identified risks/ hazards. 3.Measures to mitigate, reduce or control the risks and hazards identified with roles and responsibilities for implementation and control. 4.Defined Risk Assessment methodology in which risks are quantified. 5.Risk treatment plan.	No response or none of the elements met or Information is generic.	0	10
		The Tenderer has submitted only 1 element.	20	
		The Tenderer has submitted only 2 elements.	40	
		The Tenderer has submitted only 3 elements.	60	
		The Tenderer has submitted only 4 elements.	80	
		The Tenderer has submitted all 5 elements.	100	
	Policy, Organisation and Safety and Health Management Involvement	0= No response or none of the elements met or Information is generic.	0	10

	The Tenderer to submit a detailed information regarding Policy, Organisation and Safety and Health Management Involvement which includes these elements: 1. Safety and Health Policy 2. Signed and dated Safety and Health Policy copy signed by the Chief Executive Officer / Managing Director 3. OHS Act 16.2 Appointee Letter 4. Relevant SHE legal appointee's letters in terms of Construction Regulations applicable to the Project: • SHE Representatives • First Aiders • Risk Assessors 5. Company organogram	20= The Tenderer has submitted only 1 element.	20	
		40= The Tenderer has submitted only 2 elements.	40	
		60= The Tenderer has submitted any 3 elements.	60	
		80= The Tenderer has submitted only 4 elements.	80	
		100= The Tenderer has submitted all 5 elements.	100	
T2.2-06: Environmental Management	Environmental Management Plan (EMP): The tenderer shall provide a detailed Environment Management Plan (EMP) specific to the scope of work. The EMP must identify the possible environmental impacts of the proposed activity; and include measures to minimise, mitigate and manage these impacts. The EMP must include but not limited to the following elements: 1. Dust Management; 2. Noise control; 3. Management of hazardous chemical and flammable substances;	Environmental Management Plan (EMP) for the proposed activities not submitted	0	10
		The Tenderer has submitted an EMP with 2 or less key elements met.	20	
		The Tenderer has submitted an EMP with 3 to 6 key elements met.	40	
		The Tenderer has submitted an EMP with 7 to 9 key elements met.	60	
		The Tenderer has submitted an EMP with 10 to 12 key elements met.	80	

	4. Pollution control and spill response; 5. Waste Management; 6. Environmental education and awareness; 7. Housekeeping; 8. Environmental Laws and Regulations relevant to the project; 9. Protection of the fauna and flora; 10. Management responsibilities; 11. Protection of sensitive/ no-go areas; 12. Monitoring and reporting; 13. The EMP must include an environmental policy signed by Top Management which, as a minimum: - Is appropriate given the purpose and context of the tenderer's business; - Includes a commitment to fulfil the tenderer's environmental compliance (legal) obligations; - Includes a commitment to the protection of the environment, including prevention of pollution; - Provides framework for setting environmental objectives; and - Includes a commitment to continual improvement.	The Tenderer has submitted an EMP with all 13 key elements met.	100	
	TOTAL SCORE			100

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

- T2.2- 03 Company Previous Experience
- T2.2- 04 Key personnel experience
- T2.2- 05 Health and Safety
- T2.2- 06 Environmental Management

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

Note: Any tender not complying with the above-mentioned requirements, will be regarded as non-responsive and will therefore not be considered for further evaluation.

C.3.11. Step Four – Preference Point System.

Weighted score 100 - Price (80) Specific goals (20)

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

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

Thresholds	Minimum Threshold
Functionality	60 Points

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

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

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Status Level of Contributor 1 or 2	05
30% Black Women Owned Entities	05
+51% QSE and/or EME Black Owned Entities	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

Specific Goals	Acceptable Evidence
B-BBEE	1. B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate / B-BBEE CIPC Certificate (in case of JV, a consolidate

	scorecard will be accept) as per DTIC guidelines.
30% Black Women Owned Entities	<ol style="list-style-type: none"> 1. B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated B-BBEE scorecard will be accepted) as per DTIC guidelines. 2. Certified copy of ID Documents of the Owners.
+51% QSE and/or EME Black Owned Entities	<ol style="list-style-type: none"> 1. B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated B-BBEE scorecard will be accepted) as per DTIC guidelines. 2. Certified copy of ID Documents of the Owners.

The maximum points for this bid are allocated as follows:

DISCRIPTION		POINTS
PRICE		80
SPECIFIC GOALS		20
B-BBEE Level of contributor (1 or 2)	(05 points)	
30% Black Women Owned Entities	(05 points)	
+51% QSE and/or EME Black Owned Entities	(10 points)	
Non-Compliant and/or B-BBEE Level 3-8 contributors	(0)	
Total points for Price and Specific Goals must not exceed		100

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.

-
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are objective criteria which will justify the award of the tender to another tenderer. The objective criteria Transnet may apply in this bid process include:
 5. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. The objective criteria Transnet may apply in this bid process include:
 - a) Bidder is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
 - b) Award of business to a bidder who did not score the highest points on price and specific goals, should the price of highest ranked bidder be underquoted and is not market related.
 - c) There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact;
 - d) The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
 - e) Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment;
 - f) It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;
 - g) The tenderer or its members, directors, partners:
 - Is under restrictions as contemplated in the Integrity Pact,
 - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;
 - h) cannot, as necessary and in relation to the proposed contract, demonstrate that it possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
 - i) has no legal capacity to enter into the contract;

-
- j) is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;
 - k) does not comply with the legal requirements, if any, stated in the tender data; and
 - l) is not able to perform the contract free of conflicts of interest.
 - m) is able, in the option of the employer to perform the contract free of conflicts of interest.
-

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

PART T2: RETURNABLE DOCUMENTS



T2.1 List of Returnable Documents

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

T2.2-01 **Step 2A - Eligibility with regards to attendance at the compulsory clarification meeting**

T2.2-02 **Step 2B - CIDB Grading Designation**

2.1.2 Step Three - Functionality: these schedules will be utilised for evaluation purposes:

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

T2.2-04 **Evaluation Schedule:** Key personnel experience

T2.2-05 **Evaluation Schedule:** Health and Safety

T2.2-06 **Evaluation Schedule:** Environmental Management

2.1.3 Returnable Schedules:

General:

T2.2-07 Authority to submit tender

T2.2-08 Record of addenda to tender documents

T2.2-09 Letter of Good Standing

T2.2-10 Schedule of proposed Subcontractors

T2.2-11 Availability of equipment and other resources

T2.2-12 Site Establishment requirements

Agreement and Commitment by Tenderer:

T2.2-13 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-14 Non-Disclosure Agreement

T2.2-15 RFP Declaration Form

T2.2-16 RFP – Breach of Law

T2.2-17 Certificate of Acquaintance with Tender Document

T2.2-18 Service Provider Integrity Pact

T2.2-19 Supplier Code of Conduct

T2.2-20 Agreement in terms of (POPIA)

T2.2-21 (DPIP) Or (FPPO)

T2.2-22: Capacity and Ability to meet Delivery Schedule

**1.3.2 Bonds/Guarantees/Financial/Insurance:**

T2.2-23 Insurance provided by Contractor

2.2 C1.1 Offer portion of Form of Offer & Acceptance**2.3 C1.2 Contract Data****2.4 C1.3 Forms of Securities****2.5 C2.1 Pricing Instructions (Bill of Quantities)****2.6 C2.2 Bill of Quantities**

These schedules are required for eligibility purposes

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Transnet National Ports Authority Building and Marine Depot 223 Maydon Road, Maydon wharf (223 Maydon boardroom)	
On (date)	18 July 2024	Starting time: 10:00 am

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

T2.2-02: Eligibility Criteria Schedule - CIDB Grading Designation**Note to tenderers:**

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

CRS Number	Status	Grading	Expiry Date

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **5GB or higher** class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

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

**These schedules will be utilised for
Functionality evaluation purposes**

T2.2-03: Evaluation Schedule: Previous Experience (30)

NB! No 3rd party experience will be considered in this regard, references must be addressed to the Tenderer's company and be indicative of the Tendering company's experience.

Note to tenderers:

The Tenderer must have experience in building renovations. The building renovations experience must be obtained from at least three (3) completed projects or similar.

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

- At least three (3) reference Traceable references (reference letters or completion certificates) showing experience in building renovations. Reference letters or completion certificates must be on the letterhead of companies that work was done for, references should include the following:
 1. The project description,
 2. Client Company name,
 3. Client contact details (email and telephone),
 4. Project duration: start and completion dates.

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	

Score	Previous Experience
0	No reference letters / completion certificates submitted, or reference letters/ completion certificates submitted are irrelevant to building renovations or similar.
20	Tenderer has submitted 1 reference letter/ completion certificate relevant to building renovation or similar.
40	Tenderer has submitted 2 reference letters/ completion certificates to building renovations or similar.
60	Tenderer has submitted 3 reference letters/ completion certificates to building renovations or similar.

80	Tenderer has submitted 4 reference letters/ completion certificates to building renovations or similar.
100	Tenderer has submitted 5 reference letters/ completion certificates to building renovations or similar

T2.2-04: Evaluation Schedule - Key personnel experience (30)

The tenderer must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required services and submit the following documents as a minimum with the tender:

1. The experience of assigned key persons in relation to the scope of work will be evaluated in terms of:
 - i. Relevant experience
2. Comprehensive CV's should be attached to this schedule:

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

- i. Personal particulars
 - a. Name
 - b. Place (s) of tertiary education and dates associated therewith
 - c. Professional awards
- ii. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- iii. Name of current employer and position in enterprise
- iv. Overview of post graduate experience (year, organization and position)
- v. Outline of recent assignments / experience that has a bearing on the Scope of Works

Site Agent:

Site Agent shall have a NQF Level 6 or higher in Civil Engineering. The Site Agent shall have minimum of 3 years of experience relevant to the scope of work included in this contract.

General Foreman/ Supervisor:

General Foreman/ supervisor shall have NQF level 5 or higher in one of the Civil/ Building Engineering trades. The General Foreman/ supervisor shall have minimum of 3 years of experience relevant to the scope of work included in this contract.

Plumber:

Plumber shall have a valid plumber's trade test certificate. The Plumber shall have minimum of 3 years of experience relevant to the scope of work included in this contract.

Safety Officer

Safety Officer shall be registered with the South African Council for the Project and Construction Management Professions (SACPCMP). The Safety Officer shall have minimum of 3 years of experience relevant to the scope of work included in this contract.

Additional key personnel CVs that need to be submitted are:

1. CV of the Carpenter with a Carpenters trade certificate.

2. CV of the Painter with a Painting certificate.

List of Key Persons assigned to the above disciplines.

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Site Agent		
2	General Foreman/ Supervisor		
3	Plumber		
4	Safety Officer		
Additional key personnel CVs that need to be submitted are:			
1.	CV of the Carpenter with a Carpenters trade certificate.		
2.	CV of the Painter with a Painting certificate.		

*****Additional personnel will only be considered if all four (4) key personnel members are submitted.**

The scoring of the Key personnel experience will be as follows:

Score 0	No Response or CVs submitted are not relevant, submitted CV's with less than three (3) years' experience, years of experience not indicated or no qualifications/ registration submitted with CV
Score 20	One (1) or Two (2) key personnel members CVs submitted with three (3) or more years' experience.
Score 40	Three (3) key personnel members CVs submitted with three (3) or more years' experience
Score 60	Four (4) key personnel member's CVs with three (3) or more years' experience.
Score 80	Four (4) key personnel members plus one (1) additional key personnel member's CVs with three (3) or more years' experience.
Score 100	Four (4) key personnel members plus two (2) additional key personnel members CVs with three (3) or more years' experience.

Index of documentation attached to this schedule:

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T2.2-05: Evaluation Schedule: Health and safety (30)**Method Statement (10)****Note to tenderers:**

Method statement - The tenderers must sufficiently demonstrate the approach/methodology that will be employed to cover the scope of the project. The tenderers must submit a detailed Method Statement for building renovations. Documents or required information to ensure SHE compliance in terms of Scope of work which as a minimum includes these elements:

1. Scope of the work and hazards identified are aligned to risk assessment.
2. Minimum Personal Protective Equipment (PPE) required to complete the job.
3. Personnel required and responsibilities.
4. Resources and equipment required.
5. Emergency procedures.

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

Score 0	No response or none of the elements met or Information is generic.
Score 20	The Tenderer has submitted only 1 element.
Score 40	The Tenderer has submitted only 2 elements.
Score 60	The Tenderer has submitted any 3 elements.
Score 80	The Tenderer has submitted only 4 elements.
Score 100	The Tenderer has submitted all 5 elements.

Policy, Organization and Safety and Health Management Involvement (10)**Note to tenderers:**

The Tenderer to submit a detailed information regarding Policy, Organisation and Safety and Health Management Involvement which as a minimum includes these elements:

1. Safety and Health Plan
2. Signed and dated Safety and Health Policy copy signed by the Chief Executive Officer /Managing Director
3. OHS Act 16.2 Appointee Letter
4. Relevant SHE legal appointee's Letters in terms of Construction Regulations applicable to the Project:
 - o SHE Representatives
 - o First Aiders
 - o Risk Assessors
5. Company organogram

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

Score 0	No response or none of the elements met or Information is generic.
Score 20	The Tenderer has submitted only 1 element.
Score 40	The Tenderer has submitted only 2 elements.
Score 60	The Tenderer has submitted any 3 elements.
Score 80	The Tenderer has submitted only 4 elements.
Score 100	The Tenderer has submitted all 5 elements.

Risk assessment (10)

Note to tenderers:

The tenderers must sufficiently demonstrate the approach/methodology that will be employed to cover the scope of the project. Tenderer to submit a detailed Risk Assessment for Building renovations. The information to ensure SHE compliance in terms of Scope of work, Baseline risk assessment which as a minimum includes these critical elements:

1. Identify the risks and hazards to which persons may be exposed to.
2. Analysis and evaluation of identified risks/ hazards.
3. Measures to mitigate, reduce or control the risks and hazards identified with roles and responsibilities for implementation and control.
4. Defined Risk Assessment methodology in which risks are quantified.
5. Risk treatment plan

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

Score 0	No response or none of the elements met or Information is generic.
Score 20	The Tenderer has submitted only 1 element.
Score 40	The Tenderer has submitted only 2 elements.
Score 60	The Tenderer has submitted only 3 elements.
Score 80	The Tenderer has submitted only 4 elements.
Score 100	The Tenderer has submitted all 5 elements.

T2.2-06: Evaluation Schedule: Environmental Management (10)

The Tenderer must review the following documents for context to meet the environmental requirements, namely:

- Port of Durban EMP Guidelines.

The tenderer shall provide a detailed Environment Management Plan (EMP) specific to the scope of the project. The EMP must identify the possible environmental impacts of the proposed activity; and include measures to minimise, mitigate and manage these impacts.

The EMP must include but not limited to the following sections:

1. Dust Management.
2. Noise control.
3. Management of hazardous chemical and flammable substances.
4. Pollution control and spill response.
5. Waste Management.
6. Environmental education and awareness.
7. Housekeeping.
8. Environmental Laws and Regulations relevant to the project.
9. Occurrence management.
10. Management responsibilities.
11. Protection of sensitive/ no-go areas.
12. Monitoring and reporting.
13. The EMP must include an environmental policy signed by Top Management which, as a minimum:
 - Is appropriate given the purpose and context of the tenderer's business.
 - Includes a commitment to fulfil the tenderer's environmental compliance (legal) obligations.
 - Includes a commitment to the protection of the environment, including prevention of pollution.
 - Provides framework for setting environmental objectives; and
 - Includes a commitment to continual improvement.

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.

The scoring of the Tenderer's Environmental Management submission will be as follows: *

Score 0	Environmental Management Plan (EMP) for the proposed activities not submitted
Score 20	The Tenderer has submitted an EMP with 2 or less key elements met.
Score 40	The Tenderer has submitted an EMP with 3 to 6 key elements met.
Score 60	The Tenderer has submitted an EMP with 7 to 9 key elements met.
Score 80	The Tenderer has submitted an EMP with 10 to 12 key elements met.
Score 100	The Tenderer has submitted an EMP with all 13 key elements met.

*As per defined Evaluation Criteria

Returnable Schedules

T2.2-07: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as _____

_____ hereby authorise Mr/Ms _____

acting in the capacity of _____, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms

_____, an authorised signatory of the company

_____, acting in the capacity of lead partner,

to sign all documents in connection with the tender offer for Contract _____

_____ and any contract resulting from it on our behalf.

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

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

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

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

T2.2-08: Record of Addenda to Tender Documents

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

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

T2.2-09 Letter/s of Good Standing with the Workmen's Compensation Fund

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

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

Name of Company/Members of Joint Venture:

.....
.....
.....
.....
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T2.2-10: 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:

- In terms of PPPFA Regulation 6 (5), 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.
- In terms of PPPFA Regulation 12 (3), 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"/>	

[illegible]

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There is no handwriting or other markings on the paper.

T2.2-13 : ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.
- (c) Any other specific goal determined in the Transnet preferential procurement policy

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

	POINTS
PRICE	80
Specific Goals	20
B-BBEE Status Level of Contributor 1 or 2 (5)	
30% Black Women Owned Entities (5)	
+51% QSE and/or EME Black Owned Entities (10)	
Non-Compliant and/or B-BBEE level 3-8 Contributors (0)	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution

are not claimed.

- 1.6 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 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

- 4.1 In terms of 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	1. B-BBEE Certificate / Sworn-Affidavit/ B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accept) as per DTIC guidelines
30% Black Women Owned Entities	1. B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated B-BBEE scorecard will be accepted) as per DTIC guidelines. 2. Certified copy of ID Documents of the Owners
+51% QSE and/or EME Black Owned Entities	1. B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated B-BBEE scorecard will be accepted) as per DTIC guidelines. 2. Certified copy of ID Documents of the Owners

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

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

EME¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard
------------------------	---

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

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 05 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"/>
-----	--------------------------	----	--------------------------

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.

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES		NO	
-----	--	----	--

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional 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 certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

BIDDER'S DISCLOSURE

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 institution	State

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

- 2.2.1 If so, furnish particulars:

.....
.....

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

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.

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 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

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.



T2.2-14 NON-DISCLOSURE AGREEMENT

[..... 2020]

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

T2.2-15: 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 T2.2-18 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

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

T2.2-16: 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

T2.2-17 Certificate of Acquaintance with Tender DocumentsNAME OF TENDERING ENTITY:

1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.
2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer
5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive Tendering.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;

-
- e) the submission of a tender which does not meet the specifications and conditions of the tender; or
- f) Tendering with the intention not winning the tender.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this tender relates.
8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this ____ day of _____ 20__

SIGNATURE OF TENDERER

T2.2-18 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

T2.2-19 : Supplier Code of Conduct

Transnet SOC Limited aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support. These are:

- The Transnet Procurement Policy – A guide for Tenderers.
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (BBBEE)
- The Prevention and Combating of Corrupt Activities Act (PRECCA); and
- The Construction Industry Development Board Act (CIDB Act).

This code of conduct has been included in this contract to formally appraise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

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

Transnet is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

1. Transnet SOC Limited will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
 - Gain an improper advantage.

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

2. *Transnet SOC Limited is firmly committed to the ideas of free and competitive enterprise.*

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

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

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet SOC Limited.

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

Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then Transnet reserves its right to review doing business with these suppliers.

I, _____ of _____
(insert name of Director or as per Authority Resolution from Board of Directors) *(insert name of Company)*

hereby acknowledge having read, understood and agree to the terms and conditions set out in the "Transnet Supplier Code of Conduct."

Signed this on day _____ at _____

Signature

T2.2-20 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (..... insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

YES	
-----	--

NO	
----	--



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

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

3. **SOLE AGREEMENT**

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

Signed at _____ on this _____ day of _____ 2022

Name: _____

Title: _____

Signature: _____

-----**(Pty) Ltd**

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-21 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						

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



T2.2-22: 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:

T2.2-23: Insurance provided by the *Contractor*

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

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

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

PART C: THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

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:

Maintenance of Marine School of Excellence, in the Port of Durban for a period of four (4) months

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

(Insert name and address of
organisation)

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

Name &
signature of
witness

*(Insert name and address of
organisation)*

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		

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

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

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

C1.2 Contract Data

Part one - Data provided by the *Employer*

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

Address		Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
Having elected its Contractual Address for the purposes of this contract as:		Transnet SOC Ltd (Registration No. 1990/000900/30) trading through its operating division Transnet National Ports Authority Queens Warehouse 237 Mahatma Gandhi Road Durban 4001
10.1	The <i>Project Manager</i> is: (Name)	TBA
	Address	TBA
	Tel	TBA
	e-mail	TBA
10.1	The <i>Supervisor</i> is: (Name)	TBA
	Address	TBA
	Tel No.	TBA
	e-mail	TBA
11.2(13)	The <i>works</i> are	Maintenance of Marine school of Excellence
11.2(14)	The following matters will be included in the Risk Register	1. Working in an operational area.
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1."Description of the Site and it surroundings"
11.2(16)	The Site Information is in	Part C4
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	One (1) week
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.

3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	Sixteen (16) weeks from the starting date	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 Maintenance to Marine School of Excellence	2024
30.1	The <i>access dates</i> are	Part of the Site	Date
		1 Once all SHEQ requirement are approved	2024
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
31.2	The <i>starting date</i> is	01 August 2024	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.	
4	Testing and Defects		
42.2	The <i>defects date</i> is	Fifty-two (52) weeks after Completion of the whole of the <i>works</i>.	
43.2	The <i>defect correction period</i> is	Two (2) weeks	
5	Payment		
50.1	The <i>assessment interval</i> is monthly on the	twenty fifth (25th) day of each successive month.	
51.1	The <i>currency of this contract</i> is the	South African Rand.	
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.	
51.4	The <i>interest rate</i> is	the prime lending rate of the Rand Merchant Bank.	
6	Compensation events		
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius	

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

and these measurements:

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:

and which are available from:

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

7	Title	No additional data is required for this section of the <i>conditions of contract.</i>
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
	2 Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability

3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
	Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."

84.1

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *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.**

		<p>3 Should the <i>Employer</i> have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the <i>Contractor's</i> policies of insurance as well as those of any sub-contractor</p> <p>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.</p> <p>7 The insurance coverage referred to in 1, 2, 3, 4, above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i>.</p>
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)
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Durban, KwaZulu-Natal, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	The Chairman of the Association of Arbitrators (Southern Africa)
	- if the arbitration procedure does not state who selects an arbitrator, is	
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X7	Delay damages (but not if Option X5 is also used)	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	To be equated to the actual monetary loss of Transnet per day
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage is	10% on all payments certified.
X18	Limitation of liability	

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil (this is the default position depending on a risk assessment, therefore this can go up to Total of the Prices)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	1 year after Completion of the whole of the <i>works</i>
Z	<i>Additional conditions of contract are:</i>	

Z1 Additional clauses relating to Joint Venture

Z1.1

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**

		<p>whereby this will be provided and/or guaranteed by the constituents from time to time;</p> <p>v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.</p>
Z1.2		<p>Insert additional core clause 27.6</p> <p>27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.</p>
Z2	Additional obligations in respect of Termination	
Z2.1		<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
Z2.2	Termination Table	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
Z2.3		<p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>
Z3	Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA	

Z3.1		<p>The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> 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.
Z4	Additional Clause Relating to Collusion in the Construction Industry	
Z4.1		<p>The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.</p>
Z5	Protection of Personal Information Act	
Z5.1		<p>The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.</p>

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .
11.2(14)	The following matters will be included in the Risk Register	

PART C2: PRICING DATA

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	2-4
C2.2	The <i>bill of quantities</i>	5-8



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, April 2013 (ECC3) Option B states:

Identified and defined terms 11.2

- (21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.
- (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.
- (28) The Price for Work Done to Date is the total of
- the quantity of the work which the *Contractor* has completed for each item in the Bill of Quantities multiplied by the rate and
 - a proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed.

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

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

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

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 ECC3 caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement 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

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. General assumptions

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

Item	Description	Unit	Quantity	Rate (R)	Amount (R)
1. PRELIMINARY & GENERAL, SAFETY AND LABOUR					
1.1.	SHERQ Obligations including Compilation of SHE File	Sum	1		
1.2.	Establishment of Equipment and Facilities on the Site	Sum	1		
1.3.	Supervision for duration of Construction	Sum	1		
1.4.	Appointment of SACPCMP registered Safety officer to be on site for the duration of the project.	sum	1		
1.5.	Waste collection and Disposal	Sum	1		
1.6.	Site de-establishment	Sum	1		
Sub-Total (excluding VAT) carried forward to collection					
2. MAIN BUILDING EXTERIOR					
2.1	Remove damaged 300mm steel flashing and replace with new 300mm aluminium flashing. What is the thickness of the flashing, (300mm x 1mm)	m	5		
2.2	Remove damaged 500mm fibre cement flashing and replace with new 500mm fibre cement flashing including H-Profile PVC joiners.	m	18		
2.3	Remove damaged wooden deck at main entrance and replace with 140mm x 23mm plastic/ composite deck. Slip resistance strips should be placed on top of the deck to match existing	m ²	90		
2.4	Remove damaged wooden deck at back entrance and replace with 140mm x 23mm plastic/ composite deck	m ²	108		
2.5	Remove damaged 120mm x 20mm wooden deck at next to canteen and replace new 120mm x 20mm hardwood decking.	m ²	15		
2.6	Prepare and apply wood borer treatment on wooden deck next to canteen.	m ²	166		
2.7	Prepare and paint wooden deck next to canteen with double coat of wood varnish.	m ²	166		
2.8	Remove damaged 120mm x 20mm wooden deck at 1 st floor and replace with 140mm x 23mm plastic/ composite deck	m ²	38		
2.9	Prepare steel cat ladder and apply double coat of anti-corrosion primer and apply double coat of aluminium paint for metallic surfaces.	m ²	23		
2.10	Prepare and paint existing waterproofing with double coat of Bituminous aluminium paint.	m ²	200		

2.11	Remove damaged waterproof and lay 100mm screed. Allow for a -2% cross fall to the existing drainage.	m ²	180		
2.12	Lay new torch on bitumen waterproofing and apply double coat of Bituminous aluminium paint.	m ²	180		
2.13	Remove damaged 0,58mm Thick AZ200 coastal coated IBR roof sheets and replace with new 0,58mm Thick AZ200 coastal coated IBR to match existing.	m ²	150		
2.14	Remove corroded roof screws and replace with new screw wood class 4 5.5 x 65mm q10	No.	180		
2.15	Remove damaged membrane and replace new 300mm flexible reinforcement waterproofing membrane.	m	1166		
2.16	Apply double coat of acrylic waterproof on existing membrane.	m ²	33		
2.17	Prepare and apply double coat of rubber sealant around clear roof panels	m ²	96		
2.18	Clean and unblock 300mm box gutters	m	327		
2.19	Remove damaged 300mm box gutters, brackets and replace with new 300mm aluminium seamless box gutter and brackets.	m	90		
2.20	Remove damaged 150mm box gutters, brackets and replace with new aluminium seamless box gutter and brackets.	m	76		
2.21	Clean and unblock 150 mm downpipes.	m	90		
2.22	Remove existing 110mm pvc down pipes and replace with new 100mm x 50mm aluminium down pipes	m	96		
2.23	Remove corroded heavy duty 100mm dome grate full Bore covers and replace with new 100mm 180° dome grate full bore.	No.	9		
2.24	Remove existing damaged wooden single doors, frames and replace with 40mm solid core flush doors finished on both faces, (Hung) size 813 x 2032mm.	No.	5		
2.25	High pressure exterior walls and windows.	m ²	3600		
2.26	Remove flaking wall paint and apply double coat of universal alkyd-based undercoat.	m ²	96		
2.27	Open existing wall cracks for a minimum width of 10mm and 10mm deep and then fill up epoxy repair mortar.	m ²	38		
2.28	Prepare wall and paint all previously painted areas, to match existing colours.	m ²	900		
2.29	Prepare and apply double coat of brick sealer on the brick wall.	m ²	2400		
2.30	Remove and replace damaged window glasses ranging from 150mm x 150mm to 1200mm x 1500mm.	m ²	60		
Sub-Total (excluding VAT) carried forward to Collection					

3. MAIN BUILDING INTERIOR					
3.1	Prepare damped walls and apply double coat of SABS approved damp sealer	m ²	36		
3.2	Open existing wall cracks for a minimum width of 10mm and 10mm deep and then fill up epoxy repair mortar.	m ²	8		
3.3	Remove flaking wall paint and apply double coat of universal alkyd-based undercoat.	m ²	39		
3.4	Prepare walls and apply double coat of paint (cream colour)	m ²	1022		
3.5	Remove damaged 600mm x 600mm Suspended Ceiling fine and fissured Board Tiles replace with new 600mm x 600mm Suspended Ceiling fine and fissured Board Tiles.	No.	282		
3.6	Remove damaged coated and glossy wooden ceiling panels and replace with new 1200mm x 3000mm coated and glossy wooden ceiling panels.	m ²	60		
3.7	Prepare and paint 813mm x 2032mm doors and frames to match existing colour.	No.	37		
3.8	Remove damaged doors, frames and install new 813mm x 2032mm 44mm Thick semi-solid flush door, edged with 10mm hardwood faced with tempered smooth face hardwood for panting, size 813mm x 2032mm and frames.	No.	13		
3.9	Prepare and apply two coats floor coat enamel on interior steps	m ²	38		
3.10	Prepare wooden balustrades and apply double coat of interior double life timber varnish (matt).	m ²	22		
3.11	Remove existing carpet tiles and replace with new coastline Bitumen carpet tiles or similar approved 500mm x 500mm heavy-commercial use floor tiles with ±6mm thickness.	m ²	1440		
3.12	The corroded posts and welds shall be mechanically de-rusted down to shiny metal using a wire brush. All the de-rusted areas shall be painted with one coat Zinc Galvanised 6 Primer, one coat Enamel Undercoat and two coats Enamel Final Coat.	m ²	56		
3.13	Remove existing cupboards replace with new lockable kitchen cupboards (to occupy wall area of 40m ²) with all external surfaces covered with 8.1m x 1.5m maple laminate and granite counter (Drakensburg black)	sum	1		
3.14	Remove existing sink and install new single bowl stainless steel sink with spazio waste and a mixer including all necessary plumbing i.e., water and waste	sum	3		
3.15	Remove wall tiles, prepare wall and lay 330mmx330mm (Beige/Cream) ceramic tiles with SABS grout and adhesive or similar approved product.	m ²	16		

3.16	Remove existing toilet sets and replace with new close coupled 90° outlet open rim front single flush suite complete with lid and fittings.	No.	12		
3.17	Remove existing hand basin and replace with new 510 x 405mm rounded basin with star light pattern round basin tap.	No.	11		
3.18	Remove existing urinals and replace with new wall hung flat back urinal size 415 x 315 x 275 mm including the bottle traps.	No.	12		
3.19	Remove existing wall tiles, prepare floor and lay 330mm X330mm ceramic tile with SABS grout and adhesive or similar approved product.	m ²	320		
3.20	Remove existing floor mosaic tiles and replace with new ceramic matt finish grey Mosaic - 295 x 295mm	m ²	20		
3.21	Remove existing shower curtain and replace with new 140 x 250cm pvc shower curtain.	No.	1		
3.22	Remove 450mm x 600mm mirrors and replace with new mirrors secured with chrome plated screws.	No.	4		
3.23	Remove damaged/ lifting window film and replace with new non reflective window film 48% - 55% heat absorption and 1.00 – 1.6 uv value.	m ²	260		
3.24	Remove Auditorium wall carpet and replace with non-woven wallpaper modern and simple 3D geometric flocking wallpaper dark brown decorative	m ²	80		
Sub-Total (excluding VAT) carried forward to collection					
4. BLOCK D					
4.1	Remove existing carpet tiles and replace with grey coastline Bitumen carpet tiles	m ²	102		
4.2	High pressure clean exterior walls	m ²	420		
4.3	Prepare exterior walls and apply double coats of exterior paint to match existing blue colour.	m ²	85		
4.4	Prepare and apply double coat of brick seal on brick wall.	m ²	205		
4.5	Remove damaged 600mm x 600mm Suspended Ceiling fine and fissured Board Tiles replace with new 600mm x 600mm Suspended Ceiling fine and fissured Board Tiles.	m ²	15		
4.6	Prepare and apply double coat of stoep enamel paint on the veranda floor tiles	m ²	83		
Sub-Total (excluding VAT) carried forward to collection					
5. BLOCK E					
5.1	Replace the missing 0,8mm thick aluminium IBR Roofing sheets and the main door awning.	m ²	9		
5.2	Unblock and clean 150mm gutters and 75mm down pipes	m	57		

5.3	High pressure clean exterior walls and windows.	m²	320		
5.4	Prepare exterior walls and apply double coats of exterior paint to match existing blue colour.	m²	152		
5.5	Sand away the existing door finishes and apply a double coat of medium-gloss enamel paint to match existing doors colour.	m²	19		
5.6	Prepare brick wall and apply double coat of brick seal on the wall.	m²	148		
5.7	Remove damaged 600mm x 600mm Suspended Ceiling fine and fissured Board Tiles replace with new 600mm x 600mm Suspended Ceiling fine and fissured Board Tiles.	m²	11		
5.8	Replace damaged 16mm x 90mm wooden skirting including 19 mm quadrant bead planted on.	m	3		
5.9	Remove the existing window face putty and lay new face putty.	m²	5		
	Sub-Total (excluding VAT) carried forward to collection				
COLLECTION					
	DESCRIPTION			SUB-TOTAL (EXCLUDING VAT)	
	PRELIMINARY & GENERAL, SAFETY AND LABOUR				
	MAIN BUILDING EXTERIOR				
	MAIN BUILDING INTERIOR				
	BLOCK D				
	BLOCK E				
	Total (excluding VAT) carried forward to form of offer				

C3 Scope of Services

PART C3: SCOPE OF WORK

Document reference	Title	No of page
C3.1	This cover page	1
	<i>Employer's Works Information</i>	25
Total number of pages		26

C3.1 EMPLOYER'S WORKS INFORMATION

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SECTION 1

1 Description of the *works*

1.1 Executive overview

The *works* that the *Contractor* is to perform *involve* the interior and exterior renovations at Maritime School of Excellence. The primary purpose of this document is to outline the scope of services and deliverables that Transnet National Ports Authority (TNPA) will require of a *Principal Contractor* with necessary experience and expertise to conduct repairs and renovations in Maritime School of Excellence with no disruption to operations.

1.2 *Employer's objectives*

The Employer intends to appoint a Contractor to perform works as per *Employer's* specifications:

1.2.1 ROOF ACCESSORIES

- Damaged roof sheets shall be removed and replaced with new to match existing.
- Broken and corroded gutters and rainwater downpipes shall be removed, disposed off-site and new gutters and downpipes shall be installed to match existing sizes on site.
- All blocked gutters and rainwater downpipes shall be cleaned of debris and vegetation and blockages removed.

1.2.2 PRESSURE CLEANING

- Using 120 to 140 BAR pressure, high pressure clean with water the exterior walls, windows, walls to remove dirt.
- Ensure air-condition devices and electrical cables are protected from water to avoid damage.

1.2.3 PAINTING

- All previously painted areas must be washed down to remove dirt and other contaminants and allow drying completely before any paint applied. Blistered or peeling of paint shall be completely removed.
- Surfaces to be painted must be dry and free of dirt, grease, and peeling, flaking paint before painting commences.
- Surfaces not being painted must be covered against spotting and spillage by masking tape, spot sheet.
- All paint used shall be SABS approved and Painting shall be done in accordance with the requirements of SANS 10305.
- Paint to be used should have a minimum of 8 years durability warranty.
- The Contractor shall provide a sample of the new paint for approval by the Project Manager prior to procuring and bringing on site.
- Exterior paint product information:

Appearance	Low sheen
Generic type	Pure acrylic
Volume Solids	38%
Viscosity	85 – 90KU
Recommended DFT	25 – 35 µm per coat
Recommended WFT	66 – 92 µm per coat

Theoretical spreading rate	12.7 m ² /L per coat @ 30 µm DFT. This serves as a guide only
TVOC	White: 13 g/L, Standard colours: 13-19 g/L, Tint bases: 13 g/L

1.2.4 FLOOR DECKING

- The existing damaged wooden floor deck, Joists, posts shall be removed and disposed off-site.
- New non-slip plastic composite deck shall be supplied and installed to match existing dimensions.

1.2.5 WATER PROOFING

- Remove all waterproofing and screed from the surface of the deck using acceptable mechanical means, ensuring all contaminations and debris is removed.
- Prepare the surface to provide a sound, dry and clean surface.
- Apply new screed to falls to adequate rainwater outlets and allow sufficient curing.
- Apply bituprime primer to the surface.
- Apply 1 x layer of 3mm index vis, followed by 1 x layer of 4mm thick index fidia, surface fully bonded by means of torch-on fusion to falls and cross falls to rainwater outlets, with 50mm x 50mm mortar fillets on all corners. The rolls are to run parallel to each other, centrally staggered to prevent joints overlapping. Turn up the water proofing membrane 150mm high on all corners.
- Apply 3 x coats superlaykold with membrane as flashing where the torch on membrane meets concrete and all corners etc. And over parapet walls- 100mm horizontal x 100mm vertical flashing.
- Apply 2 x coats of silvakote.
- Waterproofing to be installed by an approved contractor under a ten-year guarantee.

1.2.6 CRACKS

- Open up the cracks to a minimum width of 10mm and 10mm deep on either side of the wall where crack is mirrored. Ensuring that any previous crack repair materials are completely removed down to a sound, dry and clean substrate.
- Using epoxy repair mortar, fill the opened crack and smooth over with a trowel on the exterior face.
- Cracks less than 3mm wide shall be reamed out and sealed with structural non-shrink repair mortar.

1.2.7 WASTE COLLECTION AND DISPOSAL

- All rubble and Debris must be cleared from site and site to be left clean.
- The collection and disposal of all the rubble/ waste on site should only be done by contractor or subcontractor with waste disposal licence issued by Transnet National Ports Authority, Port of Durban.

1.2.8 SAFE EQUIPMENT FOR WORKING AT HEIGHT

- Supply safe and suitable working at height equipment for every height work.
- A contractor must appoint a competent person in writing who must ensure all height equipment's operations are carried under his or her supervision and that all erectors, team leaders and inspectors are competent to carry out work.

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
CRL	Contractor Review Label
CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DGN	Design
DWG	Drawings
EDMS	Electronical document management system
EO	Environmental Officer
HAW	Hazard Assessment Workshop
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee
JSA	Job Safety Analysis
CIRP	Contractor's Industrial Relations Practitioner
Native	Original electronic file format of documentation
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager

QA	Quality Assurance
R&D	Research and Development
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee

2 Engineering and the *Contractor's* design

2.1 *Employer's* design

- 2.1.1 The employer will not supply any designs; however, the employer will supply the works information and specifications for works required.

2.2 Parts of the *works* which the *Contractor* is to design

- 2.2.1 The Contractor will not do any design as the Contractor undertake Works as per employer's specifications. However, the Contractor will be obligated to supply all necessary Equipment and Personnel to properly perform the Works under the Contract including:
- Project management of the execution of the Works and supply of other Goods including planning, scheduling, and reporting to the Employer
 - The implementation of QCP's to demonstrate compliance with the requirements of the Contract.
 - Ensuring that the completed Works shall comply with the Codes and Standards and any other applicable statutory requirements
 - Procurement, transportation, and transfer supervision of the Goods
 - Scaffolding or any safe working at height equipment.
 - Lifting equipment
 - Site inspection
 - Removal and disposal, as approved by the Employer, of all scrap and rubble generated by the Contractor with the site to a demarcated area on the site
 - All documentation for statutory and regulatory compliance, project controls, training and the operation and maintenance of the Works

2.3 Review and Acceptance of *Contractor* Documentation

The *Contractor* submits documentation as the 'Works Information' requires to the *Project Manager* for review and acceptance.

In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Contractor Document Submittal Requirements' Standard included in Annexure 1 (Refer DOC-STD-0001).

3 Construction

3.1 Temporary *works*, Site services & construction constraints

- 3.1.1 *Employer's* Site entry and security control, permits, and Site regulations
- 3.1.2 The *Contractor* complies with the following requirements of the *Employer*:
Access permits to the site
Hot work Permits
- 3.1.3 Restrictions to access on Site, roads, walkways and barricades
- 3.1.4 The *Contractor* complies with the following requirements of the *Employer*:
Access permits to the site
- 3.1.5 People restrictions on Site; hours of work, conduct and records:
- 3.1.6 The *Contractor* complies with the following hours of work for his people (including Subcontractors) employed on the Site:
- Monday to Friday: 07:00am to 15:30pm
- 3.1.7 The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Subcontractors) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- 3.1.8 Health and safety facilities on Site
- 3.1.9 The *Contractor* complies with the requirements stated under paragraph 2.3 of C3.1 *Employer's* Works Information.
- 3.1.10 Environmental controls, fauna & flora, dealing with objects of historical interest
- 3.1.11 The *Contractor* complies with the CEMP, SES and PES in the construction of the *works*, all as described under paragraph 2.4 of C3.1 *Employer's* Works Information.
- 3.1.12 Title to Materials from demolition and excavation
- 3.1.13 The *Contractor* has title to all Materials arising from excavation and demolition in the performance of the *works* with the exception of:
- The *Contractor* has no title to all materials arising from dismantling and demolition in the performance of the *works* with title to such materials remaining with the *Employer*. The *Project Manager* shall instruct the *Contractor* how to label, mark, set aside and/or dispose of such materials for the benefit of the *Employer* in accordance with ECC3 Clause 73.1.
- with title to such Materials (as referenced above) remaining with the *Employer*. The *Project Manager* shall instruct the *Contractor* how to label, mark, set aside and/or dispose of such Materials for the benefit of the *Employer* in accordance with ECC Clause 73.1.
- 3.1.14 Cooperating with and obtaining acceptance of others
- 3.1.15 The *Contractor* performs the *works* and co-operates with:
- The *works* will be performed in an operational environment, arrangements should be made with *Project Manager* for early notification so that there will be no disruption. The *Contractor* shall have to liaise with the project manager in scheduling work and shall comply with all instructions.
 - The *Contractor* performs the *Works* and co-operates with The *Employer* (including the agents of the employer) who operates on site during the entire duration of the contract period.
 - The *Contractor* performs the *works* and co-operates with others, of whom the contractor is to be notified once appointed by the *Employer*, who operate on site during the entire duration of the contract period.
 - The *Contractor* shall note that there may be other projects in progress within the area which are expected at some point to run in parallel to this project, hence the *Contractor* shall co-operate with others by allowing access through parts of the working areas when required during the entire duration of the contract period.

3.1.16 Publicity and progress photographs

3.1.17 The *Contractor* provides a notice board with Employer title, size layout where sited. The contractor obtains the permission and approval of the project manager before erecting any notice boards or using the details of the contract in any advertising media

3.1.18 The *Contractor* provides progress photographs at progress meetings in a report format on email. The *Contractor* provides a complete digital photographic record of the progress of the construction of the works to the *Project Manager*, monthly as part of the *Contractor's* monthly programme narrative report. The digital photographic equipment used shall be intrinsically safe, where applicable.

3.1.19 The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*.

3.1.20 *Contractor's* Equipment

3.1.21 The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times. All equipment used by the *Contractor* on site shall be properly maintained and operated. All vehicles on public roads shall be roadworthy, with the necessary licences and safety requirements. A checklist/register shall be implemented which lists the operator's qualifications and medical records

3.1.22 The *Contractor* complies with the following permissions and restrictions in the use of Equipment as required by the *Employer*:

- a) The contractor shall supply all necessary materials, labour, tools, plant, PPE, demarcating signage as per the latest construction regulation and transport required for the proper completion of the works.
- b) The contractor shall submit a comprehensive list of equipment, intended for use on this contract.
- c) The use of all such equipment shall be subject to approval by the project manager, though such approval shall not relieve the contractor of any of their responsibilities under the contract.

3.1.23 Equipment provided by the *Employer*

3.1.24 The *Employer* provides the following Equipment on the Site for the *Contractor's* use:
The *Employer* will not provide any equipment to the contractor.

3.1.25 Site services and facilities:

3.1.26 The *Employer* provides the following facilities for the *Contractor*:

- For the duration of the contract, the *Employer* will provide with an area for the *Contractor* to establish his offices, lay down areas, stores and other *Contractor's* equipment.
- The *Contractor* ensures that this site establishment area is compliant with the relevant safety regulations and restrictions, is clearly sign posted, and has a suitable security fence, lighting and the necessary access control gates.
- The *Contractor's* site establishment area(s) is to be within the *Contractor's* boundary of the area that will be confirmed with the successful contractor after award and shall be clearly sign posted and be compliant with the relevant safety regulations and restrictions that might be in place until the *Contractor* has de-established from site. The site establishment layout must be approved by the *Project Manager*.
- The *Contractor* shall ensure that the area used has a suitable continuous security fence and the necessary access gates. All preparation and fencing, etc. Shall be done by the *Contractor* and shall be for his account, this includes clearing away and leaving clean and clear at completion.

- The *Contractor* shall provide, maintain and remove lockable portable chemical type toilets. An area will be made available within the contractor's working areas
- 3.1.27 Wherever the *Employer* provides facilities (including, *inter alia*, temporary power, water, waste disposal, telecommunications etc) for the *Contractor's* use within the Working Areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.
- 3.1.28 Facilities provided by the *Contractor*:
- The *Contractor* ensures that the site establishment area is compliant with the relevant safety regulations and restrictions, is clearly sign posted, and has a suitable security fence, lighting and the necessary access control gates.
 - All costs for preparation of the site establishment area are for the *Contractor's* account.
 - The contractor submits details of the layout of his site establishment to the *Project Manager* for his acceptance.
 - The *Contractor* provides, at his cost, for his staff and that of the employer, a sufficient number of toilets and maintains them in a clean and sanitary working condition.
 - The *Contractor* provides temporary lighting and fencing around every section occupied by him during the phased construction of the works.
 - Such fencing demarcates and secures the construction area. The fencing is erected before any work starts and is removed only upon completion of the work in that area.
 - The *Contractor* is responsible for all costs for such lighting and fencing, including access control into and out of these restricted areas.
 - Wherever the *Contractor* provides facilities (either his own or for the project manager and/or supervisor) and all items of equipment, involving, *inter alia*, offices, accommodation, laboratories, materials storage, compound areas, etc., within the working areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
 - Upon completion, and within one month of the date of acceptance of the works, the *Contractor* completely removes from the Site and Working Areas all his Equipment, including the foundations of any structures, stores, office accommodation or any other asset belonging to him, and leaves the Site and Working Areas in a tidy condition to the satisfaction of the *Project Manager*.
 - No excess or discarded materials or equipment may be buried or dumped within the port boundary.
 - The employer does not provide any security for the site and working areas. The *Contractor* provides same and indemnifies and holds indemnified the project manager and *Employer* against any claims and actions that may arise out of site and working area security.
 - No housing is available for the *Contractor's* employees. The *Contractor* makes his own arrangements to house his employees and transports them to site in a closed vehicle specifically designed for passenger transport (bus or similar) accepted by the project manager.
 - Wherever the employer provides facilities for the *Contractor's* use and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the employer and others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.
- 3.1.29 Unless expressly stated as a responsibility of the *Employer* as stated under 5.1.11 Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.

- 3.1.30 Existing premises, inspection of adjoining properties and checking work of Others
- 3.1.31 The *Contractor* inspects and surveys the following [buildings / premises / facilities] adjacent to the Site in accordance with the *Project Manager*:
- 3.1.32 Survey control and setting out of the *works*
- 3.1.33 The *Employer* provides the following information and survey controls for the *Contractor*.
The *Employer* provides the site location to the *Contractor*.
- 3.1.34 Underground services, other existing services, cable and pipe trenches and covers
- 3.1.35 Where the *Contractor* encounters existing underground services / existing services cables / pipe trenches, the *Contractor* undertakes the following:
The *Contractor* shall notify the *Project Manager* about the services and wait for the Project manager to give instruction on what to do.
- 3.1.36 Control of noise, dust, water and waste
- 3.1.37 The *Contractor* complies with the following:
Refer to paragraph 6.4 of C3.1 Employer's Works Information.

3.2 Completion, testing, commissioning and correction of Defects

- 3.2.1 The *work* to be done by the Completion Date
On or before the Completion Date the *Contractor* shall have done everything required to Provide the Works including the work listed below which is to be done before the Completion Date and in any case before the dates stated. The Project Manager cannot certify Completion until all the work listed below has been done and is also free of Defects, which would have, in his opinion, prevented the Employer from using the works and Others from doing their work.
- 3.2.2 The *Contractor* is permitted to carry out the following *works* after Completion:
Snags if they are being identified at the handover.
- 3.2.3 Use of the *works* before Completion has been certified
- 3.2.4 The *Contractor* provides the assistance to the *Employer* as deemed necessary by the Employer, in terms of the contract.
- 3.2.5 The *Contractor* ensures that the documentation as described under paragraph 3.8 of the Works Information is presented to the *Project Manager* before Completion.
- 3.2.6 Access given by the *Employer* for correction of Defects
- Upon prior arrangement, The *Contractor* will be granted access to Marine School of Excellence to correct any defects.
 - The *Contractor* will be required to undertake certain procedures before such access can be granted this will include but not limited to:
 - a) Safety requirements, develop method statement and risk assessment.
 - b) Undergo TNPA inductions in order to obtain access permits.
 - c) Obtain access permits from TNPA permit office.
- 3.2.7 The *Contractor* complies with the following constraints and procedures of the *Employer* where the *Project Manager* arranges access for the *Contractor* after Completion:
- Contractor shall be confined to the working times specified in paragraph 3.1.6
 - Traffic control to the vehicles moving around the site

4 Plant and Materials Standards and Workmanship

4.1 Investigation, Survey and Site Clearance

4.1.1 The *Contractor* carries out the following investigations at the Site:

Prior to commencing the works the *Contractor* records any defects or inaccuracies related to the structure and presents this record to the Project Manager for acceptance. Only items recorded in this manner will be accepted as having pre-existed the Works and the remedying of all other damage will be the Contractors responsibility and for his cost.

4.2 Building works

4.2.1 Where the Association of South African Quantity Surveyors Model Preamble for Trades 1999 are used within the Works Information, the following interpretations and meanings shall apply:

4.2.2 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in the *Works Information* and the *conditions of contract*, the *conditions of contract* take precedence within the ECC Contract.

4.2.3 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in this paragraph 4.2 of C3.1 *Employer's Works Information* and specific statements contained elsewhere in C3.1 *Employer's Works Information*, the specific statements contained elsewhere shall prevail, without prejudice to the *Project Manager's* express duty to resolve any ambiguity or inconsistency in the *Works Information* under ECC Clause 17.1.

4.2.4 Within the Model Preambles for Trades 1999, the following amendments and interpretations shall apply:

Where the word or expression "Principal Agent" is used, read "*Project Manager*" or "*Supervisor*" as the context requires.

Where the word or expression "*Contractor*" is used, read "*Contractor*".

Where the word or expression "Engineer" is used, read "*Project Manager*" or "*Supervisor*" as the context requires.

Where the Model Preambles for Trades 1999 mention "rates" for measured work and any contractual statements relating to payment, all such statements shall be discounted, with the ECC *conditions of contract* taking precedence.

4.2.5 Within the Model Preambles for Trades 1999, A. GENERAL, the following amendments and interpretations shall apply:

Where the word or expression "bills of quantities" is used, this shall be discounted for the purposes of the *Works Information*. The ECC Contract Data - Part One states the main option to apply within the ECC Contract between the Parties.

4.2.6 Within the Model Preambles for Trades 1999, B. ALTERATIONS, B.2 MATERIALS FROM THE ALTERATIONS, CREDIT, ETC and C. EARTHWORKS, C1.4 Materials from demolitions shall not apply. C3.1 *Employer's Works Information* paragraph 3.1.6 states details of the *Contractor's* title (if any) to Materials arising from excavations and/or demolitions and how such Materials are either to be disposed of or re-used in the *works*.

4.2.7 Within the Model Preamble for Trades 1999 Q. PLUMBING AND DRAINAGE, Q.24 TESTS shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer's Works Information*.

4.2.8 Within the Model Preamble for Trades 1999 U. EXTERNAL WORKS, U.3.8 Process control tests shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer's Works Information*.

4.2.9 The principles, meanings and interpretation stated and established within paragraphs 6.2.1 to 6.2.8 with respect to the Model Preambles for Trades 1999 equally apply to the other Model Preambles for Trades 1999 references used within this paragraph 4.2 of C3.1 *Employer's Works Information*.

4.3 Civil Engineering and Structural Works

- 4.3.1 Where the SANS 1200 series of Specifications are used within the Works Information, the following interpretations and meanings shall apply:
- 4.3.2 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in the *Works Information* and the conditions of contract, the conditions of contract take precedence within the ECC contract.
- 4.3.3 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this paragraph 4.3 of the *Employer's Works Information* and specific statements contained elsewhere in C3.1 *Employer's Works Information*, the specific statements contained elsewhere shall prevail, without prejudice to the Project Manager's express duty to resolve any ambiguity or inconsistency in the *Works Information* under ECC Clause 17.1.
- 4.3.4 Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:
- Where the word or expression "Employer" is used, read "*Employer*";
- Where the word or expression "Contractor" is used, read "*Contractor*";
- Where the word or expression "Engineer" is used, read "*Project Manager*" or "*Supervisor*" as the context requires;
- Where the word or expression "schedule of quantities" is used, this is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein);
- 4.3.5 Within SANS 1200 A: GENERAL 2.3 DEFINITIONS, the following apply:
- "Acceptable. Approved (Approval)" is interpreted as either a *Project Manager* or a *Supervisor* communication or instruction in relation to Works Information compliance, consistent with the *conditions of contract* as the context requires;
- "Adequate" is deleted. The *Project Manager* notifies the *Contractor* where the *Contractor* has not complied with the *Works Information*;
- "Measurement and payment" and the further definitions contained within 6.3 c) are deleted. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein);
- 4.3.6 Within SANS 1200 A: GENERAL 2.6 APPROVAL, the following applies:
- "Approval" by either the *Project Manager* and/or the *Supervisor* is without prejudice to ECC Clause 14.1 and, inter alia, ECC Clauses 13.1, 14.3 and 27.1.
- 4.3.7 SANS 1200 A: GENERAL 2.8 ITEMS IN SCHEDULE OF QUANTITIES, is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein).
- 4.3.8 SANS 1200 A: GENERAL 3.2 STRUCTURES AND NATURAL MATERIAL ON SITE, applies only to the extent that it is consistent with paragraph 3.1.6 of C3.1 *Employer's Works Information*.
- 4.3.9 Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:
- Where the word or expression "Plant" is used, read "Equipment".
- 4.3.10 SANS 1200 A: GENERAL 7.2 CONTRACTOR'S OFFICES, STORES AND SERVICES, applies but the *Project Manager* resolves any inconsistency with statements included within paragraph 3.1.12 of C3.1 *Employer's Works Information*.
- 4.3.11 SANS 1200 A: GENERAL 3.1 SURVEY, applies only to the extent that it is consistent with paragraph 3.1.14 of C3.1 *Employer's Works Information*.
- 4.3.12 Within SANS 1200 A: GENERAL 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS, the following applies:
- Where the word or expression "specification" is used, read "*Works Information*".

- 4.3.13 SANS 1200 A: GENERAL 3.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES applies only to the extent that it is consistent with the specific statements made elsewhere in C3.1 *Employer's Works Information* and in any case and at all times consistent with the *conditions of contract*.
- 4.3.14 Within SANS 1200 A: GENERAL 5 TESTING, the following applies:
Where the word or expression "Engineer" is used, read "*Supervisor*".
- 4.3.15 SANS 1200 A: GENERAL 8 MEASUREMENT AND PAYMENT, is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein).
- 4.3.16 The principles, meanings and interpretation stated and established within paragraphs 6.3.1 to 6.3.15 with respect to SANS 1200 series and to SANS 1200 A: GENERAL equally apply to the other SANS 1200 specification references [state particulars of SANS 1200 used] used within this paragraph 6.3 of C3.1 *Employer's Works Information*.

4.4 Electrical & mechanical engineering works

- 4.4.1 Where SANS 10142 and/or SANS 10198 specifications are used within the Works Information, then where the term "Equipment" (or the like) is used with the meaning of installation and items left behind in the *works*, then please read this term as "Plant" for ECC defined term compliance.

5 List Of Drawings

5.1 Drawings issued by the *Employer*

Not applicable for this project.

SECTION 2

6 Management and start up

6.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick-off meeting	Once off at beginning of contract	Queens warehouse/ Building 223 Maydon wharf	<i>Project Manager</i> (and appropriate key persons) and <i>Contractor</i>
Progress Meeting and feedback	Monthly	MSOE/ Building 223 Maydon wharf	<i>Project Manager</i> (and appropriate key persons) and <i>Contractor</i>
Close out/ Hand over	Once off at end of the project	MSOE	<i>Project Manager</i> (and appropriate key persons) and <i>Contractor</i>

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

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

6.2 Documentation Control

In undertaking the '*Works*' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the 'Contractor Documentation Submittal Requirements' Standard included in Annexure 1 (refer DOC--STD-0001).

The *Contractor* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation.

6.3 Safety risk management

6.3.1 The *Contractor* complies with the following SMP:

All health and safety matters associated with the works will be dealt with in accordance with Occupational Health & Safety Act, 1993 (Act No. 85 of 1993) and the Transnet National Ports Authority Health and Safety Specifications contained in Annexure B to this Works Information.

6.3.2 The *Contractor* ensures that its Subcontractors comply with the requirements of the SMP.

6.3.3 The *Contractor* makes the SMP available to its employees and Subcontractors in the *language of this contract* and other local languages as required

6.3.4 The *Contractor* participates in a HAZOP upon the instruction and direction of the *Project Manager*.

- 6.3.5 The CM is responsible for health and safety on the Site and Working Areas and reports to the *Project Manager*.
- 6.3.6 The *Contractor* shall prepare, implement and administer the *Contractor's* Health and Safety Management Plan (CHSMP). The Health and Safety Management Plan must provide a systematic method of managing hazards and implementing control measures.
- 6.3.7 The *Contractor* must prepare and submit the Occupational Health & Safety file to the *Project Manager* for acceptance. The Safety file will then be submitted to the TNPA Legal & Compliance Department for approval before start of the works.

SHE File is to be kept on site at all times. The file as to contain amongst others, if applicable:

- Principal Contractors Organogram
- Letter Of Good Standing with Compensation Fund
- Notification Letter of Construction Work ~ Department Of Labour (If Applicable)
- Appointments
- Induction: Employees and Visitors: Staff Medical Certificates
- Principal Contractor's SHEQ Policy
- Health & Safety Plan, Integrated Legal Register, Client Specification
- Fall Protection Plan (If Applicable)
- Risk Assessments: Method Statements: Safe Operating Procedures
- Incidents / Accidents Register and Investigation Reports
- Health And Safety Training Records - Induction Records And Toolbox Talks
- Emergency Contact Telephone Numbers
- Business Continuity Plan Including Emergency Plan
- Documented Proof of Daily Toolbox Safety Talks/ DSTI
- Inspections Checklist
- All Registers
- Welfare Facilities
- Electrical Compliance
- Mandatary Agreement
- Communication Plan
- Training Records and Competency Certificates
- General (Section 37(2), Site Access Certificate)
- Environmental Management Plan

6.4 Environmental constraints and management

- 6.4.1 The *Contractor* complies with the following ENV-STD-001 Rev01 (CEMP):

The *Contractor* performs the *works* and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as more particularly described within the SES and PES.

The SES describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the *Contractor* observes and complies.

The PES may require higher minimal standards than those described in the SES as may be required by the *Project Manager* or Others.

The overarching obligations of the *Contractor* under the CEMP before construction activities commence on the Site and/or Working Areas is to provide an environmental method statement for a particular construction operation at the Site and/or Working Area by the *Contractor* and where requested by the CM and to comply with the following:

Where relevant, method statements, as detailed in the SES and PES, shall be provided by the *Contractor*. These include, but are not limited to, the following where applicable:

- Establishment of construction lay down area
- Hazardous and non-hazardous solid waste management
- Storm water management
- Contaminated water management
- Prevention of marine pollution
- Hydrocarbon spills
- Diesel tanks and refuelling procedures
- Dust control
- Spoil dumping
- Noise and vibration control
- Environmental awareness training
- Emergency procedures for environmental incidents
- *Contractor's* SHE Officer
- Closure of construction laydown area

The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the Induction Programme prior to commencing any work on Site. If new personnel commence work on the Site during construction, the *Contractor* shall ensure that these personnel undergo the Induction Programme and are made aware of the environmental specifications on Site.

Where applicable, the *Contractor* ensures that he appoints a suitably qualified Subcontractor, to be approved by the *Project Manager*, to undertake the "Removal of rare, endemic or endangered species". This appointment must be completed at least three weeks before commencement of any other work on Site.

The Protection of the Environment Form shall be signed and submitted to the CM within 14 days after the Contract Date.

Where required, one of the first actions to be undertaken by the *Contractor* shall be to erect and maintain a temporary fence along the boundaries of the Site and Working Areas as applicable, and around any no-go areas identified on the layout plans, to the satisfaction of the *Project Manager*.

The plant search and rescue (if applicable) must be undertaken and completed prior to any Site clearance or any other construction activity that may damage the vegetation can commence on Site.

The *Contractor* must appoint a sufficient number of named assistants to the CSHEO to monitor environmental issues e.g. litter, spills, illegal activities, fence patrol, dust etc. These appointments, along with details of the individuals being appointed and job descriptions, must be sent to the *Project Manager* for his approval.

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

A copy of the SES, and the relevant PES shall be available on Site, and the *Contractor* shall ensure that all the personnel on Site (including Subcontractors and their staff) as well as suppliers are familiar with and understand the specifications contained in the SES (as amended by the PES).

Method statements that are required during construction must be submitted to the *Project Manager* for approval at least 20 days prior to the proposed commencement of the activity. Emergency construction activity method statements may also be required. The activities requiring method statements cannot commence if they have not been approved by the *Project Manager*.

The method statements for Completion by the Contractor are contained within Annexures

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

The *Contractor* shall ensure that any Materials delivery drivers are informed of all procedures and restrictions (e.g., which access roads to use, no go areas, speed limits, noise, etc) required by the CEMP before they arrive at Site and off load any Materials.

The *Contractor* shall be responsible for rehabilitating and re-vegetating all areas to the satisfaction of the *Project Manager* as detailed in the SES and PES.

The *Contractor* shall clear and clean the Site and Working Areas and ensure that everything not forming part of the *works* is removed from the Site and Working Areas and that all rehabilitation has taken place in accordance with the PES. An Environmental Closure Certificate [has been issued by the SHEC and signed off by the *Project Manager*.

The Contractor complies with environmental inspections and audits as contained within Annexure ENV-STD

The *Contractor* makes copies of the CEMP, SES and PES available at the offices of the *Contractor* on Site. The *Contractor* ensures that all personnel on Site (including Subcontractors) are familiar with and understand the requirements of the CEMP.

6.4.2 The *Contractor* complies with the following SES:

The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of his activities and then prepare separate method statements describing how each of those impacts will be prevented or managed so that the standards set out in this document are achieved. These method statements will be prepared in accordance with the requirements set out in the CEMP.

To ensure that environmental issues are taken into account in the establishment of the Site offices and all other facilities on Site.

6.5 Quality assurance requirements

6.5.1 The *Contractor* shall have, maintain and demonstrate its use to the *Project Manager* (and/or the *Supervisor*) to satisfy the requirements of paragraphs 7.4, 7.5, 3.2.1 and 3.2.8 as appropriate) the documented Quality Management System to be used in the performance of the *works*. The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).

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

- Quality Plan for the contract;
- Quality Policy
- Index of Procedures to be used; and
- A schedule of internal and external audits during the contract

6.5.3 The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.

6.5.4 The *Project Manager* indicates those documents required to be submitted for either information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the *Project Manager* responding to documents submitted by the *Contractor* for review or acceptance within the *period for reply* prior to such documents being used by the *Contractor*.

6.5.5 The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the *Works Information*

6.5.6 The Quality Policy means statement that aligns with your organization's purpose and strategic direction, provides a framework for quality objectives, and includes a commitment to meet applicable requirements (ISO 9001, customer, statutory or regulatory) as well as to continually improve.

6.5.1 The Index of Procedures means the Contractor's systems for management of:

- a) Documentation Control
- b) Design Control
- c) Procurement

6.6 Programming constraints

- 6.6.1 The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of the [CEMP, SES, PES and SMP state others as required] as described under paragraph 2.4 of the Works Information, together with the associated environmental method statements.
- 6.6.2 The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of paragraph 6.3 H&S issues need to be highlighted on the programme, paragraph 2 design issues and potentially paragraph 7 procurement issues. Hopefully it is obvious that the Contractor has to show construction (paragraph 5) operations on the programme, but the Project Manager might require various mandatory statements (e.g.) in relation to Equipment design and/or assembly / dismantling.
- 6.6.3 The Contractor complies with the Employer's programme requirements and NEC requirements when he submits his first programme.
- 6.6.4 The *Contractor* presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy format and in soft copy format
- 6.6.1. The *Contractor* uses Microsoft Project for his programme submissions or a similar programme software package equivalent subject to the prior written notification and acceptance by the *Project Manager*.
- 6.6.5 The *Contractor* shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.
- 6.6.6 The *Contractor's* programme shows duration of operations in working days [please state here or by cross-reference elsewhere in C3.1 *Employer's* Works Information to normal hours of a working days and what is a normal working week].
- 6.6.7 The *Contractor's* programme shows the following levels:
 - Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
 - Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below
 - Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned a code. The *Project Manager* notifies any subsequent layouts and corresponding filters on revised programmes
 - Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the *Contractor* relating to all operations identified on the programme representing the daily activities by each discipline
 - A narrative status report, which includes status and performance of operations on the Site and Working Areas; status and performance of operations outside the Working Areas; manpower histograms; S-curve of overall progress; critical action items (top 10) and deviations from the Accepted Programme and action plan to rectify.
- 6.6.8 The *Contractor* shows on each revised programme he submits to the *Project Manager* a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the *Contractor*.
- 6.6.2. The *Contractor* submits programme report information to the *Project Manager* at weekly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.
- 6.6.9 The *Contractor's* weekly programme narrative report includes:
 - Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
 - 3-week Look ahead Schedule - showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
 - Manpower Histogram – reflecting actual, forecasted and planned activities
 - S-curves – reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned values as calculated by the detailed progress report.

6.6.10 The *Employer* (including the agents of the *Employer*) operates on Site during [either state specific calendar dates or timings when the *Contractor* has completed certain elements of the works etc].

6.6.3. Others operate on Site during the execution of the project.

6.7 Contractor's management, supervision and key people

6.7.1 The *Contractor* employs a CSHEO as a key person under ECC Clause 24.1

6.7.2 The CSHEO reports to the SHEC on the Site. The CSHEO ensures that the *works* (to include any part thereof) are subject to a prior environmental method statement(s) approved by the *Project Manager* and ensures that the CEMP is implemented by the *Contractor* in a timely and proper manner. The SCHEO provides the *Project Manager* with all environmental method statements.

6.7.3 The CSHEO tasks are:

Daily, weekly and monthly inspections of the Site and Working Areas [state specific distinguishing requirements per period]. The *Contractor* is referred to Annexure

Monitor compliance with the CEMP (to include the SES and PES) and the environmental method statements submitted to the *Project Manager*

- Reporting of an environmental incident to the *Project Manager*
- Attendance at all SHE meetings, toolbox talks and induction programmes
- Litter control and ensuring the *Contractor* clears litter from the Site and Working Areas; and
- Ensuring that environmental signage and barriers are correctly placed

The CSHEO submits daily, weekly and monthly checklists [state what format or include Annexure pro forma as necessary] to the SHEC.

6.7.4 The *Contractor* employs a CIRP as a key person under ECC Clause 24.1.

6.7.5 The CIRP is based on the Site and ensures that all reports and IR requests are submitted accurately and in a timely manner to the *Project Manager*.

6.7.6 The CIRP tasks are:

- Dedicated to human resources, industrial relations and any other *Contractor* employee related function;
- Resolve all human resources and industrial relations matters arising from the *Contractor's* employees;
- Represent the *Contractor* at all industrial relations meetings [state specific details within paragraph 6.1 management meetings of the *Works Information*];
- Represent the *Contractor* on the IRCC

6.7.7 The *Contractor* provides an Organogram of all his key people (both as required by the *Employer* and as independently stated by the *Contractor* under Contract Data Part Two) and how such key people communicate with the *Project Manager* and the Supervisor and their delegates all as stated at paragraph 6.5 of C3.1 *Employer's Works Information*.

6.8 Training workshops and technology transfer

6.8.1 The *Contractor* facilitates the following requirements for training workshops:

- A safety pre-mobilisation workshop
- A Contractor employee safety training programmes

6.8.2 The *Contractor* arranges for the following technology transfer to the *Employer*:

- The Contractor shall utilise local people for staffing up some of his requirements and shall ensure that there is adequate skills transfer taking place.
- Any other training as required by law or specifications referred to in this document

6.9 Insurance provided by the Employer

6.9.1 Insurance provided by the *Employer* is contained in the Contract Data – Part 1.

6.10 Contract change management

6.10.1 No additional requirements apply to ECC Clause 60 series.

6.11 Provision of bonds and guarantees

6.11.1 The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

6.11.2 The *Contractor* provides a bond or guarantee as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement for the ECC contract.

6.12 Records of Defined Cost, payments & assessments of compensation events kept by *Contractor*

6.12.1 The *Contractor* keeps the following records available for the *Project Manager* to inspect:

- Records of design employee's location of work (if appropriate);

6.13 The *Contractor's* Invoices

6.13.1 When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

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

6.13.3 The invoice states the following:

Invoice addressed to Transnet SOC Ltd;

Transnet SOC Limited's VAT No: 4720103177;

Invoice number;

The *Contractor's* VAT Number; and

The Contract number

The invoice contains the supporting detail.

6.13.4 The invoice is presented either by post or by hand delivery.

6.13.5 Invoices submitted by hand are presented to:

Transnet National Ports Authority

223 Maydon Road

Maydon Wharf

Durban

For the attention of the Project Manager.

The invoice is presented as an original.

6.14 People

6.14.1 Minimum requirements of people employed on the Site
South African Work Permits

6.14.2 The *Contractor* complies with the following PIRPMP

16.14.2.1 CONTRACTOR LIABILITY

- The *Contractor* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the *Contractor's* employees, which loss will include any indirect or consequential damages;
- The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's* employees shall take place on Transnet premises, whether owned or rented by Transnet.
- The *Contractor* shall give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.
- The *Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.
- The *Contractor* is required to develop a Contingency Strike Handling Plan, which plan the *Contractor* is obliged to update on a three-monthly basis. The *Contractor* must provide Transnet with this plan and all updates to the Plan. The *Contractor* is responsible to communicate with its employees on site details of the plan.

16.14.2.2 INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES

- In the event of any industrial action by the *Contractor's* employees, the *Contractor* is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.
- The *Contractor* warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the *Contractor's* employees.
- In the event of any industrial action by the *Contractor's* employees, the Contractor is obliged:
 - a. To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the *Contractor* is required to deliver the report at 8h30 each day.
 - b. The Industrial Action Report must provide at least the following information:
 - Industrial incident report,
 - Attendance register,
 - Productivity / progress to schedule reports,
 - Operational contingency plan,
 - Site security report,
 - Industrial action intelligence gathered.
 - c. The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.
 - d. The management of the *Contractor* is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.
- The resolution of any disputes or industrial action by the *Contractor's* employees is the sole responsibility of the *Contractor*.

- Access to Transnet premises by the *Contractor* and its employees is only provided for purposes of the *Contractor* delivering its services to Transnet. Should the *Contractor* and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will be deemed to be trespassing.

6.14.3 The *Contractor* complies with the requirements of the IRCC involving the engineering construction *Contractors* engaged (including all future *Contractors*) by the *Employer*

6.14.4 The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to IR issues are stated in the paragraphs following:

The PIRM is responsible for ensuring that the Contractor complies with the PIRPMP. The PIRM acts on behalf of the *Project Manager*.

6.14.5 The PIRM specific tasks are:

- To complete the PLA prior to the Contract Date; and
- To assign specific duties to the PSIRM.

6.14.6 The SIRM is responsible, *inter alia*, for day-to-day IR on the Site and Working Areas through the implementation of the PIRPMP. The SIRM reports directly to the PSIRM and the *Project Manager*.

6.14.7 The SIRM specific tasks are:

- To liaise with the Contractor prior to the commencement of construction activities (as per the Contractor's programme accepted by the Project Manager) with respect to IR issues under the SIP Please insert Annexure index within the Works Information Contents page

6.15 Plant and Materials

6.15.1 Quality

6.15.2 The *Contractor* provides Plant and Materials for inclusion in the *works* in accordance with SANS 1200A sub-paragraph 2.1, unless otherwise stated elsewhere in the *Works Information* provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this *Works Information* or as may be subsequently instructed by the *Project Manager*.

6.15.3 Where Plant and Materials for inclusion in the *works* originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.

6.15.4 The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.

6.15.5 Plant & Materials provided "free issue" by the *Employer*:

6.15.6 The *Employer* provides the following Plant and Materials for the *Contractor* to use in the *works*:
The *Employer* will not provide any plant and materials for the *Contractor* to use in the works

6.15.7 The Plant and Materials provided by the *Employer* are solely at the risk of the *Contractor* for inclusion in the *works*. The *Contractor* takes responsibility for ensuring the Plant and Materials do not contain a Defect(s) and are in compliance with the standards stated elsewhere in the *Works Information*.

6.15.8 The *Contractor* provides all other Plant and Materials necessary for the *works* not specifically stated to be provided "free issue" by the *Employer*.

6.15.9 *Contractor's* procurement of Plant and Materials

6.15.10 The *Contractor* performs the following with respect to Plant and Materials procured for the *works*:

Maintenance and security to plant and material

6.15.11 Spares and consumables

6.15.12 The *Contractor* provides all spares and consumables to the *Employer*.

6.16 Tests and inspections before delivery

6.16.1 The *Contractor* submits to the Supervisor details to certify that tests and inspections have been carried out on Plant and Materials by others which include:

- AIA
- INC

6.17 Marking Plant and Materials outside the Working Areas

6.17.1 The *Contractor* prepares and marks items of Plant and Materials outside the Working Areas

6.18 *Contractor's* Equipment (including temporary works).

6.18.1 The *Contractor* provides the *Project Manager* with all Equipment required for the execution of the *works*.

6.18.2 The Equipment category is subject to the following acceptance tests and inspections [by the *Project Manager* prior to using the Equipment on the Site and/or Working Areas.

PART C4: SITE INFORMATION

Document reference	Title	No of pages
	This cover page	1
	Site Information	2-3
	Total number of pages	3

PART C4: SITE INFORMATION

PART 4: SITE INFORMATION

Core clause 11.2(16) states

“Site Information is information which

- describes the Site and its surroundings and
- is in the documents which the Contract Data states it is in.”

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

1. Description of the Site and its surroundings

1.1. General description

The Maritime School of Excellence is located at 20 Langerberg Road, Bayhead in the Port of Durban. The School provides functional training to the Port Terminals to help them run efficient and effective operations. Courses include equipment training on a variety of cranes, such as ship to shore, rubber tyred gantry cranes, straddle carriers etc., liquid and dry bulk handling machinery, technical maintenance and cargo handling training.

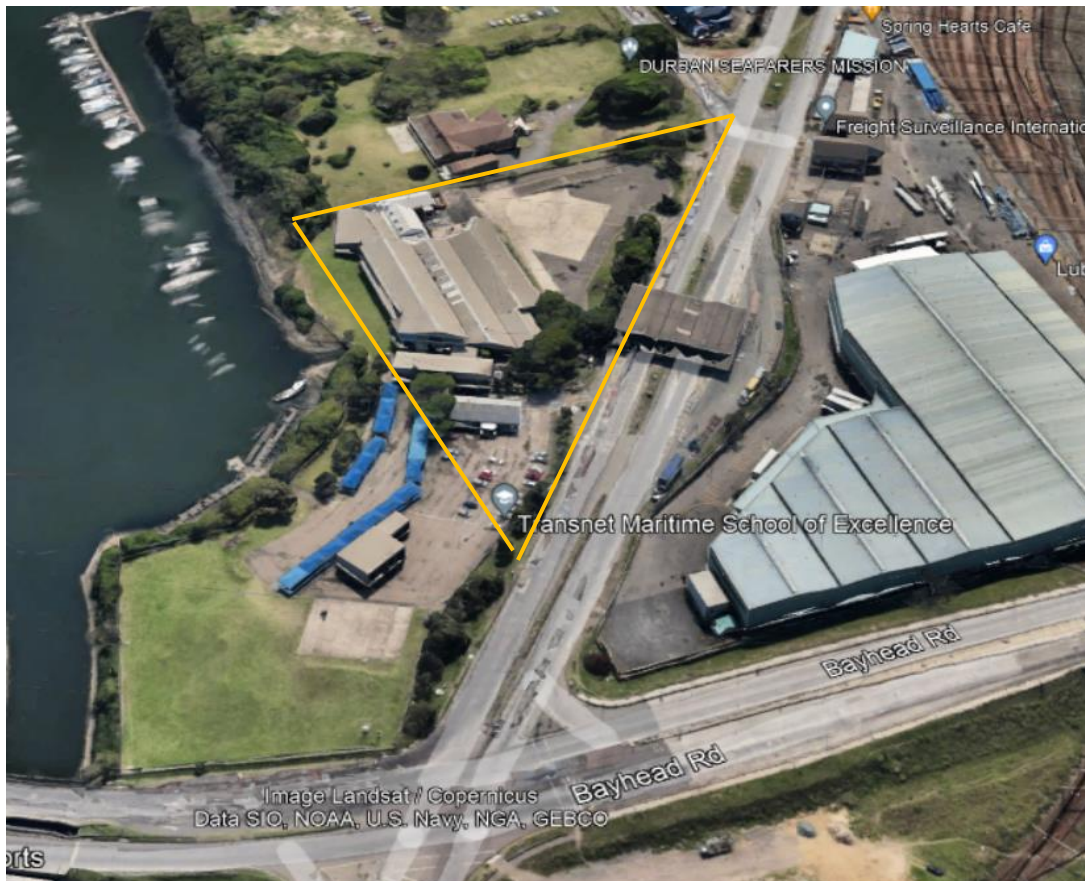


Figure 1: Location of the Maritime School of Excellence, 20 Langerberg Road, Bayhead

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

1.2.1 Description of the Building

The school consists of double storey and single storey bricked walls buildings with hipped roofs. The building is currently occupied by Transnet employees as office building and training facilities, and it will remain operational for the duration of the contract. The external surroundings consists of parking areas and other external buildings which are also operational. The Contractor shall allow for working under these conditions and exercise due care to avoid property damage.

1.2.2 Access to site

The access to site will be via langerberg road. Access to MSoE complex requires access permits which shall be obtained from TNPA security offices located at Bay Terrace Building. All costs incurred in providing construction personnel with access permits shall be borne by the Contractor. Access certificates will be arranged by TNPA Project Manager. Access to both sites is through Transnet security checkpoints. The contractor shall take into account the traffic congestion through these checkpoints into account when determining their transportation requirements.

1.2.3 Hot work permit

Hot work can create significant health and safety hazards that put workers, those around them, and the premises itself in danger. An Employer has a legal duty to ensure that risks in their workplace are assessed, controlled and monitored so that the employees remain safe from harm, including those from hot work. The Employer has identified the hazards during the risk workshop and implemented suitable controls to reduce the risks to as low as is reasonably practicable.

Where applicable, the contractor shall entail the obtaining of hot works permits in advance, in compliance with Occupational Health and Safety Act, 1993 and Construction Regulations, 2014. These shall be arranged by the Contractor with TNPA Fire department.

1.2.4 Site camp

An area will be made available for the establishment of a construction site camp. This will be pointed out at the site inspection. The Contractor may establish his offices, storage areas and batch plant within his site camp. Site camp security shall be the responsibility of the contractor.

The construction site camp shall be clearly sign posted as such and be compliant with the relevant prevailing safety regulations and restrictions until the Contractor has de-established the camp and this has been approved by the Project Manager or NEC ECC3 Supervisor

1.3. Hidden Services

All services are exposed and running on surface, critical IT network cabling and other power cabling are running on the floor slab, the Contractor will be required to protect the services including network cabling.

1.4. Other reports and publicly available information

1.4.1. Operations of the Site

The Port is exposed to extreme weather conditions such as high wind gusts and high humidity in summer. If there is any other information relevant to the execution of the project, the Project Manager will make it available to the Contractor to ensure successful execution.

The *Contractor* is to take cognisance of the Transnet employees occupying the workspace at the Maritime School of Excellence. The *Contractor* shall be deemed to have allowed in their tender for any additional cost to be involved due to the foregoing. The *Contractor* shall allow for working under these conditions.

Prospective *Contractor* shall attend the site inspection and acquaint themselves with the nature of the Works, the condition under which the work is to be performed, and the means of access to site, any limitations or other authorities and in general will all matters that may influence or affect the *Contractors*.

CIDB STANDARD FOR UNIFORMITY

ANNEXURE C

STANDARD CONDITIONS OF TENDER

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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

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

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

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

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

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

“HOW TO” GUIDE FOR BIDDERS

REGISTER ON ETENDER PORTAL

ACCESS TENDERS



Topics

- Tender Requirements
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- Register
- Sign in
- Registered user navigation
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- My Intent Submissions
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- Submit Tender Bid documents

To access the Transnet E-Tenders Portal, enter the following URL in your browser: transnetetenders.azurewebsites.net

Tender Requirements

To become a Transnet supplier, please respond to the tender requirements as stipulated. Ensure that all information is completed before submission with the requested documentation. Transnet will assess whether your business complies with certain preset standards which are required in order to supply certain items or services.

Publication of tender

When Transnet needs to procure goods, services or works, it does so through one of its procurement mechanisms, usually either an open tender process or a call for quotes. In addition to this website (Transnet SOC Ltd Tenders, Transnet Port Terminals RFQ/Tenders, Transnet Freight Rail Tenders), you can access National Treasury's eTender Publication portal:

www.etenders.gov.za or <https://registers.cidb.org.za/PublicTenders/TenderSearch> for construction tenders.

Regarding quotations, Transnet will normally approach at least 3 suppliers to quote for requirements or publish the requirement on this website and the eTender Publication portal.

Transnet does not have its own database of prospective suppliers. It makes use of National Treasury's Central Supplier Database (CSD). In order to be eligible to participate in Transnet's procurement processes, your company must be registered on the CSD. The CSD can be accessed on <https://secure.csd.gov.za/>.

Tender submission

Tenders must be placed in the prescribed tender box, or submitted electronically where instructed, at or before the closing time on the closing date. Late tenders will not be accepted.

Tender documents need to indicate contact details of person(s) who can be contacted regarding any clarification required.

Fake and fraudulent tenders (RFPs) and requests for quotation (RFQs) scams

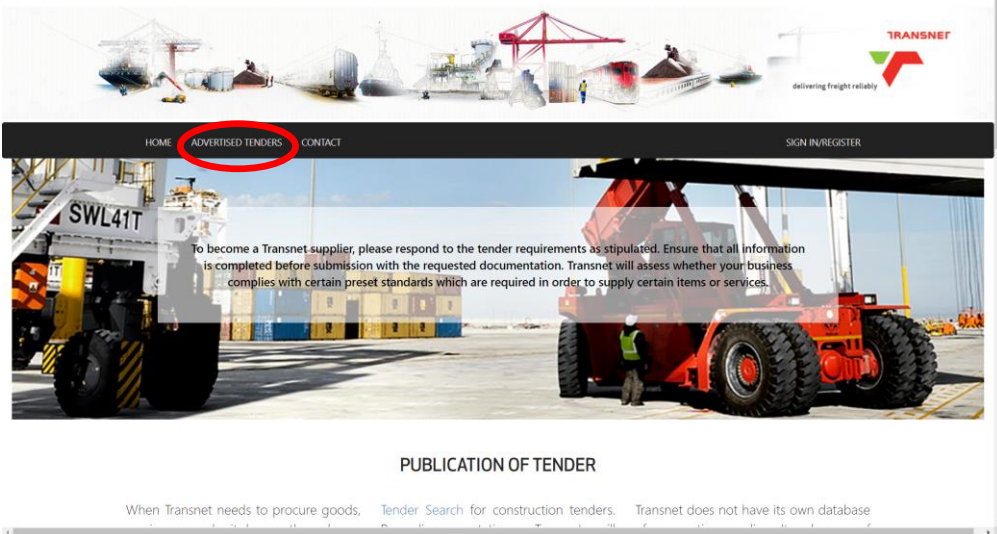
Prospective suppliers are warned that fraudulent Requests for Proposals and Quotations are sent to suppliers using the Transnet name and logo from time to time. Suppliers are advised to verify the authenticity of suspicious RFQs and orders by calling the respective Transnet Operating Division using the contact details listed below or on Transnet's website prior to responding to any RFQs or orders. Transnet will not be held liable for any delivery of goods for any fraudulent tenders or RFQs.

Division	Name	Email Id	Telephone No
TPT	Sindile Mxunyelwa	sindile.mxunyelwa@transnet.net	031 308 8389
TFR	Prudence Nkabinde	prudence.nkabinde@transnet.net	011 584 0821
TE	Nompilo Dlamini	tendercomplaints.transnetengineering@transnet.net	012 391 1374

- eTender Links
- Transnet SOC Ltd Tenders
 - Transnet Port Terminals RFQ/Tenders
 - Transnet Freight Rail Tenders

Advertised Tenders

1. Click on the **ADVERTISED TENDERS** link to view all published tenders



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



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2. On the list of advertised tenders, click on the **View Details** button to view tender information

Open TendersOther Tenders

Show▼entriesSearch:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/01/0012/RFQ	QA Public RFQ	APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)		1/26/2022 12:00:00 AM	Open	View Details
TP/2022/01/0014/RFS	QA Public RFS	Tender for the repair and maintenance of swimming pools, and the supply, delivery, installation and commissioning of accessories: three-year period, as and when required		1/26/2022 8:00:00 AM	Open	View Details
TFR/2022/01/0012/RFI	QA Public RFI	SUPPLY AND DELIVERY OF RESEARCH / LABORATORY CONSUMABLES	1/26/2022 8:00:00 AM	1/26/2022 10:00:00 AM	Open	View Details
TCC/2022/01/0011/RFQ	QA RFQ for Performance Testing	QA RFQ for Performance Testing		12/31/2022 12:00:00 AM	Open	View Details
TPT/2022/01/17/RFP	QA RFQ for Performance Testing 2	QA RFQ for Performance Testing 2		12/31/2022 12:00:00 AM	Open	View Details

Showing 1 to 5 of 9 entriesFirstPrevious12NextLastActivate

3. Click on the **Attachment** link to view documents attached to the tender

TRANSNET E-TENDERS

Tender Reference Number	T/89
Description	Cabling Tender
Tender Type	RFP
Contact Person	Kgotso Lesiba
Contact Person Email Address	KgotsoL@globalcomputing.co.za
Date Published	1/1/0001 12:00:00 AM
Closing Date	1/1/0001 12:00:00 AM
Briefing Date And Time	1/1/0001 12:00:00 AM
Briefing Details	TBA
Location Of Service	Transnet
Name Of Institution	TNPA
Tender Category	Services
Tender Status	Active
Tender Type	RFP
Attachments	test.pdf

Register

1. Click on the **SIGN IN/REGISTER** link on the Transnet E-Tenders landing page

HOMEADVERTISED TENDERSCONTACTSIGN IN/REGISTER


To become a Transnet supplier, please respond to the tender requirements as stipulated. Ensure that all information is completed before submission with the requested documentation. Transnet will assess whether your business complies with certain preset standards which are required in order to supply certain items or services.

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2. Enter your email address and click on the **Send Verification Code** button.

Cancel



Email Address

Send verification code

New Password

Confirm New Password

Given Name

Surname

Organization Name

Organization Type

Organization Type

4. Verification notification is displayed. Complete all other fields.

E-mail address verified. You can now continue.

dmkwilliams@gmail.com

Change e-mail

New Password

Confirm New Password

Given Name

Organization Name

Surname

Central Supplier Database Number

Company Registration Number

Country/Region

Country/Region

Secondary Email Address

3. Enter the verification code received via the email address provided then click on the **Verify Code** button

Verification code has been sent to your inbox. Please copy it to the input box below.

dmkwilliams@gmail.com

731564

Verify code

Send new code

New Password

Confirm New Password

Given Name

Organization Name

Surname

5. Click on the Create button

Test info

Country/Region

South Africa

Test info

Test info

Test info

Test info

Test info

Test info

Create

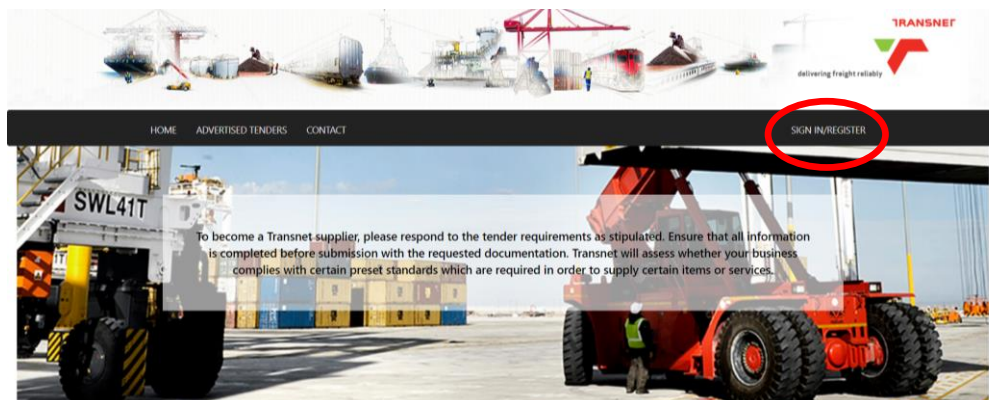


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Sign In

1. Click on the **SIGN IN/REGISTER** link on the Transnet E-Tenders landing page



2. Type the email address you entered and the password you created during registration and click on the **Sign In** button

Sign in with your email address

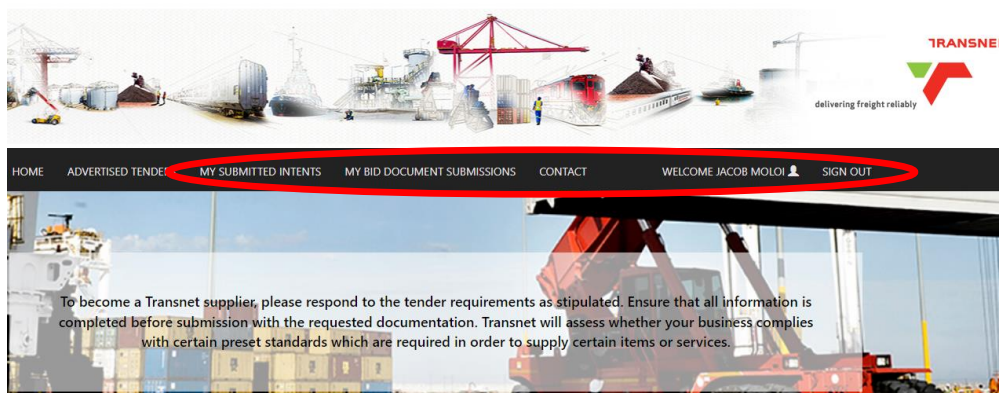
[Forgot your password?](#)

Don't have an account? [Sign up now](#)

Restricted tenders can only be accessed if you SIGN IN using the same email address that you were invited to. The tender will not be visible if you are using a different email address

Registered user navigation

1. Take note of the additional menu options available once you've registered. You are now able to Submit and intent by clicking on the **Advertised Tenders** menu option to view published tenders.



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View Tender Details

1. Click on the **View Details** button to view tender information

Open TendersOther Tenders

Show▼ entriesSearch:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/01/0012/RFQ	QA Public RFQ	APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)		1/26/2022 12:00:00 AM	Open	<div>View Details</div>
TP/2022/01/0014/RFS	QA Public RFS	Tender for the repair and maintenance of swimming pools, and the supply, delivery, installation and commissioning of accessories: three-year period, as and when required		1/26/2022 8:00:00 AM	Open	<div>View Details</div>
TFR/2022/01/0012/RFI	QA Public RFI	SUPPLY AND DELIVERY OF RESEARCH / LABORATORY CONSUMABLES	1/26/2022 8:00:00 AM	1/26/2022 10:00:00 AM	Open	<div>View Details</div>
TCC/2022/01/0011/RFQ	QA RFQ for Performance	QA RFQ for Performance Testing		12/31/2022 12:00:00 AM	Open	<div>View Details</div>

Submit Intent to Bid

1. As a registered user, more details about the tender will be available. From this page you are able to view all the attachments and **Log An Intent To Bid** by clicking on the slider button.

Tender Details

Tender Reference Number

TE/2022/01/0012/RFQ

Name Of Tender

QA Public RFQ

Description

APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)

Tender Type

RFQ

Contact Person

Sonwabile Mtatyana Transnet Corporate Johannesburg

Contact Person Email Address

Sonwabile.Mtatyana@transnet.net

Date Published

1/19/2022 1:51:25 PM

Closing Date

1/26/2022 12:00:00 AM

Briefing Date And Time

Briefing Details

Location Of Service

Carlton Centre

Name Of Institution

TE

Tender Category

Goods

Briefing Session

Closing Date

1/26/2022 12:00:00 AM

Attachments

Excel File.xlsx

JPEG File.jpg

PDF File.pdf

PNG File.PNG

PowerPoint File.pptx

Text File.txt

Log An Intent To Bid

Activate V
Go to Setting

2. A notification will be displayed informing you that your **intent has been successfully submitted**.

Intent to Bid

Your request to log an intent to bid has been succesfully submitted.

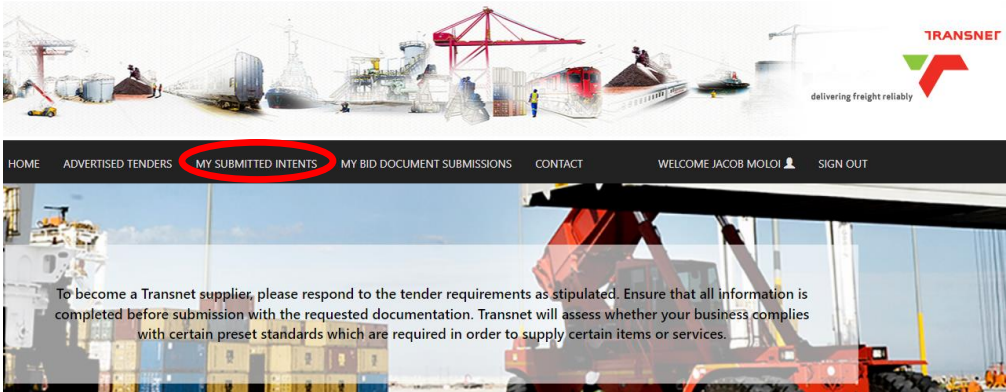
Close

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View Intent Submissions

1. On the landing page, click on the **My Submitted Intents** menu option.



2. From the list of submitted intents, click on the **View Details** button to view details about the item.

MY SUBMISSION INTENTS

Show 10 entries

Search:

Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TCC/2021/12/0003/RFQ Non-Technical	Test Non Tech Tender QA At 12	Test Non Tech Tender QA At 12		12/23/2021 1:00:00 AM	View Details
TE/2021/12/0003/RFQ	test creation from app	tet		12/31/2021 12:00:00 PM	View Details
TE/2021/12/0004/RFQ	Test Approval Thulani	Test		12/10/2021 12:00:00 AM	View Details
TE/2022/01/0012/RFQ	QA Public RFQ	APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)		1/26/2022 12:00:00 AM	View Details
TNPA/2021/12/0003/RFQ	Test Tender For Jacob	Test Tender For Jacob	12/6/2021 2:00:00 AM	12/8/2021 12:00:00 PM	View Details
TP/2021/12/0002/RFQ	QA Tender 10 - to be cancelled after it has been published	QA Tender 10 - to be cancelled after it has been published	12/7/2021 9:00:00 AM	12/28/2021 9:00:00 AM	View Details
TP/2021/12/0006/RFQ Non-Technical	App-Register new Non-Technical RFQ Tender with no briefing details-Mod	App-Register new Non-Technical RFQ Tender with no briefing details-Mod		1/20/2022 8:00:00 AM	View Details

3. Details and attachments can be viewed on this page. You can also **Ask for Clarity** (submit a query) from this page.

SUBMISSION INTENT DETAILS

Tender SummaryAsk For ClaritySubmit Tender Documents

QA Public RFQ
TE/2022/01/0012/RFQ

APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)

Briefing Session

Closing Date
1/26/2022 12:00:00 AM

Attachments

Excel File.xlsx

JPEG File.jpg

PDF File.pdf

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- Submit Tender Bid documents

Ask for Clarity (Submit Query)

1. On the Submission Intent Details pate, click on the **Ask for Clarity** tab.

SUBMISSION INTENT DETAILS

Tender Summary

Ask For Clarity

Submit Tender Documents

QA Public RFQ

TE/2022/01/0012/RFQ

APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)

Briefing Session

Closing Date

1/26/2022 12:00:00 AM

Attachments

Excel File.xlsx

- Under 'Submit Queries Below' type your questions in the fields.
2. Click on the **Delete (trash can)** button to delete a field (row)
 3. Click on the blue **Add (+)** button to add another field (row)
 4. Click on the **Submit All Questions** button.

SUBMISSION INTENT DETAILS

Tender Summary

Ask For Clarity

Submit Tender Documents

Submit queries below

Q1

Q2

Q3

Submit All Questions

Cancel

Briefing Session

Closing Date

1/26/2022 12:00:00 AM

Attachments

Excel File.xlsx

JPEG File.jpg

PDF File.pdf

PNG File.PNG

PowerPoint File.pptx

5. Under the 'Ask for Clarity' tab, you will also be able to view responses from Transnet.

Tender Summary

Ask For Clarity

Submit Tender Documents

Q3

No Response From Transnet

Q1

No Response From Transnet

Briefing Session

Closing Date

1/26/2022 12:00:00 AM

Attachments

Excel File.xlsx

JPEG File.jpg

6. At the bottom of the screen you can **add additional questions**

Submit queries below

Submit All Questions

Cancel

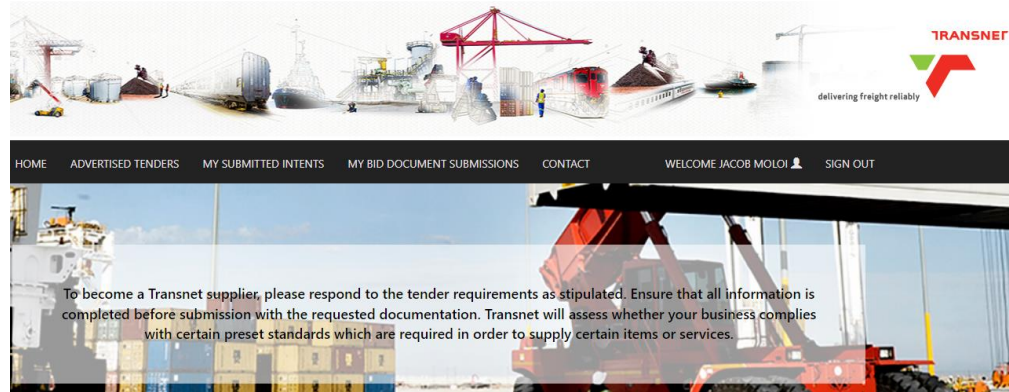


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Environmental Management Plan (EMP) documents

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Port of Durban EMP Guidelines

(Construction, Operational & Decommissioning)

Transnet National Ports Authority – Port of Durban

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Preface

The Environmental Department (HQ) started to develop an Environmental Management Framework (EMF) to incorporate environmental management within TNPA processes. Through this process, it was realized that this sectorial approach was not the most adequate to implement sustainable development within TNPA core business. The decision was then taken to adopt a more integrated and comprehensive approach to address sustainability challenges within TNPA. This strategic shift is the rationale behind the development of a Sustainability Management Framework (SMF).

The SMF purpose is to indicate and clearly depict how and where intervention is required into internal business unit process in order to effectively address sustainability related matters and provide guidance to achieve the sustainable development objectives of the Transnet National Ports Authority.

Abbreviations:

1. **SMF** : Sustainability Management Framework
2. **EMS** : Environmental management System
3. **EMP** : Environmental Management Plan/Program
4. **CEMP** : Construction Environmental Management Plan
5. **OEMP** : Operations Environmental Management Plan
6. **DEMP** : Decommissioning Environmental Management Plan
7. **Enviro** : Environment/Environmental
8. **SEA** : Strategic Environmental Assessment
9. **EIA** : Environmental Impact Assessment
10. **ES** : Environmental Specification
11. **DEA** : Department of Environmental Affairs
12. **DWA** : Department of Water Affairs

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1. Introduction

Most of the global environmental assessment practice appears to be directed at the scoping and assessment stages of EIAs. The mitigation, monitoring and management components of EIAs receive less attention. Attention is now being focused on the need to demonstrate that impacts can be monitored and managed. The EMP is recognized as the tool that can provide the assurance that the project proponent has made suitable provision for mitigation. The EMP is the document that provides a description of the methods and procedures for mitigating and monitoring impacts. The EMP also contains environmental objectives and targets which the project proponent or developer needs to achieve in order to reduce or eliminate negative impacts.

The EMP document can be used throughout the project life cycle. It is regularly updated to be aligned with the project progress from construction, operation to decommissioning. EMPs provide a link between impacts predicted and mitigation measures specified in the EIA report, or risk assessment and the implementation and operational activities of the project. EMPs outline the environmental impacts, the mitigation measures, roles and responsibilities, timescales and cost of mitigation. Three broad categories of EMPs can be recognized in the project lifecycle. They are the construction phase EMP, operational phase EMP and decommissioning EMP. The main objectives of these EMPs are all the same, namely to:

- Identify the possible environmental impacts of the proposed activity; and
- Develop measures to minimize, mitigate and manage these impacts.

The difference between these EMPs is related to the difference in mitigation actions required for the different stages of the project life cycle.

The development and implementation of a successful EMP has benefits beyond merely meeting legal obligations. EMPs are not just required for developments and projects that have undergone an EIA but according to NEMA all activities and development affecting the environment in a negative way must have an EMP. An EMP also contributes to environmental awareness of the workforce and empowers and educates employees on the importance of protecting the environment against possible negative impacts.

2. EMP Development

It is the stated goal of Transnet National Ports Authority (TNPA) to implement sustainable environmental management practices within all South Africa's commercial ports. This applies to the planning, design, construction, operation, restoration, reuse and decommissioning activities and the development of port related infrastructure.

These guidelines indicate the matters that should be considered in preparing construction and operational environmental management plans (EMPs). These guidelines are not definitive but provide guide to the basic requirements for EMPs.

It is important to note that all development undertaken on port land will require a construction, operational and decommissioning EMP. All these documents will be captured within the lease agreements signed between the parties. With regards to the decommissioning EMP, it might not be possible and necessary for it to be formulated and submitted for approval at initiation of project but at a reasonable timeframe (e.g. 6 months-short term leases, 2 years long term leases) before decommissioning and vacation of land or infrastructure. The scope and terms of reference can however be agreed upon signing of the lease. An EMP should always be prepared specifically for the location where the development occurs, having regard to the specific nature of the development activities.

Generic and non-site-specific EMPs will not be accepted. Depending on the nature of construction and operation of the proposed development, technical information may need to be provided. Specialised consultants may need to be engaged to prepare this information.

It is important that anyone requiring or preparing an EMP consider consulting with the Environmental Staff of the Transnet National Ports Authority of South Africa (TNPA). This will allow timely assessment of the EMP and prevent delays as well as submission of unnecessary information. The organization may also be able to assist you in preparing your EMP or have information that you need.

3. Environmental Impact Assessments (EIAs)

EIAs are required for certain types of developments in terms of the Environmental Management Act (Act 109 of 1998) as amended in GNR 385,386 and 387. This set of legislation lists some activities that are subject to the EIA process. Examples of some of these activities are construction in a sensitive area, development of structures below the high water mark e.g. quays, moorings, breakwaters, etc.

The National Environmental Management Act (NEMA) also requires that all construction or development works be accompanied by an EMP irrespective of the nature and scale, so even if an activity does not feature in the ECA's listed activities, it still requires environmental controls to be in place. These CEMP or method statements can also be sent to the Dept. of Environmental Affairs for approval.

4. Construction EMPs

4.1 Background

A construction EMP (CEMP) is a practical and achievable plan of management to ensure that any environmental impact during the construction phase is minimized. The CEMP is accompanied by Method Statements which depicts or describes mitigation measures for their proposed operational methods. In preparing a CEMP, consideration should be given to the issues discussed below. The CEMP must be site specific and detail measures that will be employed on the site to minimize any

adverse environmental impact. Importantly, the CEMP must include a 'schedule of works' indicating the timing of the construction activity.

For construction and development activities which are initiated by TNPA itself a Construction Environmental Specification (ES) will be compiled. These ESs incorporate specifications, together with guidance for 'good environmental practice' for construction work. It will be prepared by the TNPA Environmental Department which will be responsible for the preparation of tender documentation for the construction of infrastructure. The successful contractor will then be required to submit a CEMP to TNPA to indicate how they intend meeting the TNPA requirements, as stipulated in the ES. In essence this ES will act as the EMP which then indicates the environmental requirements that will need to be met in undertaking the works. The complexity and detail of the ES will vary, based on the nature and scale of the project. In some cases this ES can also be drawn up by independent consultants or alternatively sent for external review.

For construction activities based on application or proposal from an external client or tenant this guide will aid contractors in drawing up an EMP in line with the requirements of TNPA. As mentioned before the EMP must be specific to nature and scale of development as well as be accompanied by an EMP for the operational phase (OEMP). More of the operational EMP (OEMP) will be discussed further in the document.

4.2 Purpose

The purpose of the CEMP is to ensure good environmental management practices are undertaken with all works done in the port and that minimal impact is inflicted on the environment. It also ensures adherence to TNPA Environmental Policy, legislative requirements and those objectives from Strategic Environmental Assessments (SEAs) are met together with the conditions of EIA RoDs, where applicable.

The CEMP should specify all potential environmental impacts, control measures, performance criteria, and mitigation strategies, together with relevant monitoring and reporting procedures.

Annexure 1

These guidelines present an example of a CEMP (only partially). It is not mandatory to use this format; however, it may be used as a guide and demonstrates the type of issues that may need to be addressed on a specific project. Some guidance on the key environmental issues to be addressed can be found in Fig 1.5. In addition, any contingency plans for unforeseen circumstances or impacts that may arise needs to be included in the CEMP.

The CEMP is a dynamic document, which may be subject to change or modifications as a result of site developments or changes on site.

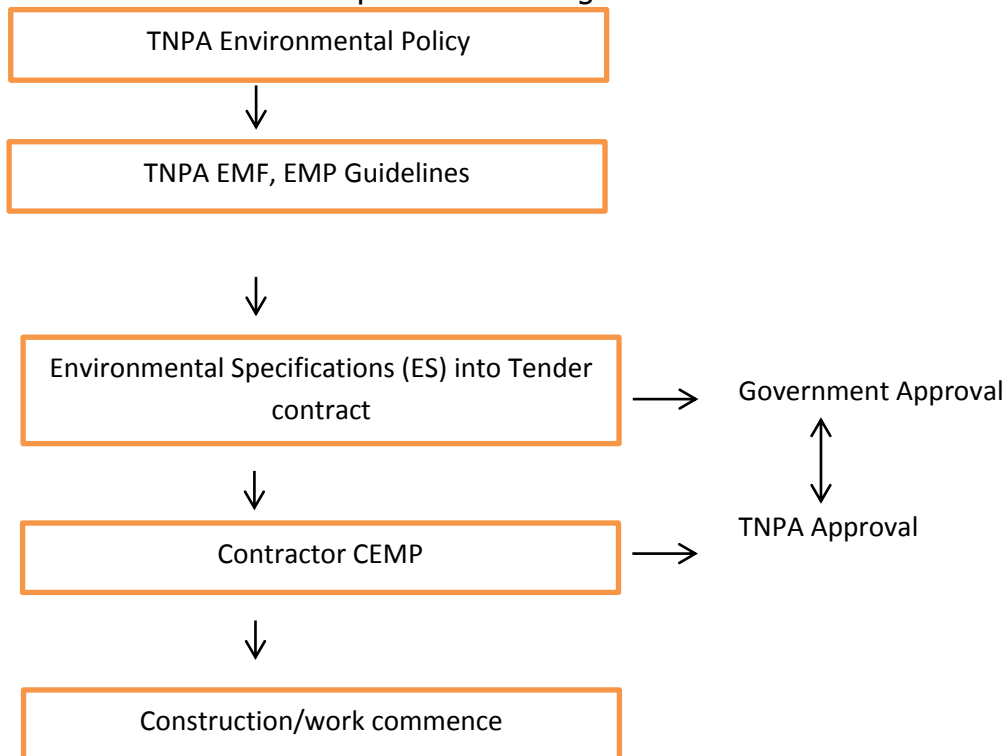


Fig 1.3 TNPA CEMP approval tree for construction and development activities which are initiated by TNPA.

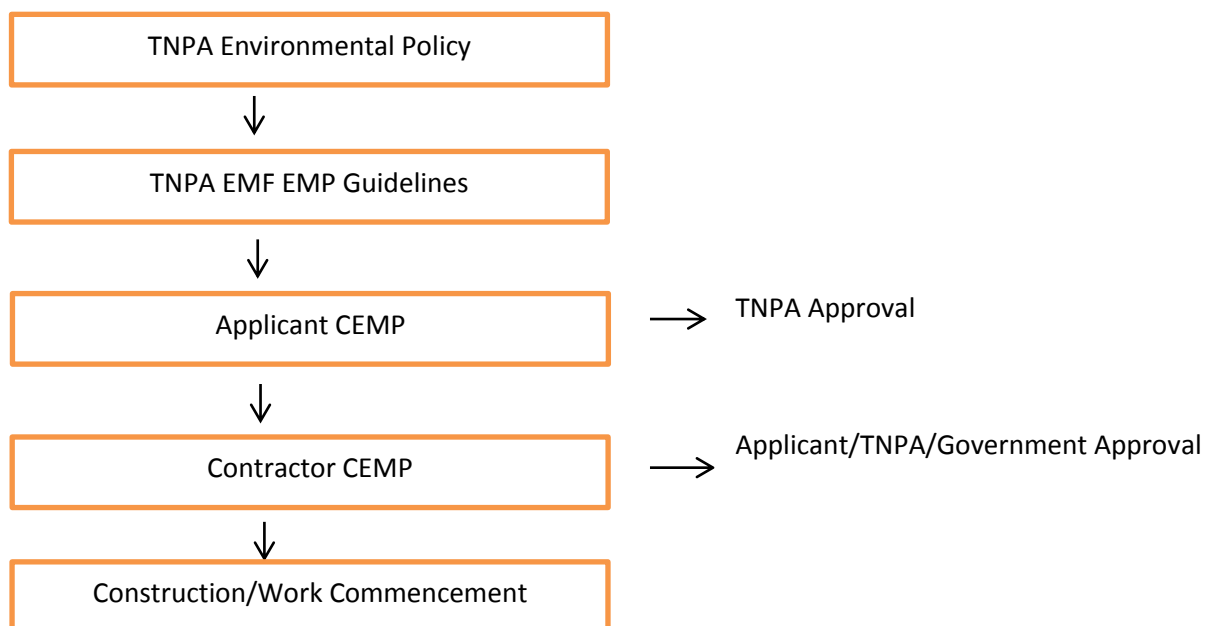


Fig 1.4 TNPA CEMP approval tree for construction activities based on application or proposal from an external client or tenant.

4.3 Implementation

No construction activities can commence on port property until a CEMP has been accepted in writing by TNPA. Furthermore, no work can commence on the site until the 'pre-start site inspection' has been held on site or appropriate agreement has been reached with the Port's Environmental Department. Ideally, a CEMP will be submitted with the development application; however, where contractors have not been appointed at the time of making the development application, the requirement for a CEMP will be a condition of approval, which will require the document to be lodged at least one week prior to the planned construction commencement date.

4.4 Structure of the CEMP

The following sections detail the various components of the CEMP. The level of detail required is, however, dependent on the size and nature of the development, and the sensitivity of the surrounding environment.

4.5 Introduction

- This should include an overview of proposed works, the scope of the development and the layout of the works site, including size and location. It should contain site-specific details, such as:
- The address and real property description of the site;
- Details of the developer/contractors, and key groups or individuals who may be associated with the project; and
- Details of the type and duration of the construction phase.

Table 1: A summary of key environmental issues associated with the works at the site should be presented.

Key Environmental Issues	
<ul style="list-style-type: none"> ➤ METHOD STATEMENTS ➤ GENERAL SITE PROCEDURES ➤ Demarcation of Environmentally Sensitive Areas ➤ Location of camp and depot ➤ Demarcation of the site ➤ Access and traffic control ➤ Toilets ➤ Domestic waste water 	<ul style="list-style-type: none"> ➤ Materials use, handling, storage and transport ➤ Emergency procedures ➤ Social issues SITE CLEARANCE ➤ Removal of endemic and endangered species ➤ Removal of top soil ➤ Stabilisation of steep slopes

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<ul style="list-style-type: none"> ➤ Refuse ➤ Dredging ➤ Protection of the fauna and flora ➤ Defacement of natural features ➤ Protection of archaeological and paleontological sites ➤ Effluent and storm water management ➤ Seawater turbidity levels ➤ Dust control ➤ Noise control ➤ Underwater (and other) blasting 	<ul style="list-style-type: none"> ➤ Removal of alien vegetation <p>SITE REHABILITATION</p> <ul style="list-style-type: none"> ➤ Scoping ➤ Landscaping and preparation for re-vegetation ➤ Seeding <p>MANAGEMENT AND MONITORING:</p> <ul style="list-style-type: none"> ➤ General inspection and monitoring ➤ Scientific monitoring ➤ Environmental awareness training/inductions ➤ Documentation ➤ Incentives and penalties ➤ External audit ➤ MEASUREMENT AND PAYMENT
---	---

The role of this section is to identify those areas, issues or values that may be impacted by the development. Risk assessment methodologies can be used to assess the potential environmental impacts, and prioritize preventative and remedial management strategies or actions.

4.5.1 Summary of Key Environmental Issues

A summary of key environmental issues associated with the works at the site should be presented (Table 1). Issues to be covered may include:

- Erosion and sediment control (including wind and water erosion, depending on the environment)
- Acid sulphate soil management
- Water-quality management
- Waste management
- Air-quality management (dust and vehicle emissions)
- Historical or cultural heritage
- Noise management
- Flora and fauna
- Land contamination

The role of this section is to identify those areas, issues or values that may be impacted by the development. Risk assessment methodologies can be used to assess the potential environmental impacts, and prioritise preventative and remedial management strategies or actions. The erosion and sediment-control management plan should also pay attention to the management of existing gully inlets downstream of the construction site.

4.5.1 Management responsibilities

This section should outline tasks associated with the development and implementation of the CEMP, and nominate the responsible staff members. It may include the roles and responsibilities of the following people:

- Project Manager
- Site Supervisor
- Project Engineer
- Site Foreman
- Site SHE Officer/Manager
- Employees (and sub-contractors)

4.5.2 Monitoring & Reporting

This section outlines the key elements to be monitored and reported over the duration of the project, including the maintenance period. These may include Environmental Audits, Environmental complaints and corrective action reports and register, and scheduled inspections by TNPA and government officials.

The CEMP is to acknowledge that a '*pre-start inspection*' meeting is to be held – to ensure the approved CEMP, including the specified environmental controls for the site, is understood by all parties (contractors/developers/TNPA etc.). Additionally, the TNPA may also conduct audits throughout the construction phase as follows:

- '*project half complete inspection*' – to ensure work is being carried out in accordance with the approved CEMP;
- '*pre-completion inspection*' – to ensure all parties are clear on what will occur in the final stages of the construction work and what environmental issues are to be addressed; and
- '*project completion inspection*' – to ensure work has been completed in accordance with the approved CEMP and that no other matters require further work.

TNPA staff may also conduct spot inspections at any time during the project.

4.5.3 Key Management Plans

For each issue identified, key management plans should be prepared. These can be presented in tabular format (refer **Annexure1**), which outlines:

- The management requirement;
- The action required to address the management requirement;
- The responsible person undertaking the action
- The timing for completing the action.

The CEMP provides the framework for managing environmental issues on the site during the construction phase. TNPA actively monitors (audits) the performance of the CEMP through site inspections and detailed environmental audits. The CEMP therefore forms part of the contract obligation since the EMP Guidelines and ES will accompany the tender and contract documentation.

4.5.5 Site Plan

A site plan must be attached to the CEMP. The plan should detail the spatial location of any proposed key developments on the site (building structure etc.), natural features (waterways, sensitive vegetation etc.), and any environmental control measures, e.g. erosion controls. A copy of this plan should be displayed at the site office at all times, and be updated and amended as works progress.

5. Operating EMPs

5.1 Introduction

An Operational Environmental Management Plan (OEMP) is focused on sound environmental management practices, which will be undertaken to minimize adverse impacts on the environment through normal operation of the facility. In addition, an OEMP identifies what measures will be put in place or will be required to manage any incidents and emergencies that may occur during the operation of the facility.

All activities undertaken on Port property require OEMPs as part of the TNPA lease agreement. The OEMP will be assessed as part of the lease adjudication process and forms an integral part of the lease agreements to be undersigned between TNPA and tenants of the Ports. Where the development involves an Environmental Impact Assessment (EIA) and approval of the OEMP might be undertaken National or Provincial government, Departments of Environmental Affairs (DEA).

An OEMP can also form the basis for an Environmental Management System (EMS) to be implemented both if development is to be undertaken with a construction phase before operations as well as when within existing infrastructure. TNPA encourages the implementation of an EMS based on the principles of the ISO 14001 international standards. A broad overview and implementation schedule needs to be provided in advance.

5.2 Mandatory Information

All information listed below is mandatory for an OEMP. If the OEMP forms part of a development application, most of the information below will be included in any case.

Note that the applicant will typically be the entity undertaking construction or the entity undertaking the activity on site once it has been constructed. All applicants will also not necessarily be developing on port land but may also utilize existing infrastructure, in this case an OEMP and EMS outline must still be submitted in the prescribed format.

Information that must be provided about the proposal and associated OEMP includes:

- A real property description of the subject land;
- The postal address of the subject site (where possible);
- Full name and postal address of the applicant;
- The applicant's company name where applicable);

- Details of the activities that are to be undertaken and how activities will be managed;
- A scaled (dimensional) site plan (concept), including buildings, structures, drains and other site features relevant to the OEMP;
- Plans (concept) showing the proposed locations of all discharge and emission points to the environment, including where air, noise, liquids, dust, wastewater, smoke, vapours and any other contaminants are emitted; and
- Specific details and design of individual components/devices (such as dust/emission/odour extractors, waste water treatment facilities, etc.).

Note that as much information as possible should be included in a plan. Using a plan clearly indicates the site-specific features as they are to be located on the site. A report should accompany the plans to complete the information required for review of the OEMP.

5.3 Detailed description of the proposed activity

It is essential that the applicant includes detailed description of the proposed activity in the OEMP, as it may form the basis for any licensing/permit conditions that may be requested by the organization or government departments, e.g. Dept. of Environmental Affairs (DEA), Dept. of Water Affairs (DWA), etc.

The description to include information on:

- Processes being undertaken and any emissions associated with the activity;
- Plans of the site and surrounding area, and location of any discharge points;
- Any nearby activities or environmental attributes that may be of relevance to the activity;
- An outline of the proposed operations and activities, including transport movements; and
- An assessment of risks and hazards, and measures to minimise these.

5.4 Details of any (actual & potential) emissions or other wastes and contaminants

This section is to provide details of the scale, intensity and regularity of actual and potential emissions expected as part of normal operations. Information that should be provided includes:

- Quantity, regularity, concentration and description of actual and potential emissions and contaminants;
- The name and exact location of equipment giving rise to such discharges and emissions;
- The name and exact location of equipment used in the processing, reprocessing, treatment and/or discharge of wastes (on and off site);
- Treatment, recycling and/or reprocessing either on or off site; and
- Disposal and/or storage on or off site.

5.5 Site Environmental Induction

All personnel entering or working in the site must receive an induction covering all relevant environmental, safety, health and security issues. The extent of the induction should be based on the length of time for which the person will be on site, the activities that they will be undertaking and the risks to which they will be exposed. In particular, the induction must provide information on known environmental risks relating to site activities and site emergency plans. No person will be issued with Port access permits unless proof of induction is provided.

5.6 Environmental Complaints

An OEMP must address how any complaints relating to the operation are to be managed. An OEMP can include details of:

- The system for recording complaint details, including time, details of complainant, complaint specifics and follow up action;
- Investigation of environmental complaints;
- Notification of the relevant person or entity that complaints have been received; and
- Registration of complaints, including details of measures undertaken to satisfactorily address the complaint.

5.7 Environmental Incidents

An OEMP must detail how any environmental incidents are to be recorded and managed. Such detail must include:

- The requirement to immediately take appropriate action, such as the use of spill response kits;
- The process for informing the relevant persons and/or authorities (preferably in the Dept. of Environmental Affairs prescribed manner.)
- The recording and investigation of all incidents as part of the OEMP;
- The reports prepared and circulated on the investigation; and
- Recommendations on steps to avoid similar events.

5.8 Monitoring

An OEMP must provide details of any program to be undertaken to monitor the environmental aspects and effects resulting from the operation on site. As part of the approval process, specific conditions may be placed on the applicant/operator to measure and monitor environmental performance. Monitoring may be the requirement of a specific license/permit, such as storm water discharge, or based on a site-specific complaint, such as dust monitoring.

5.9 Auditing

The implementation of an OEMP must be monitored continually as indicated in 4.8 above. Periodic auditing by an external entity would be beneficial, and such aspects should also be detailed in the OEMP.

5.10 Responsibilities

Any OEMP must specify the individuals, positions/ or entities (together with contact details) responsible for all aspects of implementing the OEMP. In particular, the OEMP must clearly identify the individuals or otherwise responsible for:

- Receiving the reporting of monitoring, remedial action, environmental complaints and emergencies;
- Ensuring the measures/action plans are undertaken; and
- Verification, reporting and auditing of such measures/actions.

This should also include after-hours contact details for emergencies.

5.11 Supporting Information

There may be a requirement to undertake other studies or prepare other plans in support of an OEMP. These will typically be prepared for sites as part of a development proposal, but may be specifically prepared for a facility. These may include:

- A risk and hazard analysis with an action programme;
- An emergency response plan;
- Lighting plan;
- An acoustic report;
- Geotechnical report;
- Flora/fauna report; or
- Details of consultation with relevant public authorities.

6. Decommissioning EMPs (DEMPs)

6.1 Introduction

As the final phase in the project cycle, decommissioning may present positive environmental opportunities associated with the return of the land for alternative usage and the cessation of impacts associated with operational activities. However, depending on the nature of the operational activity, the need to manage risks and potential residual impacts may remain well after operations have ceased. Examples of potential residual impacts and risks include contamination of soil groundwater, stock that has been abandoned (e.g. oil drums, scrap equipment, old chemicals, etc.) and old (unserviceable) structures.

The decommissioning phase EMP provides specific guidance with respect to the management of the environmental risks associated with the decommissioning stage

of a project. The decommissioning phase EMPs are typically encountered with storage before the ex/importing of minerals, base metals and other bulk commodities in Ports. As mentioned earlier in the document all three types of EMPs will be captured in the formal lease agreements with the latter only being required for approval on an agreed upon timeframe before vacation of land or infrastructure which should ideally be 2 years for long-medium term leases and 6 months for shorter term leases. This will enable decommissioning and rehabilitation to take place sufficiently and according to specified requirements.

6.2 Implementation

All EMPs (construction, operational and decommissioning) will be captured in the lease agreements to ensure commitment to the compliance to TNPA environmental requirements, legal requirements and the implementation of an environmental management system (formal or informal). CEMP and OEMP must be submitted for approval before commencement of work or occupation of land and infrastructure. The DEMP must be submitted before lease agreement lapses in order to undertake proper decommissioning and/or rehabilitation. In the case of long and medium term lease agreements the ideal timeframe would be two years before lease lapse and for short term lease agreements 6 months before lease lapse. Adherence to these requirements will be monitored by the Property Department/Business Unit and implementation overseen by the Environmental Department/Business Unit.

6.3 Auditing

TNPA will, where possible and necessary, conduct due diligence audits on newly acquired land as well as before land or a portion of land is leased to a tenant or operator. In most cases the tenants vacating the land will be required to conduct a due diligence audit to ascertain the environmental status of the land after their operational activities took place thereon. If TNPA is satisfied with the condition of the land then report can and will be communicated to the next tenant which will then act as his baseline status. If TNPA is not satisfied with the status of the land further rehabilitation and clean-up is to be undertaken by the vacating tenant. The due diligence audit will form the basis for all decommissioning and rehabilitation.

6.4 Key environmental issues to be addressed

All key issues identified and addressed in the CEMP and OEMP must be looked at and the residual effects and impacts addressed accordingly. The immediate and residual effects of the following substances and materials should also be looked at, if not mentioned in CEMP or OEMP:

- Air Emissions
- Waste and Wastewater Management

- Materials/Commodity Handling & Storage
- Solid Waste Management
- Hazardous Waste
- Radioactive Waste
- Asbestos Containing Materials (ACMs)
- Polychlorinated BI-Phenyls (PCBs)
- Ozone Depleting Substances
- Odour, Dust and Smoke Nuisances
- Soil and Groundwater

6.5 Rehabilitation plan

A rehabilitation plan should be submitted to TNPA for approval before rehabilitation commences. This rehabilitation plan must address all issues as per the OEMP as well as listed above but is not limited to that. TNPA will reply in writing to the applicant to continue with decommissioning and rehabilitation. This rehabilitation plan should also be sent to the Department of Water Affairs and Forestry since it is a legal requirement for all major rehabilitation plans to have their approval before commencement. Once again, only after written approval from DWAF can rehabilitation commence.

6.6 Key management plans

For each contaminant or area required rehabilitation identified, key management plans should be prepared accordingly. These can be presented in tabular format (refer **Annexure3**), which outlines:

- the management requirement;
- the action required to address the management requirement;
- the responsible person undertaking the action
- the timing for completing the action.

The DEMP provides the framework for managing the rehabilitation process on the site. TNPA actively monitors (audits) the performance and progress of the DEMP through site inspections and detailed environmental audits.

6.7 Monitoring

TNPA officials will continuously monitor the decommissioning and rehabilitation process to ensure compliance to plans and conditions provided or submitted.

6.8 Site plan

A site plan should be submitted to TNPA indicating the rehabilitation intentions, methods and contamination levels. This site map will be used during monitoring.

7. Annexure 1

Examples of Construction and Operational Environmental Management Plan defined in elements tables. These tables represent examples of how to address environmental aspects, as per Table 1 (**Key Environmental Issues**).

Element 1: Noise Management (construction phase)

EXAMPLE ONLY

It is acknowledged that, during the construction phase of a development, there is the potential for some generation of noise from on-site activities. The table below outlines the proposed management strategy to address issues relating to noise management that will be fully implemented prior to and during the construction phase of the development.

Table A – CEMP: Noise Management

ELEMENT	NOISE MANAGEMENT		
Objective	To manage activities on site to reduce the impact on surrounding properties.		
	To comply with relevant legislation.		
Management Strategy	Noise to be managed primarily through administrative controls during the construction phase.		
		Responsible Person	Time frame
Actions	All construction activities to be restricted to between 08h00 -17h00 during week days only;	Site Manager	Throughout construction phase
	All equipment used during construction phase to be regularly maintained to ensure efficient operation; and		
	Noise dampening equipment to be used on equipment with excessive noise-generating characteristics.		
Performance indicators	Lack of complaints/requests for attention by community/TNPA	Site Manager	Throughout construction phase

	officials/authorities		
Monitoring	Daily inspection of the work site to occur;	Site Manager	Throughout construction phase
	Service logs of equipment/machinery used on site to be monitored.		
Reporting	Any complaints or incidents to be reported immediately to the Site Manager, who should then record this in a logbook.	Site Manager	Throughout construction phase
Corrective action	Investigate cause of excessive noise;	Site Manager	Throughout construction phase
	Implement corrective measures prior to the recommencement of site works;		
	Possible rescheduling of noise generating activities to reduce noise annoyance.		
Interfaces	Individual contractors/sub-contractors EMPs must address and comply with any other TNPA EMP or controls which exist for the Ports.	Site Manager	Throughout construction phase

Element 2: Erosion and Sediment Management (CONSTRUCTION PHASE)

EXAMPLE ONLY

It is acknowledged that, during the construction phase of the development, there is a potential for ground disturbance, traffic movements and on-site drainage, which may increase the rate of erosion and sediment export from the site, and therefore impact the surrounding environment. Accordingly, the table below outlines the proposed management strategy to address issues relating to erosion and sediment management, which will be fully implemented prior to and during the construction phase of the development.

Table B – CEMP: Erosion and Sediment Management Plan

ELEMENT	EROSION AND SEDIMENT CONTROL		
Objective	To manage activities that exacerbate erosion, and provide on-site controls that reduce erosion and contain any transported material within the subject site.		
Management Strategy	Implementation of engineering measures and a comprehensive management strategy.		
Actions	Responsibility	Time Frame	
<p>Prior to the commencement of site works, an Erosion and Sediment Control Plan must be implemented.</p> <p>The following controls should be included in the plan:</p> <ul style="list-style-type: none"> • Perimeter control measures (e.g. sediment control fencing) prior to the commencement of works; • Run-off water diversion measures around site works, where practicable; • Measures to control the tracking of site material onto surrounding sites and roads (e.g. crushed rock pads, vibration grids etc.), so as not to impede existing traffic flows; • Clearly marked stockpile areas with associated control measures; • Geofabric to be placed over field gullies and/or side entry pits during construction phase; • Straw bales to be placed to divert runoff from adjoining blocks around the site; • Clearly delineated 'no-go' movement areas; • Access and egress points to the site. <p>The following measures must also be implemented during the construction phase:</p> <ul style="list-style-type: none"> • Landscaping work to commence as soon as practicable to reduce exposure time of exposed soil; • Exposed areas to be covered with mulch material to reduce impacts of rainfall on the site; • Existing outfalls from the site to be modified to limit concentration and velocity of site flows; • Dust control measures to be used where required 	Site Manager	Throughout construction phase	

Performance Indicators	Site Manager	Throughout construction phase
<ul style="list-style-type: none"> Erosion and sediment movement should not exceed natural rates; Lack of complaints/requests for attention by PBC staff. 		
Monitoring	Site Manager	Throughout construction phase
<ul style="list-style-type: none"> Daily visual inspections of the work site and engineering structures should occur and be logged in the CEMP log book. Inspect immediately after a significant rainfall event. 		
Reporting	Site Manager	Throughout construction phase
<ul style="list-style-type: none"> Any erosion and/or sedimentation issues should be reported to the site manager immediately. The site manager should record such incidents in a log book and report on corrective actions taken before the recommencement of site works. 		
Corrective Actions	Site Manager	Throughout construction phase
<ul style="list-style-type: none"> Investigate cause of incident; Restore control measures prior to the recommencement of site works. 		
Interfaces	Site Manager	Throughout construction phase
<ul style="list-style-type: none"> Individual contractors'/subcontractors' EMPs must address and accord with any other EMP contained in this report. 		

Element 3: Waste Management (OPERATIONAL PHASE)

EXAMPLE ONLY

It is acknowledged that waste may be generated during the operational phase of the development. The table below details those actions required to properly manage this waste.

Table C – OEMP: Waste Management

ELEMENT	WASTE MANAGEMENT
Objective	<ul style="list-style-type: none"> ➤ To minimize the potential for environmental impact of wastes generated on the operational site. ➤ To comply with all approvals and or licenses issued to the site as well as the total Port.

Management Strategy	To efficiently manage the subject site and activities that may lead to generation of wastes.	
Actions	Responsibility	Time Frame
<ul style="list-style-type: none"> ➤ All waste material to be removed off site shall be contained on site prior to disposal, using appropriate storage containers. ➤ All waste materials from operational activities shall be regularly cleared off site and disposed of at an approved landfill site. ➤ Maintain high level of housekeeping on the site, ensuring that all waste materials are handled correctly and not left at large. ➤ Undertake staff training upon commencement of employment to ensure compliance. 	Site/Terminal Manager	Throughout operational phase
Performance indicators		
No wastes evident on site except in designated areas and containers.	Site/Terminal Manager	Throughout operational phase
Complaints from TNPA Official/Authorities		
Monitoring		
Regular inspections of the site.	Site/Terminal Manager	Throughout operational phase
Reporting		
Logs to be kept of regular inspections as well as disposal certificates to be kept in a register.	Site/Terminal Manager	Throughout operational phase
Corrective action		
Where a non-conformance has occurred, a detailed report of the incident and the cause shall be prepared and kept.	Site/Terminal Manager	Throughout operational phase
Control measures are to be rectified and/or replaced in the event of non-conformance.		
Interfaces		
Individual site EMPs must address and comply with any other TNPA EMP or controls which exist for the Ports.	Site/Terminal Manager	Throughout operational phase

Element 4: Hydrocarbon Contamination Rehabilitation (decommissioning phase)

EXAMPLE ONLY

It is acknowledged that during the operational phase of an organization or business that there might be instances of pollution that has taken place on site or degradation of the quality of the land due to the nature of its activities. Therefore the affected areas have to be rehabilitated to its original state or to an acceptable level for TNPA and the authorities. The table below details how a typical action plans that can be drawn up to depict the rehabilitation process.

Table D – DEMP: Hydrocarbon contamination Rehabilitation

ELEMENT	DEMP: HYDROCARBON CONTAMINATION REHABILITATION		
Objective	To reduce the levels of hydrocarbons in the contaminated soil to less than 1000ppm. To comply with all conditions and requirements of the due diligence audit findings.		
Management Strategy	To efficiently rehabilitate the subject site to TNPA and legal requirements or to the condition the site was before operations.		
Actions	Responsibility	Time Frame	
<ul style="list-style-type: none"> ➤ All waste material to be removed off site shall be contained on site prior to disposal, using appropriate storage containers. ➤ All severely contaminated soil to be excavated approx. 30cm deeper than contamination level and taken for remediation. ➤ All areas that has medium to low contamination levels will be treated with bioremediation products. 	Site/Terminal Manager	Throughout decommissioning phase	
Performance indicators	Site/Terminal Manager	Throughout decommissioning phase	
<ul style="list-style-type: none"> ➤ Acceptable hydrocarbon levels of less than 1000PPM ➤ Complaints from TNPA Official/Authorities 			
Monitoring	Site/Terminal Manager	Throughout decommissioning phase	
<ul style="list-style-type: none"> ➤ Regular inspections of the site. ➤ All treated areas to be tested for hydrocarbon levels after completion of remediation works. 			
Reporting	Site/Terminal	Throughout	

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Logs to be kept of regular inspections as well as disposal certificates to be kept in a register.	Manager	decommissioning phase
Corrective action	Site/Terminal Manager	Throughout decommissioning phase
Where hydrocarbon levels still exceed legislative levels a brief action plan with completion dates shall be prepared and kept.		
Control measures are to be rectified and/or replaced in the event of non-conformance.		
Interfaces	Site/Terminal Manager	Throughout decommissioning phase
All DEMP's and rehabilitation plans must be approved by TNPA and in certain cases by the Authorities.		